

OXNARD SCHOOL DISTRICT

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



BOARD OF TRUSTEES

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

ADMINISTRATION

Dr. Cesar Morales
District Superintendent
Mrs. Janet Penanhoat
Interim Assistant Superintendent,
Business & Fiscal Services
Dr. Jesus Vaca
Assistant Superintendent,
Human Resources & Support Services
Ms. Robin I. Freeman
Assistant Superintendent,
Educational Services

AGENDA #1
REGULAR BOARD MEETING
Wednesday, August 2, 2017
5:00 p.m. – Study Session
Closed Session to Follow
7:00 PM - Regular Board Meeting

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

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

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

www.oxnardsd.org

OPIE TV – Channel 20 &
Verizon FIOS - Channel 37

August 2, 2017



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 __, Cordes __, Morrison __

A.2 Pledge of Allegiance to the Flag

Ms. Ginger Shea, Manager of Special Programs, will introduce Santiago Guerrero-Garcia, 3rd grader at Curren School, in Mrs. Kristina Beers-Cabrera’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, 4th grader at Ritche School, in Mr. Manuel Hernandez’s class. Then will be read in Spanish by Giovanni Espinosa, 4th grader at Driffill School, in Mr. Ron Heaton’s class.

A.4 Adoption of Agenda (Superintendent)

Moved:
Seconded:
Vote:

ROLL CALL VOTE:

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

A.5 Study Session – Information Technology Services Update (Morales/Mitchell)

The Board of Trustees will receive a presentation on the Information Technology Services.

A.6 Closed Session – Public Participation/Comment (Limit three minutes per person per topic)

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

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.7 Closed Session

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1. Pursuant to Section 54956.9 of *Government Code*:
 - Conference with Legal Counsel – Anticipated Litigation: 2 cases
 - Conference with Legal Counsel – Existing Litigation: 6 cases
 - Office of Administrative Services Case No. OAH 2016091095, OAH 2017020549, OAH 2016100069, OAH 2017070126, OAH 2017020576 and OAH 2016091112

 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. 16-12 (Action Item)
 - Case No. 16-13 (Action Item)

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

 4. Pursuant to Section 54956.8 of the *Government Code*:
 - Conference with Real Property Negotiators (for acquisition of new school site):
 - Property: Parcel located Teal Club Road, North of Teal Club Road, South of Doris Avenue
 - Agency Negotiators: Superintendent/Interim Assistant Superintendent, Business & Fiscal Services/ Garcia Hernandez & Sawhney, LLP/ Caldwell Flores Winters Inc.
 - Negotiating Parties: Dennis Hardgrave on behalf of the property owners
 - Under Negotiations: Instruction to agency negotiator on price and terms.

 5. Pursuant to Section 54957 of the *Government Code* and Section 44943 of the *Education Code* the Board will consider personnel matters, including:
 - Public Employee(s) Discipline/Dismissal/Release
 - Public Employee(s) Appointment
 - Manager, Special Education

A.8 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.9 Report Out of Closed Session

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

READMISSION OF EXPELLED STUDENTS
(Education Code 48912; 20 U.S.C. Section 1232g)

Case No. 16-12 (Action Item)

Motion: _____, Second: _____

Roll Call Vote:

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

Case No. 16-13 (Action Item)

Motion: _____, Second: _____

Roll Call Vote:

Madrigal Lopez __, **Robles-Solis** __, **O'Leary** __ **Cordes** __, **Morrison** ___

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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 VOTE:

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

C.1 Acceptance of Gifts

It is recommended that the Board approve the following agreements:

It is recommended that the Board accept the following gifts:

- From Harbor Freight Tools, a donation of \$6,927.00, for material and labor, to install garden boxes at Cesar Chavez School.
- From FLIR System, Inc., a donation of \$2,000.00, to purchase materials, books, and/or instructional services needed at Thurgood Marshall School.
- From Ojai Valley Organics, a donation of plant containers estimated value of over \$300.00, for Juan Lagunas Soria School.
- From Ms. Marlyce Nessian, a donation of \$50.00, to purchase treats and water for promotion ceremony expenses at San Miguel Preschool.

C.2 Agreements

It is recommended that the Board approve the following agreements:

Dept/School

Academic:

- | | |
|---|-----------------------------|
| <ul style="list-style-type: none"> ▪ #17-52 Ventura County Office of Education, to provide professional development to staff in the Oxnard School District to support the implementation of the CCSS and the California ELA Standards during the 2017-18 school year; amount not to exceed \$22,475.20; to be paid with Title I Funds. | <p>Freeman/
Thomas</p> |
| <ul style="list-style-type: none"> ▪ #17-65 Oxnard Performing Arts & Convention Center, agreement for the 8th Grade Promotion Ceremonies for Frank, Fremont and Haydock Academies to be held at the PAC on Wednesday, June 13, 2018; amount not to exceed \$3,134.00, to be paid with Unrestricted General Fund. | <p>Freeman</p> |
| <ul style="list-style-type: none"> ▪ #17-66 Ventura County Office of Education, to provide professional development to teachers in the Oxnard School District, in the area of Integrated ELD for mathematics, Integrated ELD Science and History-Social Science (HSS) during the 2017-18 school year; amount not to exceed \$32,600.00, to be paid with Title I Funds. | <p>Freeman/
Batista</p> |
| <ul style="list-style-type: none"> ▪ #17-67 WestEd, to provide 3 days of Professional Development on the Next Generation Science Standards for Oxnard School District teachers on August 7-9, 2017; amount not to exceed 22,906.00, to be paid with Title II Funds. | <p>Freeman/
Curtis</p> |
| <ul style="list-style-type: none"> ▪ #17-80 Ellevation Education to provide professional development to teachers in the Oxnard School District for the 2017-18 school year on the use and deployment of their Ellevation software; amount not to exceed \$18,000.00, to be paid with General Funds. | <p>Freeman/
Batista</p> |

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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
Enrichment:	
<ul style="list-style-type: none"> ▪ #17-63 Cecilia Arredondo to provide singing curriculum based songs, grade-level musical concepts (K-5), hands-on playing of musical instruments for the students, handouts, and instruments for students in the Oxnard School District during period of August 16, 2017 through June 30, 2018; amount not to exceed \$11,200.00, to be paid with General Funds. 	Freeman/ Breitenbach
Support Services:	
<ul style="list-style-type: none"> ▪ #17-64 Generation Ready Inc., to provide high quality professional development services to address increased cultural competence, with a goal of shifting mindsets and increasing expectations of all district staff. Generation Ready Inc. will facilitate and provide workshops to district and school staff at the Oxnard School District during the period of August 1, 2017 through June 30, 2018; amount not to exceed \$35,000.00, to be paid with General Funds Non-Targeted; 	Freeman
<ul style="list-style-type: none"> ▪ #17-68 Restorative Justice Resource Center will provide training to Administrative Staff and Teachers in the Oxnard School District during the 2017-18 school year; amount not to exceed \$33,750.00, to be paid with Title II funds. 	Freeman/ Ridge
<ul style="list-style-type: none"> ▪ #17-74 Lesson One to provide two weeks of training to Oxnard School District staff members, the Principal, and coach at McKinna School, who have not been previously trained, during the period of August 3, 2017 through June 30, 2018; amount not to exceed \$15,000.00, to be paid with Title I Funds; 	Freeman/ Garner
<ul style="list-style-type: none"> ▪ #17-75 Santa Barbara/Ventura Counties Dental Care Foundation will provide services stipulated in the MOU agreement at no cost to the families of the Oxnard School District, during the period of August 3, 2017 through June 30, 2018. No fiscal impact to the Oxnard School District. 	Freeman/ Thomas
<ul style="list-style-type: none"> ▪ #17-78 Child Development Resources of Ventura County, Inc. (CDR) will supply breakfast and lunches to the CDR Head Start Program preschool students at Sierra Linda School during the 2017-18 school year. No fiscal impact to the Oxnard School District. 	Penanhoat/ Lugotoff
<ul style="list-style-type: none"> ▪ #17-79 El Centrito will supply breakfast and lunches to the students in their preschool programs; meals to be prepared in the kitchens at Haydock and Ramona Schools, during one calendar year commencing on August 2, 2017. No fiscal impact to the Oxnard School District. 	Penanhoat/ Lugotoff
<ul style="list-style-type: none"> ▪ #17-84 Oxnard Performing Arts & Convention Center (PAC) for the 2017 SIP Day Orientation which will be held at the PAC Theater on Monday, August 14, 2017, amount not to exceed \$1,500.00, to be paid with Unrestricted General Funds. 	Morales

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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"> ▪ #17-50 Renaissance Learning to provide professional development services by following a two-round coaching cycle with the content following focuses and corresponding learning outcomes and will also offer individual onsite support to ensure teachers are implementing Star 360 and AR 360 with fidelity during the 2017-18 school year; amount not to exceed \$62,000.00, to be paid with Unrestricted General Funds; 	Freeman/ Curtis
<ul style="list-style-type: none"> ▪ #17-61 Ocean View School District to provide Early Learning and Family Strengthening services to families with prenatal to 5 year olds living in the Ocean View School District. OSD employees will be deployed to OVSD locations during July 1, 2017 through June 30, 2018; amount not to exceed \$79,424.00, will be reimbursed to OSD from Ocean View School District; 	Freeman/ Thomas
<ul style="list-style-type: none"> ▪ #17-69 El Centrito Family Learning Centers – Mis Padres y Yo to provide workshops on child development and nurturing support for parents of infants to 3 year olds during the 2017-18 school year; amount not to exceed \$35,000.00, to be paid out of First 5/Oxnard NfL funds. 	Freeman/ Thomas
<ul style="list-style-type: none"> ▪ #17-70 El Centrito Family Learning Centers to provide young children with Head Start services at Ramona NfL Preschool during July 1, 2017 through June 30, 2018; at no cost to the Oxnard School District. Custodial services to be paid by First 5/Oxnard NfL Funds. 	Freeman/ Thomas
<ul style="list-style-type: none"> ▪ #17-72 Community Action Partnership of San Luis Obispo County Inc. Buenaventura Migrant & Seasonal Head Start Program at Harrington School during July 1, 2017 through June 30, 2018; no fiscal impact to the Oxnard School District. 	Freeman/ Thomas
<ul style="list-style-type: none"> ▪ #17-76 California Department of Education – Child Development Division Contract to provide services in accordance with Funding Terms and Conditions of the California State Preschool contract #CSPP-7667. Funding allows for the operation of 7 state preschool sites. Program operates for 180 days and follows the Oxnard School District calendar during July 1, 2017 through June 30, 2018; \$1,257,719.00 funding to the Oxnard School District to operate State Preschool Program. 	Freeman/ Thomas
<ul style="list-style-type: none"> ▪ #17-77 Child Development Resources of Ventura County Inc. – Sierra Linda NfL Preschool and the Oxnard School District partnership makes it possible for each agency to use their resources to benefit the children of Oxnard School District by providing young children with the Head Start services at Sierra Linda NfL Preschool for the 2017-2018 school year during July 1, 2017 through June 30, 2020; no fiscal impact to the Oxnard School District. 	Freeman/ Thomas
Enrichment:	
<ul style="list-style-type: none"> ▪ #17-71 Teambonding Inc. will facilitate team building challenges for Oxnard School District Administrators & Classified Managers at the Administrative Retreat on August 4, 2017; amount not to exceed \$5,200.00, to be paid with General Funds. 	Freeman/ DeGenna

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Section C
CONSENT AGENDA
(continued)

C.3 Ratification of Agreements (Continued)

It is recommended that the Board ratify the following agreements:

Dept/School

Personnel:

- #17-106 Gold Coast Joint Benefits Trust, the Oxnard School District (District), and the California School Employees Association (CSEA) have signed a Participation Agreement (agreement) with the Gold Coast Joint Benefits Trust (GCJBT), with an effective date of May 1, 2017. The GCJBT is a tax-exempt trust that administrates, or hires third party administrators to administrate, the health and welfare benefit programs for employees of the District. CSEA and the District have agreed to participate in the GCJBT programs; no fiscal impact to the Oxnard School District.

Vaca/
Magana

Special Education:

- #17-51 Exceptional Educational Consultants Inc. will provide consultation to teachers and specialists in the Oxnard School District including review of Individualized Education Plans, IEP meeting preparation, classroom organizational and instructional strategies during the 2017-2018 school year; amount not to exceed \$12,000.00 per the hourly rate of \$80.00, to be paid with Special Education Funds.
- #17-53 Hollar Speech & Language Therapy to provide Independent Education Evaluator Services for the Special Education Department during the 2017-2018 academic year to complete evaluations on due process claims; amount not to exceed \$30,000.00, to be paid with Special Education Funds.
- #17-54 Auditory Processing Center of Pasadena will provide (central) auditory processing evaluations for the Special Education Services Department during the 2017-2018 academic year; amount not to exceed \$5,000.00, to be paid with Special Education Funds.
- #17-55 Dr. Carlos A. Flores, Licensed Psychologist, will provide Independent Education Evaluation Services to the Special Education Services Department during the 2017-2018 academic school year; amount not to exceed \$30,000.00, per the rate of \$5,000.00 per assessment, to be paid with Special Education Funds.
- #17-56 Lindamood-Bell Learning Processes to provide 1:1 sensory-cognitive instruction services during the 2017-2018 school year; amount not to exceed \$100,000.00, to be paid with Special Education Funds.
- #17-57 Dr. Carolyn Banks to provide consultant services to the Oxnard School District, Special Education Services during the 2017-2018 academic school year; amount not to exceed \$30,000.00, to be paid with Special Education Funds.

Freeman/
Sugden

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Section C CONSENT AGENDA

(continued)

C.3 Ratification of Agreements (Continued)

It is recommended that the Board ratify the following agreements:

Dept/School

Support Services:

- | | |
|--|----------------------------|
| <ul style="list-style-type: none"> ▪ #17-58 Mixteco/Indigena Community Organizing Project (MICOP) – Case Management, Resource and Referral, the agreement formalizes Family Strengthening programming objectives, service levels, measures for success, and implementation strategies that will guide the efforts of MICOP in the delivery of Case Management, Resource & Referral services specifically to the Mixteco community during the 2017-2018 school year; amount not to exceed \$119,165.00, to be paid out of First 5/Oxnard Neighborhood for Learning funds | <p>Freeman/
Thomas</p> |
| <ul style="list-style-type: none"> ▪ #17-59 Mixteco/Indigena Community Organizing Project (MICOP) – Aprendiendo con Mama y Papa, the agreement formalizes programming objectives, service levels, measures for success, and implementation strategies that will guide the efforts of MICOP in the delivery of Aprendiendo con Mama y Papa workshop services specifically to the Mixteco community during the 2017-2018 school year; amount not to exceed \$27,457.00, to be paid out of First 5/Oxnard Neighborhood for Learning funds. | <p>Freeman/
Thomas</p> |
| <ul style="list-style-type: none"> ▪ #17-60 Continuing Development Inc. – Harrington NfL Preschool, the agreement formalizes Early Learning programming objectives, service levels, measures for success, and implementation strategies that will guide the efforts of Continuing Development Inc. The program offers a 3-hour preschool program for 72 four (4) year olds during the 2017-2018 school year; amount not to exceed \$108,259.00, to be paid out of First 5/Oxnard Neighborhood for Learning funds. | <p>Freeman/
Thomas</p> |
| <ul style="list-style-type: none"> ▪ #17-62 Seabridge Homeowners Association agreement covers the rental fee and deposit due for the rental of the Seabridge Community Clubhouse/Recreation Center for the 2017-18 District Administration Retreat on August 4, 2017; amount not to exceed \$1,250.00, to be paid with Unrestricted General Funds. | <p>Freeman</p> |

C.4 Approval of State Preschool Parent Handbook for 2017-2018

It is the recommendation of the Assistant Superintendent, Educational Services, and the Director of Curriculum, Instruction and Accountability that the Board of Trustees approve the State Preschool Parent Handbook for 2017-2018.

Dept/School
Freeman/
Thomas

C.5 Ratification of the District's Submission of the 2017-18 Consolidated Application for Funding

It is the recommendation of the Interim Assistant Superintendent, Business & Fiscal Services that the Board of Trustees ratify the District's submission of the 2017-2018 Consolidated Application for Funding.

Dept/School
Penanhoat

C.6 Adoption of Resolution #17-05 – California Department of Education – Child Development Division Contract #CSPP-7667

It is the recommendation of the Director, Curriculum, Instruction and Accountability, and the Assistant Superintendent, Educational Services that the Board of Trustees adopt Resolution #17-05 with the California Department of Education – Child Development Division.

Dept/School
Freeman/
Thomas

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

Section C
CONSENT AGENDA
 (continued)

C.7 *Approval of Resolution #17-06 Making Environmental Findings in Connection with the McKinna Elementary School Reconstruction Project*

It is the recommendation of the Superintendent, and the Director of Facilities, in conjunction with Caldwell Flores Winters, that the Board of Trustees approve Resolution #17-06 making environmental findings in connection with the reconstruction of the McKinna Elementary School campus located at 1611 South J Street, Oxnard, CA 93033.	Dept/School Morales/ Fateh/ CFW
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C.8 *Approval of Resolution #17-07 Adopting the Preliminary Environmental Assessment and Soil Management Plan for the Doris/Patterson Site*

It is the recommendation of the Superintendent, and the Director of Facilities, in conjunction with Caldwell Flores Winters, that the Board of Trustees approve Resolution #17-07 adopting the Preliminary Environmental Assessment report and Soil Management Plan for the Doris/Patterson Site.	Dept/School Morales/ Fateh/ CFW
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C.9 *Approval of Dispersal No. 008 from the Lemonwood E.S. Reconstruction Project's Contractor Contingency for Payment of Additional Work Associated with the Project*

It is the recommendation of the Superintendent, and the Director of Facilities, in conjunction with Caldwell Flores Winters, Inc., that the Board of Trustees approve Contingency Allocation No. 008 to the Construction Services Agreement #15-198 with Swinerton Builders, for additional items of work related to the Lemonwood Elementary School Reconstruction Project.	Dept/School Morales/ Fateh/ CFW
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C.10 *Approval and Adoption of the June 2017 Semi-Annual Implementation Program Update as an Adjustment to the Master Construct and Implementation Program*

It is the recommendation of the Superintendent, and the Director of Facilities, in consultation with Caldwell Flores Winters, Inc., that the Board of Trustees approve and adopt the June 2017 Semi-Annual Implementation Program Update as an adjustment to the Master Construct and Implementation Program, as presented on June 21, 2017.	Dept/School Morales/ Fateh/ CFW
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C.11 *Approval of Work Authorization Letter #5 to Construction Testing Engineering (CTE) Inc., for Design Phase Geotechnical Engineering Services for the Rose Avenue Elementary School Reconstruction Project*

It is the recommendation of the Superintendent, and the Director of Facilities, in consultation with Caldwell Flores Winters, that the Board of Trustees approve WAL #5 for Master Agreement #13-124 with CTE.	Dept/School Morales/ Fateh/CFW
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C.12 *Approval of Work Authorization Letter #5 ("WAL 5") for Master Agreement #13-126 with MNS Engineers Inc. to perform Survey Services for the Rose Avenue E.S. Reconstruction Project*

It is the recommendation of the Superintendent, and the Director of Facilities, in consultation with Caldwell Flores Winters, that the Board of Trustees approve Work Authorization Letter #5 to Master Agreement #13-126 with MNS Engineers Inc. to perform survey services for the Rose Avenue E.S. Reconstruction Project.	Dept/School Morales/ Fateh/CFW
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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.13 Approval of Work Authorization Letter #11 to ATC Group Services LLC (ATC) to provide Environmental Support Services for the McKinna Elementary School

It is the recommendation of the Superintendent, and the Director of Facilities, in consultation with Caldwell Flores Winters, that the Board of Trustees approve Work Authorization Letter #11 to Master Agreement #13-135 with ATC Group Services LLC.	Dept/School Morales/ Fateh/CFW
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C.14 Ratification of Credit Change Order #1 to David Atkin Construction Inc.

It is the recommendation of the Interim Assistant Superintendent, Business & Fiscal Services and the Director of Facilities, that the Board of Trustees ratify Credit Change Order #1 in the amount of (\$8,304.80) with David Atkin Construction Inc.	Dept/School Penanhoat/ Fateh
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C.15 Ratification of Change Order #1 to Kiwitt's General Building

It is the recommendation of the Interim Assistant Superintendent, Business & Fiscal Services, and the Director of Facilities, that the Board of Trustees ratify Change Order #1 – Kiwitt's General Building in the amount of \$6,375.50 for Curren School Fire Sprinkler Corrections.	Dept/School Penanhoat/ Fateh
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C.16 Ratification of Change Order #1 to Kiwitt's General Building

It is the recommendation of the Interim Assistant Superintendent, Business & Fiscal Services, and the Director of Facilities, that the Board of Trustees ratify Change Order #1 – Kiwitt's General Building Contractor in the amount of \$8,973.87 for Haydock School Sewer Repair/Replacement.	Dept/School Penanhoat/ Fateh
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C.17 Ratification of Change Order #1 to Viola Inc.

It is the recommendation of the Interim Assistant Superintendent, Business & Fiscal Services and the Director of Facilities, that the Board of Trustees ratify Change Order #1 – Viola Inc. in the amount of \$63,464.78 for San Miguel Preschool New Portable Classrooms.	Dept/School Penanhoat/ Fateh
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C.18 Ratification of Work Authorization Letter (WAL) #3-S with NV5 West Inc., for Additional Design Phase Geotechnical Engineering Services for the McKinna Elementary School Reconstruction Project

It is the recommendation of the Superintendent, and the Director of Facilities, in consultation with Caldwell Flores Winters, Inc., that the Board of Trustees ratify Work Authorization Letter #3-S for Master Agreement #13-154 with NV5 West Inc.	Dept/School Morales/ Fateh/CFW
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C.19 Approval of Field Contract #FC-P18-00616 – Kiwitt's General Building Contractor

It is the recommendation of the Interim Assistant Superintendent, Business & Fiscal Services, and the Director of Facilities, that the Board of Trustees approve Field Contract #FC-P18-00616 in the amount of \$29,700.00 with Kiwitt's General Building Contractor.	Dept/School Penanhoat/ Fateh
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C.20 Approval of Field Contract #FC-P18-00623 – Fence Factory

It is the recommendation of the Interim Assistant Superintendent, Business & Fiscal Services, and the Director of Facilities, that the Board of Trustees approve Field Contract #FC-P18-00623 in the amount of \$27,597.00 with Fence Factory.	Dept/School Penanhoat/ Fateh
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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.21 Ratification of Participation Agreement #17-82 between Gold Coast Joint Benefits Trust, the Oxnard School District (District), and the Oxnard Educators Association (OEA)

It is the recommendation of the Assistant Superintendent, Human Resources, and the Risk Manager that the Board of Trustees approve ratification of Participation Agreement #17-82, as presented.	Dept/School Vaca/ Magana
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C.22 Ratification of Participation Agreement #17-83 between Gold Coast Joint Benefits Trust, the Oxnard School District (District), and the Oxnard Supportive Services Association (OSSA)

It is the recommendation of the Assistant Superintendent, Human Resources, and the Risk Manager, that the Board of Trustees approve ratification of Participation Agreement #17-83, as presented.	Dept/School Vaca/ Magana
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C.23 Interfund Transfers

It is the recommendation of the Interim Assistant Superintendent, Business & Fiscal Services that the Board of Trustees approve the interfund transfer from General Fund, as submitted.	Dept/School Penanhoat
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C.24 Purchase Order/Draft Payment Report #17-01

It is the recommendation of the Interim Assistant Superintendent, Business & Fiscal Services, and the Director of Purchasing that the Board of Trustees approve Purchase Order/Draft Payment Report #17-01, as submitted.	Dept/School Penanhoat/ Franz
---	------------------------------------

C.25 Enrollment Report

District enrollment as of June 16, 2017 was 16,779. This is 149 less than the same time last year. Information only.	Dept/School Penanhoat
--	--------------------------

C.26 Approval of the 2016-17 Quarterly Report on Williams Uniform Complaints; Fourth Quarter

It is the recommendation of the Assistant Superintendent, Human Resources that the Board of Trustees approve the 2016-17 Quarterly Report on Williams Uniform Complaint; fourth quarter, as presented.	Dept/School Vaca
--	---------------------

C.27 Rejection of Liability Claim: VCBA07702A2

Acting on the advice of the Joint Powers Authorities, it is the recommendation of the Assistant Superintendent of Human Resources, and the Risk Manager, that the Board of Trustees agree to reject York Claim VCBA07702A2.	Dept/School Vaca/ Magana
---	--------------------------------

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.28 Approval of Job Duties for New Job Description - Special Education Data Technician

<p>Education Code 45276 provides that “The governing board shall fix the duties of all positions a part of the classified service as required by Section 45109. The board may recommend the minimum educational and work experience requirements for classified positions to the personnel commission. Minimum qualification requirements shall be subject to approval of the commission. The position duties shall be prescribed by the board and qualification requirements for the position class shall be prepared and approved by the commission, required by section, prior to issuance of an announcement calling for a competitive examination to fill position vacancies.”</p>	<p>Dept/School Koch</p>
---	-----------------------------

It is the recommendation of the Director of Classified Human Resources, that the Board of Trustees take action to approve the attached job duties of Special Education Data Technician so that a new classification can be taken to, and approved by, the Personnel Commission and recruitment may be initiated.

C.29 Speech-Language Pathology Assistant Salary Reallocation

<p>It is the recommendation of the Personnel Commission, that the Board of Trustees accept the salary reallocation for Speech-Language Pathology Assistant from Range 21.5 to Range 26.0 on the Classified/CSEA salary schedule retroactive to June 7, 2017 in order to place OSD competitively in the market place and to attract and retain qualified employees.</p>	<p>Dept/School Koch</p>
--	-----------------------------

C.30 Establish/Abolish/Increase/Reduce Hours of Positions

<p>It is the recommendation of the Director, Classified Human Resources, that the Board of Trustees approve the establishment, abolishment of position, and the increase or reduction in hours for classified positions, as submitted.</p>	<p>Dept/School Koch</p>
--	-----------------------------

C.31 Personnel Actions

<p>It is 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 submitted.</p>	<p>Dept/School Vaca/Koch</p>
---	----------------------------------

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 Consider Appointment of Flewelling and Moody as Architect of Record for the New Seabridge K-5 School Project and Approval of the Proposed Project Design and Attached Agreement #17-81 for Architectural Services with Flewelling and Moody (Morales/Fateh/CFW)

It is the recommendation of the Superintendent, and the Director of Facilities, in conjunction with Caldwell Flores Winters, that the Board of Trustees appoint Flewelling and Moody as Architect of Record for the new Seabridge K-5 School Project and approve the proposed project design and Agreement #17-81 for Architectural Services.

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

ROLL CALL VOTE:

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

D.2 Consider Approval of Change Order No. 007 to Construction Services Agreement #15-198 with Swinerton Builders for the Lemonwood K-8 School Reconstruction (Morales/Fateh/CFW)

It is the recommendation of the Superintendent, and the Director of Facilities, in conjunction with Caldwell Flores Winters, Inc., that the Board of Trustees approve Change Order No. 007 to Construction Services Agreement #15-198 with Swinerton Builders to provide Construction Services related to the Lemonwood Elementary School Reconstruction Project.

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

ROLL CALL VOTE:

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

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

Section E
APPROVAL OF MINUTES

No minutes will be approved at this meeting.

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

Section F
BOARD POLICIES

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

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

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

Revision AR 4112	Certificated Personnel APPOINTMENT AND CONDITIONS OF EMPLOYMENT	Vaca
New E 4112.9 E 4212.9 E 4312.9	All Personnel EMPLOYEE NOTIFICATIONS	Vaca
Revision BP 4112.21	Certificated Personnel INTERNS	Vaca
Revision AR 4112.23	Certificated Personnel SPECIAL EDUCATION STAFF	Vaca
New AR 4217.11	Classified Personnel PRERETIREMENT PART-TIME EMPLOYMENT	Vaca
BP 5111	Students ADMISSION	Freeman/ Ridge
BP/AR 5111.1	Students DISTRICT RESIDENCY	Freeman/ Ridge
BP/AR 5141.21	Students ADMINISTERING MEDICATION AND MONITORING HEALTH CONDITIONS	Freeman
BP/AR 5141.52	Students SUICIDE PREVENTION	Freeman
Revision BP & AR 6174	Instruction EDUCATION FOR ENGLISH LANGUAGE LEARNERS	Freeman

**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



Information Technology Services Update

Valerie Mitchell
Chief Information Officer

Agenda

- Overview of ITS Department
- Highlights of 2016-17
- Projects for 2017-18
- Next steps for Ed Tech & 1:1 Device Program



Systems Support

Student Information System (SIS)
State & Federal Reporting
Networking Systems
Customized Databases & Reporting
SIS Training

Technical Support

Support School Site Technicians
Administration of 1:1 Program
Oversee Special Projects
Technical training

STUDENTS

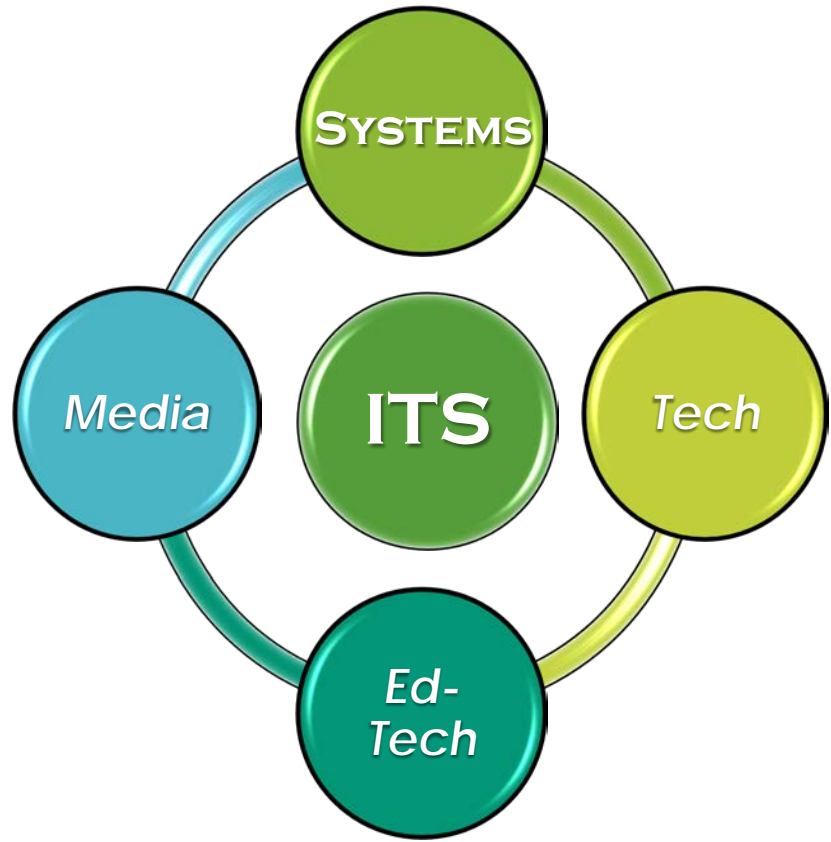
Media Production Services

Board & DLAC Meetings
School Performances/Promotions
Special Event Video Productions
Green Screen Productions

Educational Technology Support

Support School Site Tech Mentor
Technology Curriculum Integration
Digital Components of ELD/Math/ELA
Q-Gradebook/Report Cards

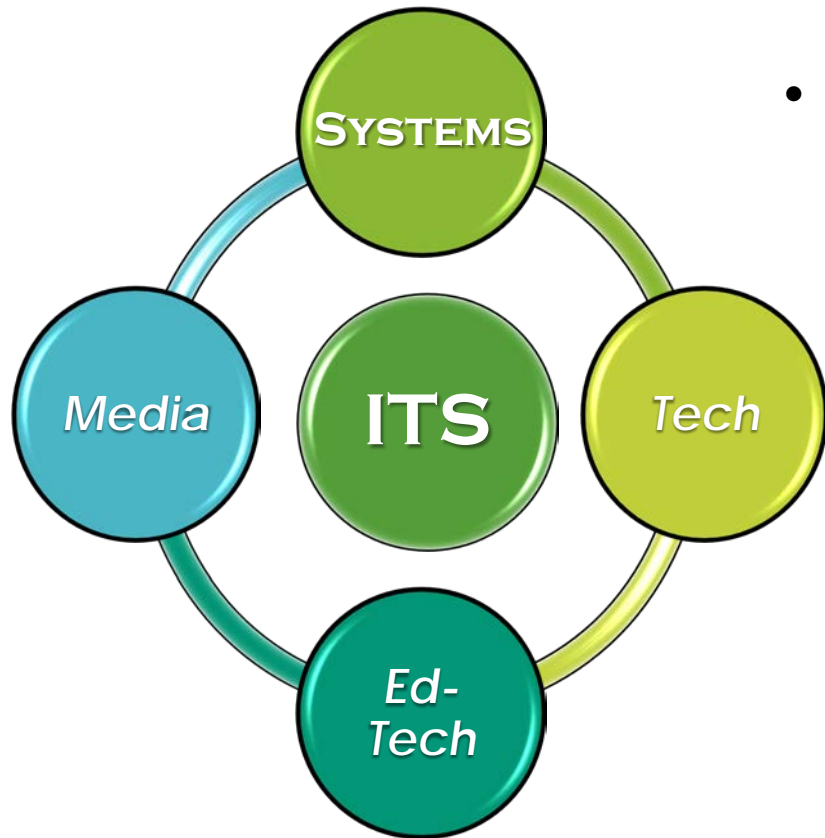




Stylized word 'STEM' with icons for Science, Technology, Engineering, and Mathematics.

- S**: Red letter with an atom icon above it.
- T**: Yellow letter with a laptop icon above it.
- E**: Blue letter with a gear icon above it.
- M**: Green letter with a ruler and pi symbol (π) on its left side, and an apple icon above it.

Highlights of 2016-17



- Track



iPad Repair Tickets	Student Receipt	Student Insurance Search	Inventory Edit	Check Out Search	Receipts By Class
Accessories Tickets	Student iPad Check In	Student iPad Check Out	Pricing Guide	Edit Student Invoices	Display Accessories

Student Receipt

Search For Student ID By: Asset Tag, Asset Tag, Search, First Name, First Name, Search, Student ID, Search, Last Name, Last Name, Search

Student ID: [Redacted]
 Insurance: [Redacted]
 Inventory Item: [Redacted]
 Primary Language: [Redacted]

Add Accessory Return Ticket

Notes: [Text Area]

Create Ticket Clear

Returned Accessories:

- Power Adapter
- Cable
- Case Backing
- Screen Protector
- Stand

Add iPad Ticket

Asset Tag: [Text Field] Asset Tag: [Text Field]

Notes: [Text Area]

Create Ticket Clear

Damage Reported (Add additional damage in NOTES):

- Activation Lock
- Broken Camera
- Broken Home Button
- Broken Power Button
- Broken Speakers
- Broken Volume Button
- Damaged Screen
- Damaged Touch Control
- Keeps Rebooting
- Liquid Damage

Recibo para el Estudiante

Demand School District

Numero de Estudiante: [Redacted]

Fecha de Emisión de Recibo	Fecha de Entrega de Acceso	Modelo de iPad	Color	Edición	Protección de Pantalla	Protección de iPad	Etiquetas del Distrito
08-12-2016	08-12-2016	iPad	Blanco	16GB	Protección de Pantalla	Protección de iPad	Etiquetas del Distrito

Ticket Type	Number of Tickets	Number Issued	Number Returned	Ticket Type	Number of Tickets	Grade	Number Issued	Number Returned	School	Number Lost/Not
Accessory Tickets	453	761	Accessory Tickets	215	TK	48	153	None	1	
iPad Repair Tickets	2115	1542	773	Accessory Tickets	154	K	136	188	mpa	5
Total Ticket Count	1466	913	874	Accessory Tickets	172	1	381	431	var	6
Tickets Cost Breakdown by grade:				Accessory Tickets	174	2	412	432	var	7
Type	Cost	Accessory Tickets	121	3	485	88	None	7		
Total credits for returns	-5628	Accessory Tickets	138	4	151	86	None	7		
Total Payments	2567	Accessory Tickets	149	5	616	104	None	7		
Total NCT covered by insurance (includes Lost/Stolen)	28176	Accessory Tickets	133	6	431	82	None	10		
Total covered by insurance (includes Lost/Stolen)	16433	Accessory Tickets	114	7	408	916	None	11		
Cost Total (includes insurance/unused, when credits, and payments)	15513	Accessory Tickets	124	8	112	732	None	12		
Total Missing Accessories Based on iPad counts:	Accessory Tickets	23	No longer emitted	74	59	None	13			
Type of Accessory	Number Missing	Accessory Tickets	53	18	3	59	None	14		
Missing Power Adapters	3543	iPad Repair Tickets	1	-3	1	1819	16			
Missing Cables	4781	iPad Repair Tickets	1	PROX	1	1038	18			
Missing Cases	608	iPad Repair Tickets	31	TK	24	7	Case	25		
Missing Screen Protectors	185	iPad Repair Tickets	23	K	142	38	PROX	23		
Missing Asset Tags	450	iPad Repair Tickets	238	1	140	81	PROX	22		
Missing Stands	4781	iPad Repair Tickets	23	2	18	42	None	22		
Total Insurance Purchases	Accessory Tickets	152	3	133	39	None	33			
Total Purchases	Accessory Tickets	103	4	110	38	None	31			
UNCD	Accessory Tickets	142	1	36	47	None	36			
Accessory Tickets	146	5	182	38	788	335				
Accessory Tickets	247	7	181	85						
Accessory Tickets	215	8	149	39						



Digitized Deployment Process

OXNARD SCHOOL DISTRICT
1051 SOUTH "A" STREET Oxnard, CALIFORNIA 93030 (805)381-1500



Choose Your Language/Elija Su Idioma

English Español Mixteco

Station #3

Multiple Languages



¿QUÉ SUCEDERÍA SI EL IPAD SE QUIEBRA?

4:04 / 5:28



Oxnard School District iPad Deployment

Student Involvement

Students APRN Directories Media Release Pesticide Digital Curriculum Acknowledgments

[▶ Student Directory Information](#)

The purpose of directory information is to allow the Oxnard School District to provide the names, addresses and telephone number to Oxnard school district PTA's (Parent Teacher Organization) and PTO's (Parent Teacher Organization) so that they may inform you of events taking place at your child's school. This information will be provided unless you advised the district that you do not want your child's directory information disclosed to these organizations.*

I give my permission for Oxnard School District to have provide directory information to my child's PTA and/or PTO. Yes No

24%

Back

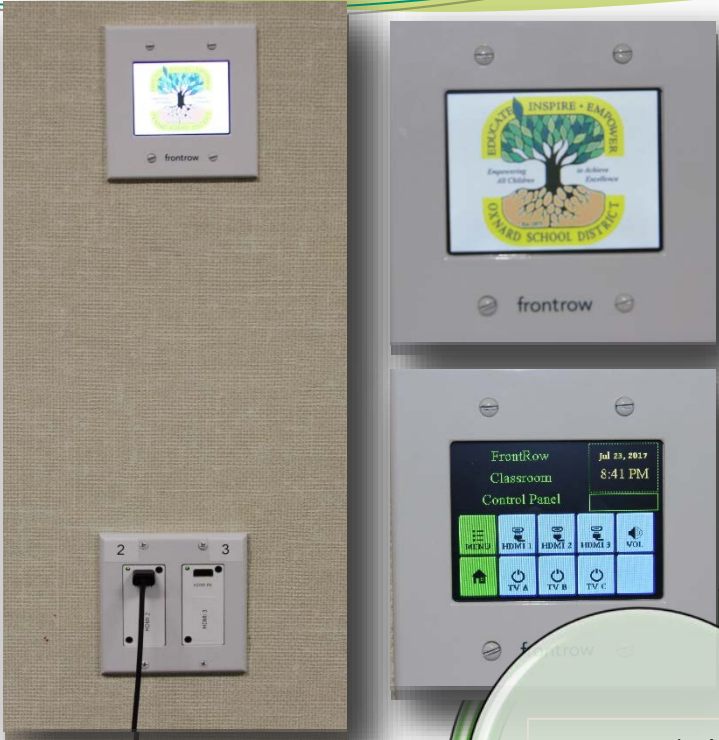
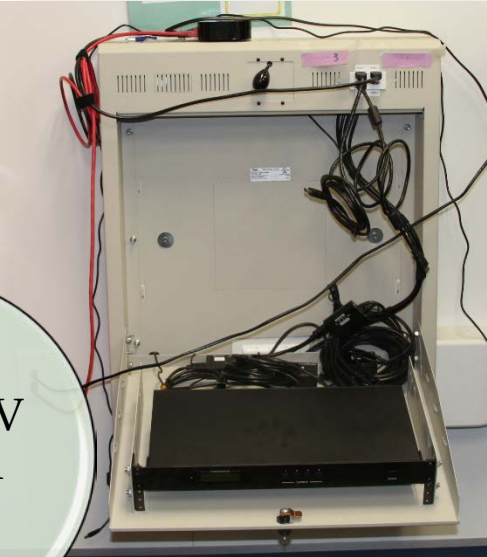
Option for Audio/Video



OXNARD SCHOOL DISTRICT

New Audio/Video Standards -

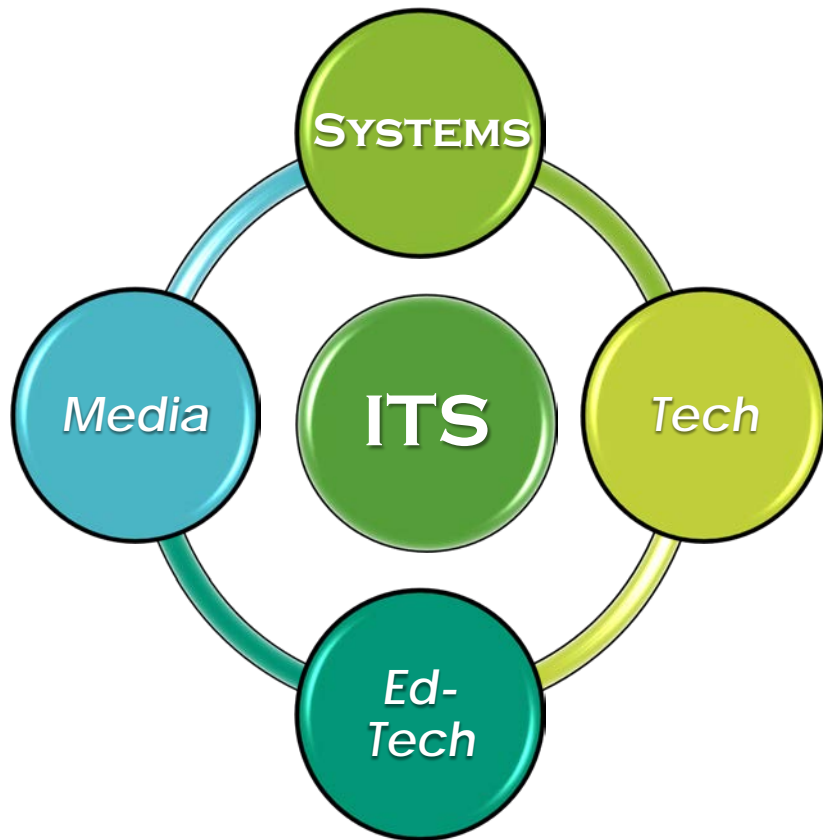
Initial A/V Solution



New A/V Standard



Highlights of 2016-17



- Track – iPad Inventory & Tracking Systems
- eForms – Digitized Deployment Paperwork
- Leveraged iPads to support increased translation needs
- New A/V Standards
- **New Compliance Systems and Data Teams Implemented**
 - ✓ Enrollment Placements Completed by June 30th
 - ✓ Course Offering & Credentialing Compliance
 - ✓ Significant Decreases of Fatal CalPads errors
- CAASPP testing of all students in 3 weeks
- Deployed over 200 new teacher laptops
- Installed over 200 new projectors
- Repaired over 50 Promethean Boards



Projects for 2017-18

Website Migration

District Home | Select a School | Translate | Sign In | Search



Oxnard School District
Empowering All Children to Achieve Excellence

Q | EADMS | EMAIL

- Home
- School Board
- Departments
- Schools
- Parents
- Staff
- Calendars



OPIELive

Announcements



Leaders to Learn from 2017
Oxnard School District is proud to announce that Education Week has recognized our very own Superintendent, Dr. Cesar Morales, as a recipient of the "Leaders to Learn from 2017" award for his Leadership in Literacy.

Calendar

Wednesday, August 2
iPad Deployment
8:30 AM - 6:30 PM
Regular Board Meeting
5:00 PM

Wednesday, August 23
Regular Board Meeting
5:00 PM

Wednesday, September 6
Regular Board Meeting
5:00 PM

Wednesday, September 20
Regular Board Meeting
5:00 PM

[View Calendar](#)

Site Shortcuts

Annual Parent Rights
Notification (English)

District Home | Select a School | Translate | Sign In | Search



Oxnard School District
Empowering All Children to Achieve Excellence

Q | EADMS | EMAIL

- Home
- School Board
- Departments
- Schools
- Parents
- Staff
- Calendars

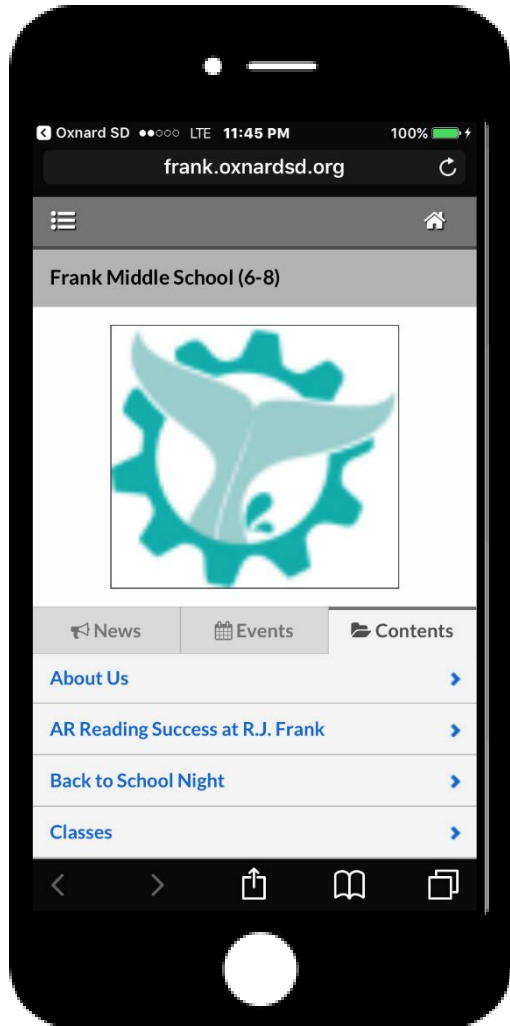
Home » Departments Directory

Departments Directory

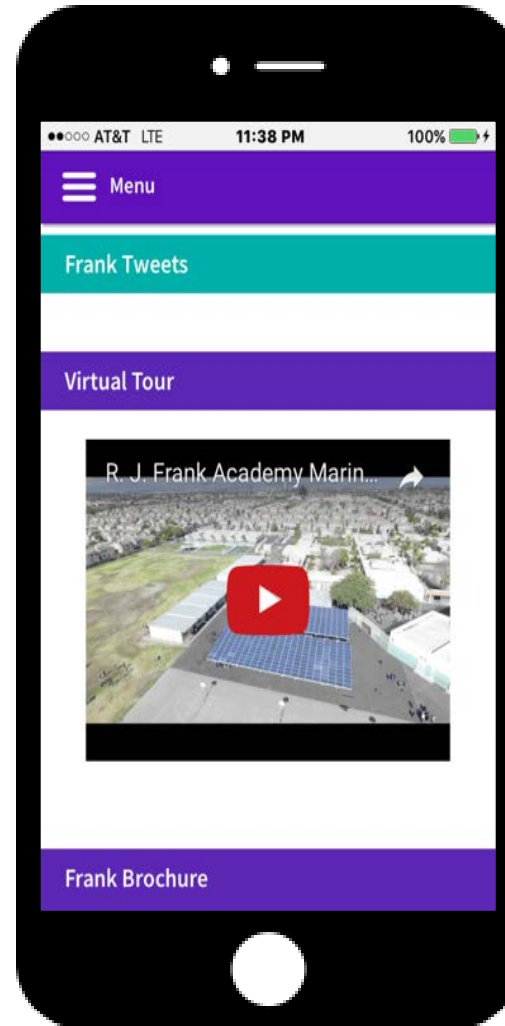
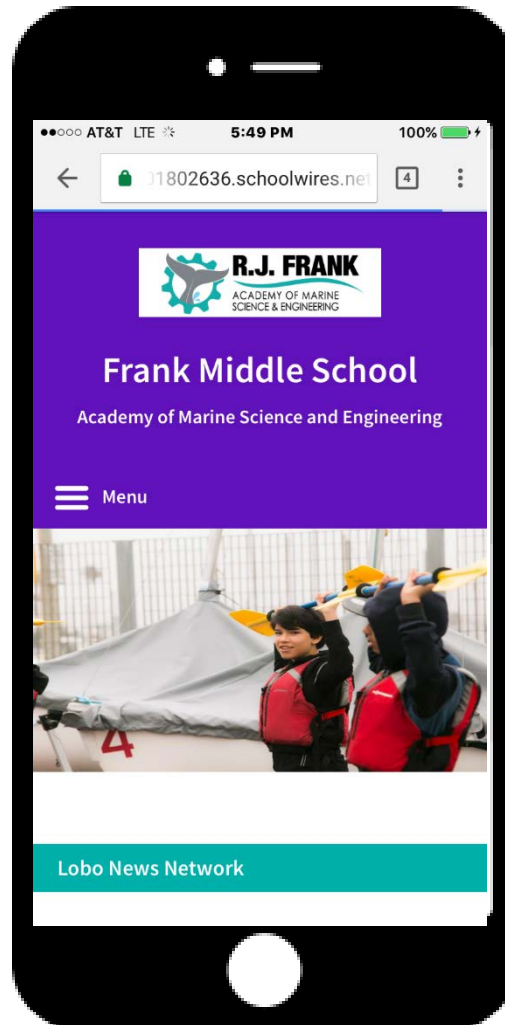
A B C D E F G H I M O P R S T W

- | | | |
|---|--|--|
| <p>A</p> <ul style="list-style-type: none"> • After School Program <p>B</p> <ul style="list-style-type: none"> • Budget and Finance • Business & Fiscal Services <p>C</p> <ul style="list-style-type: none"> • Child Nutrition Services • Curriculum, Instruction and Accountability <p>D</p> <ul style="list-style-type: none"> • Dual Language Programs <p>E</p> <ul style="list-style-type: none"> • Early Childhood Education • Educational Services | <ul style="list-style-type: none"> • Enrollment <p>F</p> <ul style="list-style-type: none"> • Facilities & Operations <p>G</p> <ul style="list-style-type: none"> • Gifted Educational Services (GATE) <p>H</p> <ul style="list-style-type: none"> • Graphics <p>I</p> <ul style="list-style-type: none"> • Health Services • Human Resources <p>M</p> <ul style="list-style-type: none"> • Information Technology • Magnet Schools Assistance Program (MSAP) | <p>O</p> <ul style="list-style-type: none"> • Office of the Superintendent <p>P</p> <ul style="list-style-type: none"> • Pupil Services • Purchasing <p>R</p> <ul style="list-style-type: none"> • Risk Management <p>S</p> <ul style="list-style-type: none"> • Special Education <p>T</p> <ul style="list-style-type: none"> • Transportation <p>W</p> <ul style="list-style-type: none"> • Warehouse |
|---|--|--|

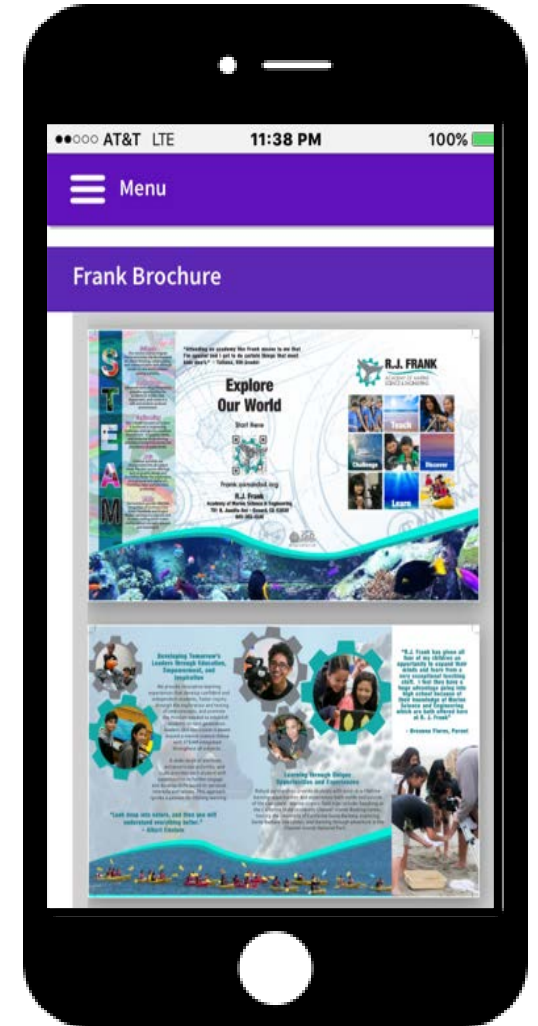
OSD APP



Old App



Upgraded App



Mass Notification ~ Teacher Messaging

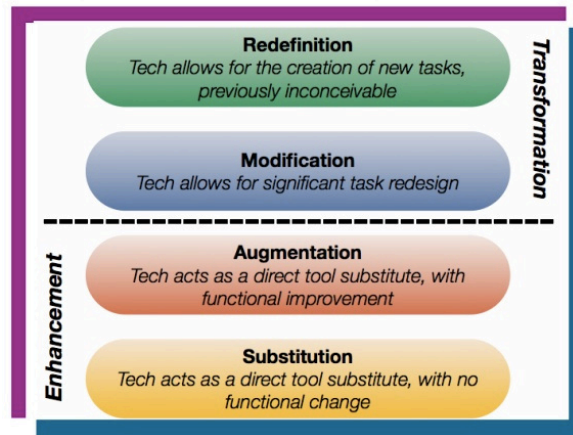
The screenshot displays the Blackboard Teacher Messaging interface. At the top, there is a navigation bar with links for HOME, MESSAGES (highlighted), CLASSES, ACCOUNTS, REPORTS, and HELP. A search box labeled 'Account Search' is located on the right. Below this, a secondary navigation bar includes 'Send', 'Inbox', 'Outbox', 'Groups', and 'Message Tracking'. The main content area is divided into two sections. On the left, there are several configuration options: 'Type subject...' with a text input field, 'Recipients' with a 'Choose...' link and an empty input field, 'Start Time' with a clock icon and the text 'Blacked Out', 'Saved Messages' with a right-pointing arrow, 'Languages' with a right-pointing arrow, and 'Advanced Options' with a gear icon. On the right, the 'Phone' tab is active, featuring a microphone icon, a dropdown menu set to 'Call me to record', an 'Enter phone #' input field, and a 'Call Me To Record' button. Below these is a large text area labeled 'Type script...'. At the bottom of the interface, a row of five circular icons (document, phone, envelope, speech bubble, and mobile phone) and a green 'Send' button are highlighted with a blue circle. The copyright notice '© 2017 Blackboard Inc.' is visible in the bottom left corner.



Educational Technology Division

- Two District Tech TOSA's
- 20 School Site Tech Mentors
- Developed Technology Support Modeled around SAMR

I TEACH ABOVE THE LINE



<http://d97cooltools.blogspot.com/2013/05/i-teach-above-line.html#.WXet0jyuUI/>

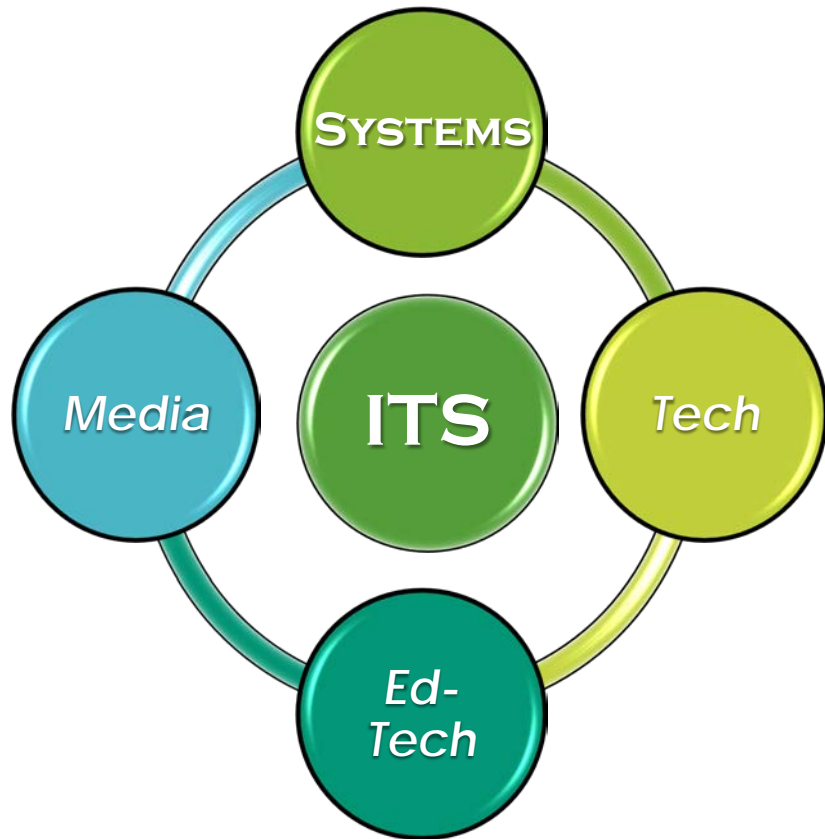
1:1 Device Program

- Focus on how technology is used
- Device agnostic
- Pilot with K-8 in 6th- 8th
- 3 year take home option
- Nominal buy out at end of 8th grade



<https://www.laptopmag.com/articles/chromebook-vs-tablet>

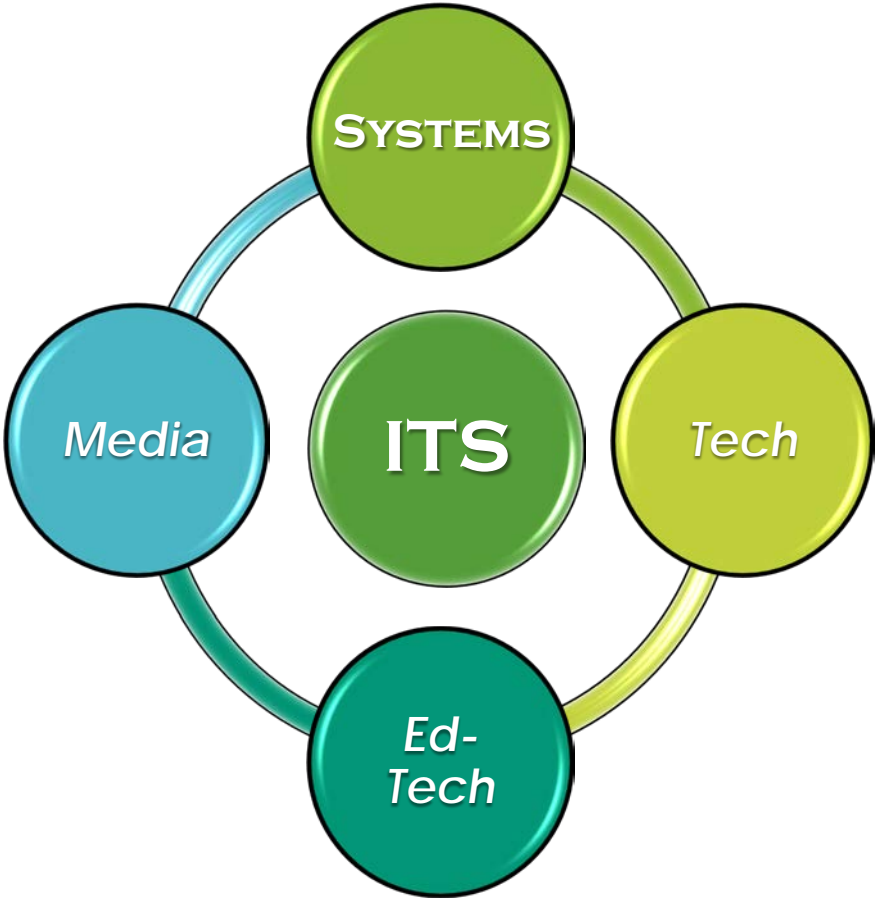
Projects for 2017-18



- Website Migration and re-design
- OSD App Enhancements
- Mass Notification
 - Voice, Cell, Email, Text
 - Teacher/Class Messaging System
- Expansion of Educational Technology Dept.
- 1:1 Device Refresh
- **Work closely with Public Information Officer**
 - **Social Media Presence**
 - **Website Content**



Questions?






OXNARD SCHOOL DISTRICT

1051 South A Street • Oxnard, CA 93030 • (805) 385-1501 • www.oxnardsd.org

FACILITIES DEPARTMENT

TO: DR. CESAR MORALES, Superintendent, via
JANET PENANHOAT, Interim Assistant Superintendent

FROM: DAVID FATEH, Director of Facilities 

DATE: JULY 17, 2017

RE: DONATION

Harbor Freight Tools recently provided a donation of garden boxes to Cesar Chavez School with a value of \$6,927.00 for materials and labor. These garden boxes will help to support the school's STEM focus while providing invaluable learning opportunities to the Chavez student population for many years to come.

On behalf of the Chavez School community, we thank Harbor Freight for this generous donation. We respectfully request that the Board provide Harbor Freight with a letter of acknowledgment and appreciation for their contribution to the futures of the students of Oxnard School District.

Thank you.



Oxnard School District

1051 South "A" Street • Oxnard, California 93030 • (805)385-1501
<http://www.oxnardsd.org>



Thurgood Marshall School

2900 Thurgood Marshall Drive, Oxnard CA 93036
(805) 385-1557 • Fax: (805) 983-7215

To: Dr. Cesar Morales
Superintendent

From: Dr. Marlene Breitenbach
Principal

Date: June 26, 2017

RE: Donation

Thurgood Marshall School received a generous donation in the amount of \$2,000 from FLIR Systems, Inc., a technology company in Santa Barbara specializing in infrared thermal systems. This donation is to be used for the purchase of any materials, books, or instructional services needed, including but not limited to technology.

On behalf of the students, parents, and staff at Thurgood Marshall School, we greatly appreciate their generosity in donating funds to our school for instructional supplies and additional enrichment material.

Their support to our school is much appreciated.

We respectfully request the Board of Trustees accept the donation to our school.

Thank you,

Dr. Marlene Breitenbach



OXNARD SCHOOL DISTRICT

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

www.oxnardsd.org



Juan Lagunas Soria School

3101 Dunkirk Drive, Oxnard, CA 93035

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



**To: Dr. Cesar Morales
Superintendent**

**From: Aracely Fox
Principal**

Date: June 20, 2017

RE: Donation valued at over \$300.00

We, at Juan Lagunas Soria School, respectfully, request that the Board of Trustees accept the donation to our school of used plant containers of an estimated value of over \$300.00 by Ojai Valley Organics, 140 Old Baldwin Rd, Ojai, CA 93023.

On behalf of Juan L. Soria, we would like to thank Ojai Valley Organics for their generous donation of plant containers. Our administrative team truly appreciates business centers who sponsor our school. Please provide a letter of appreciation to Ojai Valley Organics.

Ojai Valley Organics' support to our school and community is much appreciated.

Thank you in advance.



SAN MIGUEL PRESCHOOL

Home of the Monarchs

2400 South J Street
Oxnard, CA 93030
Phone (805) 385-1578
Fax (805) 487-6935



June 23, 2017

Ms. Marlyce Nesson
2529 Neptune Place
Port Huemene, CA 93041

Dear Marlyce:

On behalf of the students and staff at San Miguel Preschool, I would like to take this opportunity to thank you for your generous donation of \$50.00 to be spent on this year's promotion ceremony expenses. We used the money to purchase treats and water for our students and their families as well as staff, and of course everyone was so appreciative of this very kind and selfless gesture.

Sincerely,


Mary Truax
Manager of Special Education
San Miguel Infant and Preschool Services

Cc: Dr. Cesar Morales
OSD School Board

OSD BOARD AGENDA ITEM

Name of Contributor: Robin Freeman

Date of Meeting: 8/2/17

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

**Approval of Agreement/MOU #17-52, Ventura County Office of Education
(Freeman/Thomas)**

VCOE will provide professional development to staff in the Oxnard School District for the 2017-2018 school year for the continued support for the implementation of the CCSS and the California ELA Standards including writing strategies.

FISCAL IMPACT:

Not to exceed \$22,475.20 – Title I

RECOMMENDATION:

It is the recommendation of the Director, Curriculum, Instruction & Accountability, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement/MOU #17-52 with the Ventura County Office of Education.

ADDITIONAL MATERIAL(S):

Attached: Agreement/MOU #17-52, Ventura County Office of Education (1 Page)

**AGREEMENT #17-52 BETWEEN
VENTURA COUNTY OFFICE OF EDUCATION AND OXNARD SCHOOL DISTRICT
FOR PROFESSIONAL LEARNING**

The scope of this document is to define the roles and responsibilities of Ventura County Office of Education Department of Curriculum and Instruction Department staff in training administrators, coaches and teachers in the Oxnard School District, hereafter called “the District.” The purpose is to support staff in the implementation of Writing Foundational Skills.

This serves as a Memorandum of Understanding and Responsibility Agreement that “**the District**” and the **Ventura County Office of Education** will work together toward promoting the Writing Foundational skills support for K-5 teachers, with their administrators. Each agency, according to its defined role, agrees to participate in coordinating, providing and financing the following services for the purpose of this agreement.

1. **Ventura County Office of Education agrees to:**
 - a. Provide up to sixteen (16) half days of writing foundational skills support at the VCOE including VCOE room, beverages and breakfast snacks (9-21-17, 10-25-17, 10-26-17, 11-8-17, 12-7-17, 12-13-17, 1-10-18, 1-11-18, 1-17-18, 1-18-18, 1-25-18, 2-27-18, 3-6-18, 3-8-18, 3-15-18, and 4-12-18.) with CI staff fee for a total of \$20,432.00.
 - b. Maintain ownership of all documents and data produced in the training sessions.

2. **Oxnard School District agrees to:**
 - a. Ensure each participant has the appropriate set of CCSS standards for ELA and ELD.
 - b. Support trainings by expecting regular classroom visits by site principal to monitor implementation of new learning.
 - c. Pay for and provide substitute teachers, if they are needed.
 - d. Pay Ventura County Office of Education, Curriculum and Instruction Department Division \$20,432.00 and the additional materials, handouts and graphics charges for training not to exceed \$2,043.20 for a total not to exceed \$22,475.20

The Ventura County Office of Education shall monitor this Agreement to oversee implementation of project activity. This Memorandum of Understanding and Responsibility Agreement shall be effective upon signature and implemented between August 16, 2017 and June 30, 2018.

For the Oxnard School District:

Lisa A. Franz, Director, Purchasing

Date

For the Ventura County Office of Education:

Antonio Castro, Ed.D., Associate Superintendent

Date

Lisa Cline, Director, Internal Business Services

Date

OSD BOARD AGENDA ITEM

Name of Contributor: Robin Freeman

Date of Meeting: 8/2/17

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

Approval of Agreement #17-65 – Oxnard Performing Arts & Convention Center (Freeman)

This agreement is for the 8th Grade Promotion Ceremonies for Frank, Fremont and Haydock Academies which will be held at the PAC on Wednesday, June 13, 2018 at the following designated times:

Wednesday, June 13, 2018:

- 9:00am – R.J. Frank Academy of Marine Science & Engineering
- 12:00pm – Fremont Academy of Environmental Science & Innovative Design
- 3:00pm – Haydock Academy of Arts & Sciences

FISCAL IMPACT:

Not to Exceed \$3,134.00 – Unrestricted General Fund

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #17-65 with the Oxnard Performing Arts & Convention Center.

ADDITIONAL MATERIALS:

Attached: Agreement #17-65, Oxnard Performing Arts & Convention Center (12 Pages)

PERFORMING ARTS AND CONVENTION CENTER
 LICENSE AGREEMENT - THEATER

This Performing Arts and Convention Center License Agreement (“Agreement”) is made and entered into in the County of Ventura, State of California, this 2nd day of August 2017, by and between the Oxnard Performing Arts Center Corporation, a nonprofit corporation, (“PACC”), and “Oxnard School District” (“Licensee”).

WHEREAS, PACC operates and maintains the Oxnard Performing Arts and Convention Center for use by various organizations, entities and persons for conventions, trade shows, exhibitions, theatrical performances, meetings, concerts, and similar activities; and

WHEREAS, PACC hereby desires to make the Oxnard Performing Arts and Convention Center Theater available to Licensee for a license fee.

NOW, THEREFORE, PACC and Licensee agree as follows:

1. Facilities Provided

a. PACC hereby authorizes Licensee to use the Oxnard Performing Arts and Convention Center Theater (“Theater”) as more particularly LOCATED AT 800 Hobson Way, Oxnard, California 93030.

b. PACC agrees to provide Licensee with standard furnishings and equipment including heating, air conditioning, general lighting, use of the stage, dressing rooms and orchestra pit.

c. PACC agrees to provide Theater for Licensee’s use including the following services: Necessary custodial services, utilities, general supervision by Stage Manager, one public address set-up with three microphones, and one lighting set-up.

d. PACC agrees to provide Licensee with the following special equipment/ supplies and personnel:

(1) Equipment/Supplies	
(a) General Lighting	\$ <u> 0.00</u>
(b) House Sound System	<u> 0.00</u>
(c) Stage Playback Monitors	<u> 0.00</u>
(d) Lectern/ Podium	<u> 0.00</u>
(e) Orchestra Chairs	<u> 0.00</u>
(f) Panasonic DLP Projector	<u> 0.00</u>
(g) Video Recording Permit	<u> 0.00</u>
 (2) Personnel	
(a) Stage Technicians	\$ <u> 2,534.00</u>
(b) House Manager	<u> 200.00</u>
(c) No Ushers	<u> N/A</u>

(d) Box Office

N/A

2. Coordination of Use

All uses of Theater are to be coordinated with the PACC Executive Director or designee ("Executive Director") and shall be under the general direction of Executive Director.

3. License Period

PACC agrees that Licensee may use the entire complex on the following dates, during the hours specified below:

Moving In: Wednesday, June 13, 2018 6:00 AM
Moving Out: Wednesday, June 13, 2018 8:00 PM
Program: ***Wednesday, June 13, 2018 9:00 AM***

4. Reservation Fee

Licensee agrees to pay PACC a non-refundable reservation fee in the amount of **\$0.00** to Executive Director. The PACC shall credit the reservation fee toward payment of other fees and charges owed by Licensee.

5. License Fee

a. Licensee agrees to pay PACC the following fees for the use of Theater and the use of any special equipment/supplies and personnel:

(1) License Fee	\$	<u>0.00</u>
(2) Equipment/Supplies		<u>0.00</u>
(3) Personnel		<u>2,734.00</u>
(4) Insurance		<u>own</u>
(5) Non-Refundable Processing Fee		<u>25.00</u>
(6) Ticket Printing		<u>375.00</u>
TOTAL		<u>3,134.00</u>

b. Licensee agrees to pay any addendum charges for additional services or equipment related to Licensee's use of the Theater. An estimate of any addendum charges is attached hereto as Exhibit A and incorporated herein by this reference. The actual addendum charges will be determined after the PACC has actually provided the services or equipment.

6. Gross Receipts Fees

If the license fee is based on gross receipts, gross receipts shall mean the total sums,

exclusive of taxes, collected from patrons by Licensee.

7. No Free Passes

Licensee may not issue free passes or admissions to Licensee's event without the written consent of Executive Director.

8. Maintenance of Records

Licensee shall maintain true and accurate records of receipts of admissions and concession sales, if any, and shall satisfactorily and thoroughly account for the receipt thereof. Executive Director shall have the right to inspect such records.

9. Proposed Event

The event to be presented by Licensee shall consist of "2018 OSD Graduations". Licensee's use of Theater shall be limited to the event as described herein.

10. Fee for Admission

a. PACC agrees that Licensee may charge admission during the proposed use of Theater by Licensee.

b. (1) Licensee agrees to include in the price of admission to Theater a Facility Restoration Fee of \$1.00 per ticket for tickets priced \$10.00 to \$14.99 and \$2.00 per ticket for tickets priced \$15.00 or more. The Facility Restoration Fee is for the exclusive benefit of the PACC Facility Restoration Fund.

(2) All advertising for Licensee's event at Theater shall include the following statement: "A Facility Restoration Fee shall be added to each ticket."

(3) Licensee agrees, that for general admission events without tickets for sale, Licensee shall pay a \$.50 per admission Facility Restoration Fee as an addendum charge.

11. Removal of Property

a. Licensee agrees to remove from Theater, on or before 8:00 AM on the 14th day of June 2018, all property, goods, equipment, supplies and effects belonging to Licensee or caused by Licensee to be brought to Theater.

b. If any such property is not removed by the above stated time, Licensee authorizes Executive Director to sell the property in any manner Executive Director deems appropriate and to hold the proceeds from the sale for Licensee, less any costs incurred by PACC.

c. Executive Director may, in his or her sole discretion, store, or cause to be

stored, any such property not removed by the above stated time. Licensee agrees to pay PACC all costs associated with such storage.

12. PACC Not Liable For Licensee's Property

In the receipt, handling, care or custody of property of any kind shipped or otherwise delivered to Theater either prior to, during, or subsequent to the use of Theater by Licensee, PACC and its officers, agents and employees shall act solely for the accommodations of Licensee; and neither PACC nor its officers, agents or employees shall be liable for any loss, damage or injury to such property.

13. Handling of Funds

a. In the handling, control, custody and keeping of funds whether the funds are received through the PACC box office or otherwise, Licensee agrees that PACC is acting for the accommodation of Licensee, and as to such funds PACC shall not be liable to Licensee or to any other person for any loss, theft or defalcation thereof, whether such loss, theft, or defalcation is caused or done by officers, employees or agents of the PACC.

b. No PACC officer, employee or agent shall be liable for any loss, theft or defalcation of such funds unless PACC willfully causes or permits the same or unless the loss, theft or defalcation was caused by the gross negligence of an officer, employee or agent of PACC.

14. Prop Entrance

Licensee shall bring all prop articles, fixtures, materials, displays into or out of Theater only at such entrances as may be designated by Executive Director.

15. Care of Theater

Licensee will not drive any nails, screws, tacks, pins, or other objects into the floors, walls, ceilings, partitions, doors, door or window casings, or woodwork of Theater and will not in any manner change or move any of the fixtures of Theater except as may be authorized by Executive Director.

16. Electrical Work and Plans

Licensee shall file with Executive Director a description of all electrical work and a plan or description of any structures, or decorations to be erected for the event. Licensee will not construct or erect such electrical work, structures, or decorations without prior written approval by Executive Director.

17. Animals Prohibited

Licensee agrees that no domestic or wild animals or birds shall be taken into, or

kept in or about Theater, or any part thereof, without the written consent of Executive Director.

18. Signs Require Permission

Licensee agrees that no signs or advertisements shall be placed in, on, or about Theater without the consent of Executive Director.

19. Televising Requires Permission

No event presented in Theater shall be broadcast, televised, or in any manner recorded for reproduction without the written consent of Executive Director.

20. Conduct of Persons

a. Licensee agrees to comply with all ordinances, statutes, rules and regulations applicable to the conduct or operation of the activities of Licensee herein permitted. Licensee shall provide adequate security protection to maintain order in and about Theater.

b. Licensee shall be solely responsible for the orderly conduct of all persons using Theater by invitation, either expressed or implied, during all times covered by this Agreement.

c. Licensee shall not permit intoxicated persons or alcoholic beverages at Theater by invitation, either expressed or implied, during all times covered by this Agreement.

d. PACC reserves the right to eject or cause to be ejected from Theater any person making loud, personal, impertinent, profane or slanderous remarks so as to disrupt an event at Theater.

21. Control of Theater

a. The keys to Theater shall at all times be in the possession and control of Executive Director. PACC shall lock and unlock the entrance and exits of Theater at such times as may be required for Licensee's use. Licensee, at its own expense, must at all times place proper security at all entrances and exits when the same are unlocked.

b. PACC and all duly authorized representatives of PACC shall have the right to enter Theater and all parts thereof at all times.

22. Lost Articles

PACC or its representatives shall have the sole right to collect and have the custody of articles left in Theater by persons attending any event. Licensee or any person in Licensee's employ shall not collect nor interfere with the collection or custody of such articles.

23. Flammable Materials

Licensee may not use flammable materials such as bunting, tissue paper, crepe paper, for decorations. All materials used for decorative purposes must be treated with flame proofing and approved by the Fire Marshall.

24. Entertainment Standards

Licensee shall not conduct any event in Theater and Complex that is illegal or obscene.

25. Concession Sales by PACC

PACC reserves the sole right:

a. To contract for the sale of programs, librettos, periodicals, books, magazines, newspapers, soft drinks, flowers, tobacco, candies, food, novelties or any related merchandise commonly sold or dispensed in Theater and Complex; opera glasses, cushions, and other articles; and photographs.

b. To operate the parking lots, and check rooms; provided, however, that Executive Director may, in writing, authorize Licensee to do any of the aforesaid upon such terms as Executive Director deems proper under the circumstances, subject to the provisions of any existing contracts.

26. Sales by Licensee

a. Licensee may sell from the Theater only those items approved in writing by Executive Director. Licensee shall provide Executive Director with an accounting of such sales and shall pay PACC fifteen percent (15%) of the gross amount of sales, exclusive of sales tax.

b. Licensee shall not serve food or beverages for the event except by agreement with caterers approved by Executive Director.

27. Use of PACC Box Office

Licensee agrees that PACC shall be responsible for ordering and selling tickets sold at the PACC box office at fees so designated on the Box Office Agreement attached hereto as Exhibit B. If a computerized ticket system is used, Licensee agrees to use PACC's designated ticket agency.

28. Complimentary Tickets

a. Licensee agrees not to issue more than fifty (50) complimentary tickets to the Licensee's event without the written consent of Executive Director.

29. Copyright

Licensee agrees to assume all costs and obligations arising from the use of patented and/or copyrighted materials, equipment, devices, processes or dramatic rights furnished or used or incorporated in the event. Licensee agrees to obtain and pay for all appropriate BMI, ASCAP, and SESAC licenses for the event.

30. Assignment

Licensee shall not assign this Agreement in whole or in part, nor may any right hereunder granted to Licensee be granted in turn to any other person without the written consent of Executive Director.

31. Occupancy Interruption

a. In case Theater or any part thereof shall be destroyed or damaged by fire or any other cause, or if any other casualty or unforeseen occurrence, including strikes, labor disputes, war, or acts of military authorities, shall render the fulfillment of this Agreement difficult or impossible of performance, this Agreement shall be immediately terminated.

b. PACC shall not in any such case be held liable or responsible to Licensee for any damage caused by termination of this Agreement. PACC shall be relieved from any further liability by reason of this Agreement, and no claims or compensation or damage shall be made against the PACC by Licensee. Any fee for the unused portion of the Agreement shall under such circumstances be refunded to Licensee.

32. Indemnity

a. To the fullest extent permitted by law, Licensee shall (1) immediately defend; (2) indemnify; and (3) hold harmless PACC, the City of Oxnard, its City Council, each member thereof, and its directors, officers, and employees (the "**Indemnified Party**") from and against all liabilities regardless of nature, type, or cause, arising out of or resulting from or in connection with Licensee's performance of this Agreement or Licensee's failure to comply with any of its obligations contained in this Agreement. Liabilities subject to the duties to defend and indemnify include, without limitation, all claims, losses, damages, penalties, fines, and judgments; associated investigation and administrative expenses; defense costs, including but not limited to reasonable attorneys' fees; court costs; and costs of alternative dispute resolution. Licensee's obligation to indemnify applies unless it is adjudicated that any of the liabilities covered by this Section are the result of the sole active negligence or sole willful misconduct of the Indemnified Party. If it is finally adjudicated that liability is caused by the comparative negligence or willful misconduct of the Indemnified Party, Licensee's indemnification obligation shall be reduced in proportion to the established comparative liability of the Indemnified Party.

b. The duty to defend is a separate and distinct obligation from Licensee's duty to indemnify. Licensee shall be obligated to defend, in all legal, equitable, administrative, or special proceedings, with counsel approved by the Indemnified Party immediately upon tender to Licensee of the claim in any form or at any stage of an action or proceeding, whether or not liability is

established. An allegation or determination of negligence or willful misconduct by the Indemnified Party shall not relieve Licensee from its separate and distinct obligation to defend the Indemnified Party. The obligation to defend extends through final judgment, including exhaustion of any appeals. The defense obligation includes the obligation to provide independent defense counsel if Licensee asserts that liability is caused in whole or in part by the negligence or willful misconduct of the Indemnified Party. If it is finally adjudicated that liability was caused by the sole active negligence or sole willful misconduct of the Indemnified Party, Licensee may submit a claim to PACC for reimbursement of reasonable attorneys' fees and defense costs.

c. This Section shall survive completion or termination of this Agreement. The provisions of this Section shall not be restricted by and do not affect the provisions of this Agreement relating to insurance.

33. Insurance

a. Licensee shall obtain and maintain in full force and effect during the use and occupation of Theater under this Agreement the insurance coverage's as specified in Exhibit C, attached hereto and incorporated in full herein by this reference, issued by a company satisfactory to Executive Director, unless Executive Director, waives, in writing, the requirement that Licensee obtain and maintain such insurance coverage's.

b. Licensee shall, prior to the use and occupation of Theater, file with Executive Director evidence of insurance coverage as specified in Exhibit D. Evidence of insurance coverage shall be forwarded to Executive Director, addressed as specified in Exhibit D.

c. Maintenance of proper insurance coverage's by Licensee is a material element of this Agreement. Licensee's failure to maintain or renew insurance coverage's or to provide evidence of renewal may be considered as a material breach of this Agreement.

34. Maintenance and Repair

Licensee agrees to maintain Theater and other portions of the premises of PACC to which Licensee, its employees, agents, licensees or any member of the public has access to by reason of this Agreement in good condition, reasonable wear and tear, damage by the elements, act of God, or casualties beyond the control of Licensee only excepted. Licensee agrees to return Theater in the same condition as before use of the same was permitted, ordinary wear and tear, damage by the elements, acts of God, or casualties beyond the control of Licensee excepted.

35. Default

a. Should Licensee default in the performance of any of the terms and conditions of this Agreement, PACC, at its option, may terminate the Agreement. Licensee shall be liable for the full amount of the fee provided for herein less fees received from others for use of Theater at the time, or times, specified in this Agreement.

b. Any deposit made by Licensee to PACC shall be retained by PACC.

36. Cancellation by PACC

a. In addition to the right to terminate this Agreement upon Licensee's default, PACC shall have the right:

(1) To terminate this Agreement at any time when Theater is required by public necessity or emergency use.

(2) To terminate this Agreement at any time, without liability to PACC, upon ten days written notice when Licensee proposes a special service event for which no fee is to be charged.

(3) To terminate this Agreement at any time without liability to PACC, upon 21 days written notice, in all other instances.

b. Upon termination by PACC, any deposit made by Licensee shall be refunded.

c. Licensee hereby waives any claim Licensee may have against PACC stemming from any cancellation of this Agreement by PACC prior to the date of the event.

37. Cancellation by Licensee

No cancellation by Licensee shall be accepted by Executive Director if less than 21 days prior to the date of the event. Failure to cancel prior to this time will subject Licensee to payment of all fees.

38. Attorneys' Fees

Licensee and PACC agree that the prevailing party's reasonable costs, attorneys' fees and expenses, including investigation fees and expert witness fees, shall be paid by the non-prevailing party in any dispute involving the terms and conditions of this Agreement.

39. Entire Agreement

Licensee and PACC agree that this Agreement constitutes the entire agreement of the parties regarding the subject matter described herein and supersedes all prior communications, agreements, and promises, either oral or written.

Signatures on next page

OXNARD PERFORMING ARTS
CENTER CORPORATION

LICENSEE
Oxnard School District

Oxnard Performing Arts Center Manager

Lisa A. Franz
Director, Purchasing

NOTE: This License Agreement is a standard agreement previously approved as to form by the City Attorney and the General Counsel.



EXHIBIT A

Addendum to Estimate Sheet

Event: 2018 OSD Graduation

Date: June 13, 2018

Time: 9 am-8 pm

Equipment Rental Fees: \$0.00

Recap of Personnel Fees:

Stage Technicians	<u>\$2,534.00</u>
House Manager	<u>\$200.00</u>
No Ushers	<u>n/a</u>
Box Office Fee	<u>n/a</u>

Total Personnel Fees:	\$2,734.00
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Contract Total Fees:

Rental Fee	<u>\$0.00</u>
Equipment/ Supplies Fee	<u>\$0.00</u>
Personnel Charges	<u>\$2,734.00</u>
Insurance	<u>own</u>
Ticket Printing	<u>\$375.00</u>
Non-Refundable Processing Fee	<u>\$25.00</u>
Security Guards Fee	<u>n/a</u>

Total Contract Fees:	\$3,134.00
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Less Deposit Paid: _____

Total Due to PACC:	\$3,134.00
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Prepared by: Brad McElmurry/ Technical Requirements/ Phone: (805)385-8162

Prepared by: Jose Becerra/ Rental Information/ Phone: (805)766-8535



ESTIMATE ONLY

Date Proce...	Estimate #
6/13/2018	368

Bill To
Oxnard Elementary School District Lydia Alvara

Event Name
2018, 8th Grade Graduations

Time Of Event	Date Of Event	Tech Info
9a - 8p	6/13/2018	NO

Description	Time	Qty ...	Rate	OT ...	Amount
General Lighting, no colour, no specials, white light only.			0.00		0.00
House Sound System			0.00		0.00
Stage Playback Monitors (2) Mackie S215			0.00		0.00
Lectern/ Podium			0.00		0.00
Orchestra Chairs			0.00		0.00
Panasonic PT-DX810 8 K Lumen DLP Projector			0.00		0.00
Video Recording Permit			0.00		0.00
EQUIPMENT RENTAL SUBTOTAL					0.00
Wed. 6/13/2018 Setup, Perf's & Strike					
Stage Technical Director	6a - 8p	10	28.00	3	280.00
Lighting Technician	6a - 8p	8	19.00	5	152.00
Electrician	6a - 8p	8	19.00	5	152.00
Sound Technician	6a - 8p	8	19.00	5	152.00
Stagehand / Flys (3ea.)	6a - 8p	24	19.00	15	456.00
Stage Desk / Curtain Op	6a - 8p	8	19.00	5	152.00
OT / Stage 1.5 Rate		28	28.50		798.00
OT / Stage 2.0 Rate		7	38.00		266.00
OT / Tech Dir		3	42.00		126.00
APPLICABLE DINNER BREAKS HAVE BEEN DEDUCTED					
STAGE TECHNICAL LABOR SUBTOTAL					2,534.00
(WVEQ295XX)					

Brad McElmurry Technical Director	PACC Does Not Provide Ladders/ Please Do Not Affix Signs To Painted Surfaces:	Total	\$2,534.00
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OSD BOARD AGENDA ITEM

Name of Contributor: Robin Freeman

Date of Meeting: 8/2/17

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

**Approval of Agreement/MOU #17-66, Ventura County Office of Education
(Freeman/Batista)**

VCOE will provide professional development to teachers in the Oxnard School District for the 2017-2018 school year in the area of Integrated ELD for mathematics, Integrated ELD Science and History-Social Science (HSS).

FISCAL IMPACT:

Not to exceed \$32,600.00 – Title I

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 #17-66 with the Ventura County Office of Education.

ADDITIONAL MATERIAL(S):

Attached: Agreement/MOU #17-66, Ventura County Office of Education (1 Page)

**AGREEMENT #17-66 BETWEEN
VENTURA COUNTY OFFICE OF EDUCATION AND OXNARD SCHOOL DISTRICT
FOR PROFESSIONAL LEARNING**

The scope of this document is to define the roles and responsibilities of Ventura County Office of Education Department of Curriculum and Instruction Department staff in training administrators, coaches and teachers in the Oxnard School District, hereafter called “the District.” The purpose is to support staff in Integrated ELD (I ELD) for mathematics, science and History/ Social Studies.

This serves as a Memorandum of Understanding and Responsibility Agreement that “**the District**” and the **Ventura County Office of Education** will work together toward promoting I-ELD implementation support for teachers. Each agency, according to its defined role, agrees to participate in coordinating, providing and financing the following services for the purpose of this agreement.

1. **Ventura County Office of Education agrees to:**

- A. Provide three (3) full days and six (6) half days of Integrated ELD for mathematics. Specifically, three (3) full days with one (1) day each for grades 6, 7, and 8 and six (6) ½ days (afterschool) grade 6-8 for a total cost of \$15,600.00
- B. Provide three (3) full day sessions (dates TBD) of Integrated ELD Science support for teachers of grades 6-8. Specifically, one (1) day 6th Grade NGSS Overview, one (1) day: 6-8 ELD overview for Science; and 1 day: 6-8 Integrated ELD for Science for a total cost of \$5,250.00.
- C. Provide five (5) full day sessions (dates TBD) of History- Social Science (HSS) support for teachers of grades 6-8. Specifically, one (1) day each overview of the HSS Framework for grades 6, 7 and 8 grade and two (2) days of Integrated ELD support including a Standards overview with a focus on Speaking and Listening skills for a total cost of \$8,750.00.
- D. Maintain ownership of all documents and data produced in the training sessions.

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

- a. Ensure each participant has the appropriate set of ELD Standards.
- b. Support trainings by expecting regular classroom visits by site principal to monitor implementation of new learning.
- c. Pay for and provide substitute teachers, if they are needed.
- d. Pay Ventura County Office of Education, Curriculum and Instruction Department Division \$29,600.00 and the additional materials, handouts and graphics charges for training not to exceed \$3,000.00 for a total \$32,600.00

The Ventura County Office of Education shall monitor this Agreement to oversee implementation of project activity. This Memorandum of Understanding and Responsibility Agreement shall be effective upon signature and implemented between August 16, 2017 and June 30, 2018.

For the Oxnard School District

Lisa A. Franz, Director, Purchasing

Date

For the Ventura County Office of Education

Antonio Castro, Ed.D., Associate Superintendent

Date

Lisa Cline, Director, Internal Business Services

Date

OSD BOARD AGENDA ITEM

Name of Contributor: Robin Freeman

Date of Meeting: 8/2/17

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

Approval of Agreement #17-67 – WestEd (Freeman/Curtis)

WestEd will provide 3 days of Professional Development on the Next Generation Science Standards for Oxnard School District teachers on August 7-9, 2017.

FISCAL IMPACT:

\$22,906.00 – Title II

RECOMMENDATION:

It is the recommendation of the Director, Curriculum, Instruction and Accountability, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #17-67 with WestEd.

ADDITIONAL MATERIAL(S):

Attached: Agreement #17-67, WestEd (3 Pages)
Certificate of Insurance (4 Pages)



excellence in research, development, and service

CONTRACT

This Contract is entered into between WestEd and the Funder named in Section A. below

SECTION A: CONTACTS

FUNDER

Oxnard School District
Mary E. Curtis
Director of Curriculum,
Instruction, & Accountability
1051 South A Street
Oxnard, CA 93030
P: (805) 385-1501 X2316
mcurtis@oxnardsd.org

WestEd

WestEd Technical:
Kathy DiRanna
K-12 Alliance Director
400 Seaport Court, Suite 222
Redwood City, CA 94063-2767
P: (714) 812-0288
kdirann@wested.org

WestEd Contracts:
Contracts Management
Department
730 Harrison Street
San Francisco, CA 94107
P: 415.615.3136
contracts@wested.org

WestEd Billing:
Tulin Wu
A/R Manager
4665 Lampson Avenue
Los Alamitos, CA 90720
P: 562.799.5188
twu@wested.org

SECTION B: WORK OR SERVICES

1. Contract Term

Start Date: 07/01/2017

End Date: 09/30/2017

2. Work or Services to be completed by WestEd (brief description):

Please see the attached Scope of Work, Exhibit 1.

3. Maximum Fees and expenses: **\$22,906.00**

4. Attachments

The parties agree to comply with the terms and conditions of the following attachments which are by this reference made a part of this Contract.

See Attached:

<input checked="" type="checkbox"/>	WestEd Terms and Conditions
<input checked="" type="checkbox"/>	Scope of Work, Exhibit 1
<input type="checkbox"/>	Budget Detail
<input type="checkbox"/>	Additional Attachments:

SECTION C: PAYMENT

Payment Schedule:

This is a fixed price contract.
50% shall be due upon execution of contract,
50% shall be due upon completion of services.

Checks Made Payable to:

WestEd Accounts Receivable
4665 Lampson Avenue
Los Alamitos, CA 90720

Electronic Fund Transfers (EFT):

Wells Fargo Bank
ABA Number 121000248
Account Number: 4029113164

All payments must include a reference to Contract Number: C-00014856

SECTION D: AUTHORIZED SIGNATORIES

IN WITNESS WHEREOF, this Contract has been executed by the parties hereto.

WestEd

Agreed and accepted:

Authorized Signature

Name: Virgilio F. Tinio, Jr.

Title: Contracts Manager

Date: Jun 26, 2017

Oxnard School District ("Funder")

Agreed and accepted:

Authorized Signature

Name: Lisa A. Franz

Title: Director, Purchasing

Date:

1.0 Key Personnel: At all times during the term of this Contract, WestEd's performance shall be under the personal supervision and direction of the WestEd Technical Contact provided in Section A of the Contract cover page.

2.0 Independent WestEd Status and Responsibilities: In performing its services, WestEd shall be an independent contractor with authority and responsibility to control and direct the performance of the services required under this Contract, subject to Funder's general right to inspect work in progress to determine whether the services are being performed in accordance with this Contract. All persons hired and/or contracted by WestEd shall be WestEd's employees and/or subcontractors. WestEd shall be responsible for the accuracy, completeness, and adequacy of all services performed by WestEd's employees and/or subcontractors and shall ensure that all applicable Federal, State and County licensing and operating requirements and all applicable accreditation and other standards of quality generally accepted in the field of WestEd's activities are complied with and satisfactorily met. WestEd voluntarily and knowingly assumes the entire liability (if any such liability is determined to exist) to its employees and/or subcontractors or to other persons for all loss, damage, or injury caused by WestEd's employees and/or subcontractors in the course of their employment and/or contract. WestEd shall be responsible for payment of applicable income, social security, and other Federal, State or County taxes and fees, and all statutory benefits including, without limitation, Workers' Compensation, Unemployment Insurance and Temporary Disability Insurance

3.0 Non-Discrimination in Employment: No person shall on the ground of race, religion, citizenship, color, disabilities, national origin, sex, age, political affiliation, service in the uniformed services, genetic information or genetic characteristics, ancestry, marital status, sexual orientation, gender identity, pregnancy, physical or mental disability, medical condition or beliefs be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded or otherwise financially assisted, in whole or in part with funds made available hereunder.

4.0 Termination: It is mutually agreed that either party may terminate this Contract by giving thirty (30) calendar days advance, written notice. Should Funder choose to exercise this termination clause, WestEd shall be paid for all work completed up to and including the date of termination and any non-cancelable obligations. WestEd agrees to submit all final invoices with respect to this Section 4.0 within ninety (90) days of termination of this Contract. See Section 11.0 for specifics regarding notice.

5.0 Intellectual Property Ownership: WestEd is the sole and exclusive owner of any newly created work developed by WestEd under this Contract. WestEd hereby grants to Funder a nonexclusive, non-transferable, royalty-free license to use the newly created work for non commercial purposes.

All pre-existing WestEd data and materials provided to Funder by WestEd to assist in the performance of this Contract shall remain WestEd's property. Upon expiration or termination of the Contract for any reason, Funder shall request instructions from WestEd regarding whether Funder should: (i) Erase or destroy any WestEd data and/or materials maintained by Funder; or (ii) Return the data and/or materials to WestEd. This provision shall survive termination of this Contract.

6.0 Indemnification: Funder agrees to indemnify and hold harmless WestEd, its officers, employees and agents from all claims, liabilities and losses by whomever asserted arising out of acts or omissions by Funder, its officers, employees and agents in the performance of this Contract, except those arising by reason of the sole negligence of WestEd, its officers, employees and agents. This provision shall survive termination of this Contract.

7.0 No Alteration of Contract: No alteration, addendum, modification, or waiver of the terms of this Contract shall be valid unless made in writing and signed by both parties, and no oral understanding or agreement not incorporated herein shall be binding on either of the parties. No inline delineation or alteration shall be accepted or bind WestEd.

8.0 Authority to Sign: Both parties executing this Contract acknowledge and warrant that they possess the authority to enter into this Contract on behalf of their respective companies.

9.0 Conflict of Interest: Funder and WestEd agree that, to the best of each party's knowledge and belief, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest, as defined as, activities or relationships with other persons, organizations or any other third party which would cause either party to be unable or potentially unable to render impartial assistance or advice to the other party or the other party's objectivity in performing the work might be otherwise impaired, or resulting in an unfair competitive advantage, or that Funder or WestEd has disclosed all such relevant information to the other party. Funder and WestEd agree that if an actual or potential organizational conflict of interest is discovered after this Contract is executed, each party will make a full disclosure in writing to the

other party. This disclosure shall include a description of actions which the party has taken or proposes to take, after consultation with other party, to avoid, mitigate, or neutralize the actual or potential conflict. WestEd or Funder may terminate for convenience this Contract, in whole or in part, if it deems such termination necessary to avoid an organizational conflict of interest. If Funder or WestEd was aware of a potential organizational conflict of interest prior to the execution of this Contract or discovered an actual or potential conflict after award and did not disclose or misrepresented relevant information to the other party, the Contract may be terminated for default, or the parties may pursue such other remedies as may be permitted by law or this Contract.

10.0 Confidential Information: "Confidential Information" shall mean with respect to a party hereto (the "Disclosing Party"), collectively, all technical, financial and business information of any kind whatsoever, including, where appropriate and without limitation, all data, specifications, research projections, processes, techniques, technology, ideas, know-how, improvements, inventions (whether or not patentable or copyrightable), trade secrets, formulae, information concerning research or development by or for the Disclosing Party, information which is or has been generated or received in confidence by or for the Disclosing Party by or from any person, and any other information as well as any and all tangible and intangible embodiments thereof of any kind whatsoever; in each case disclosed by the Disclosing Party to the other party hereto (the "Receiving Party"), or obtained by the Receiving Party through observation or examination of the foregoing, regardless of whether such information or embodiment has been marked as confidential. Confidential Information shall include disclosures in any form, whether in writing, in an electronic format (including without limitation emails, tapes, diskettes, compact disks, or other similar media), and orally (in the case of oral disclosures, only if such disclosure is identified as confidential prior to disclosure). Each party agrees: (a) to hold the other party's Confidential Information in strict confidence in accordance with this Section 10.0; (b) to exercise at least the same care in protecting the other Party's Confidential Information from disclosure as the party uses with regard to its own Confidential Information; (c) to restrict dissemination of Confidential Information within its organization to employees/personnel having a need to know in connection with the stated or defined purpose herein; (d) not to disclose such Confidential Information to third parties without the prior, written consent of the disclosing party; and (e) not to use any Confidential Information for any purpose except for the stated or defined purpose herein without the prior written consent of the disclosing party.

11.0 Notices: Any notice or other communication shall be in writing, and will be considered to have been given if delivered by hand or sent by certified United States mail, return receipt requested, or by commercial courier service to the other party at the address stated above or to such other address as may be specified by either party in a notice to the other. Notice is effective upon receipt.

12.0 Force Majeure: WestEd will not be liable for any failure to perform as required by this Contract, if the failure to perform is caused by circumstances reasonably beyond WestEd's control, such as labor disturbances or labor disputes of any kind, accidents, failure of governmental approval required for full performance, civil disorders or commotions, acts of aggression, acts of God, energy or other conservation measures, explosions, failure of utilities, mechanical breakdowns, material shortages, disease, theft, or other such occurrences.

13.0 Governing Law: This Contract shall be governed by the internal substantive laws, but not the choice of law rules, of the State of California.

14.0 Entire Agreement: This Contract, together with Exhibits hereto, is the entire agreement of the parties and supersedes any prior agreements between them, whether written or oral, with respect to the subject matter hereof.

15.0 Severability: If any provision of this Contract is found by a court to be void, invalid or unenforceable, this Contract will either be reformed to comply with applicable law or the provision in question will be stricken so as not to affect the validity or enforceability of the remainder of this Contract.

16.0 Counterparts: This Contract may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.

17.0 Order of Precedence: In the event of a discrepancy between these terms and conditions and any additional exhibits or attachments, the language of these terms and conditions will prevail.

**K-12 Alliance @ WestEd
Scope of Work for NGSS
Oxnard Elementary School District**

Dates of Service: July 1, 2017-Sept 30, 2017

Amount: \$22,906

Scope of Work:

The K-12 Alliance will provide 3 days of professional learning on the Next Generation Science Standards for teachers in grade bands: K-2; 3-5; 6-8. The estimated number of teachers is 90-100. The sessions will be offered on August 7, 8, 9, 2017.

The 3-day learning experiences will address: an example lesson in the grade band with a debrief for the NGSS shifts; designing for phenomenon-based instruction; using the science and engineering practices for student discovery; incorporating engineering in the learning sequences; and planning for implementing these shifts in the 2017-2018 school year.

The contract covers 1trainer/grade band, preparation, travel, presentation and materials.



Liability Insurance

Endorsement

Policy Period November 30, 2016 To November 30, 2017
Effective Date November 30, 2016
Policy Number 3602-7402)
Insured WestEd
Name of Company FEDERAL INSURANCE COMPANY
Date Issued November 30, 2016

This Endorsement applies to the following forms:

GENERAL LIABILITY
LIQUOR LIABILITY

Under Who Is An Insured, the following provision is added.

Who Is An Insured

Additional Insured - Scheduled Person Or Organization

Persons or organizations shown in the Schedule are **insureds**; but they are **insureds** only if you are obligated pursuant to a contract or agreement to provide them with such insurance as is afforded by this policy.

However, the person or organization is an **insured** only:

- if and then only to the extent the person or organization is described in the Schedule;
- to the extent such contract or agreement requires the person or organization to be afforded status as an **insured**;
- for activities that did not occur, in whole or in part, before the execution of the contract or agreement; and
- with respect to damages, loss, cost or expense for injury or damage to which this insurance applies.

No person or organization is an **insured** under this provision:

- that is more specifically identified under any other provision of the Who Is An Insured section (regardless of any limitation applicable thereto).
- with respect to any assumption of liability (of another person or organization) by them in a contract or agreement. This limitation does not apply to the liability for damages, loss, cost or expense for injury or damage, to which this insurance applies, that the person or organization would have in the absence of such contract or agreement.

Liability Endorsement

(continued)

Under Conditions, the following provision is added to the condition titled Other Insurance.

Conditions

*Other Insurance –
Primary, Noncontributory
Insurance – Scheduled
Person Or Organization*

If you are obligated, pursuant to a contract or agreement, to provide the person or organization shown in the Schedule with primary insurance such as is afforded by this policy, then in such case this insurance is primary and we will not seek contribution from insurance available to such person or organization.

Schedule

Persons or organizations that you are obligated, pursuant to a contract or agreement, to provide with such insurance as is afforded by this policy.

All other terms and conditions remain unchanged.

Authorized Representative



Conditions

(continued)

***Transfer Or Waiver Of
Rights Of Recovery
Against Others***

We will waive the right of recovery we would otherwise have had against another person or organization, for loss to which this insurance applies, provided the **insured** has waived their rights of recovery against such person or organization in a contract or agreement that is executed before such loss.

To the extent that the **insured's** rights to recover all or part of any payment made under this insurance have not been waived, those rights are transferred to us. The **insured** must do nothing after loss to impair them. At our request, the **insured** will bring **suit** or transfer those rights to us and help us enforce them.

This condition does not apply to **medical expenses**.

OSD BOARD AGENDA ITEM

Name of Contributor: Robin Freeman

Date of Meeting: 8/2/17

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

Approval of Agreement #17-80, Ellevation Education (Freeman/Batista)

Ellevation Education will provide professional development to teachers in the Oxnard School District for the 2017-2018 school year on the use and deployment of their Ellevation software.

FISCAL IMPACT:

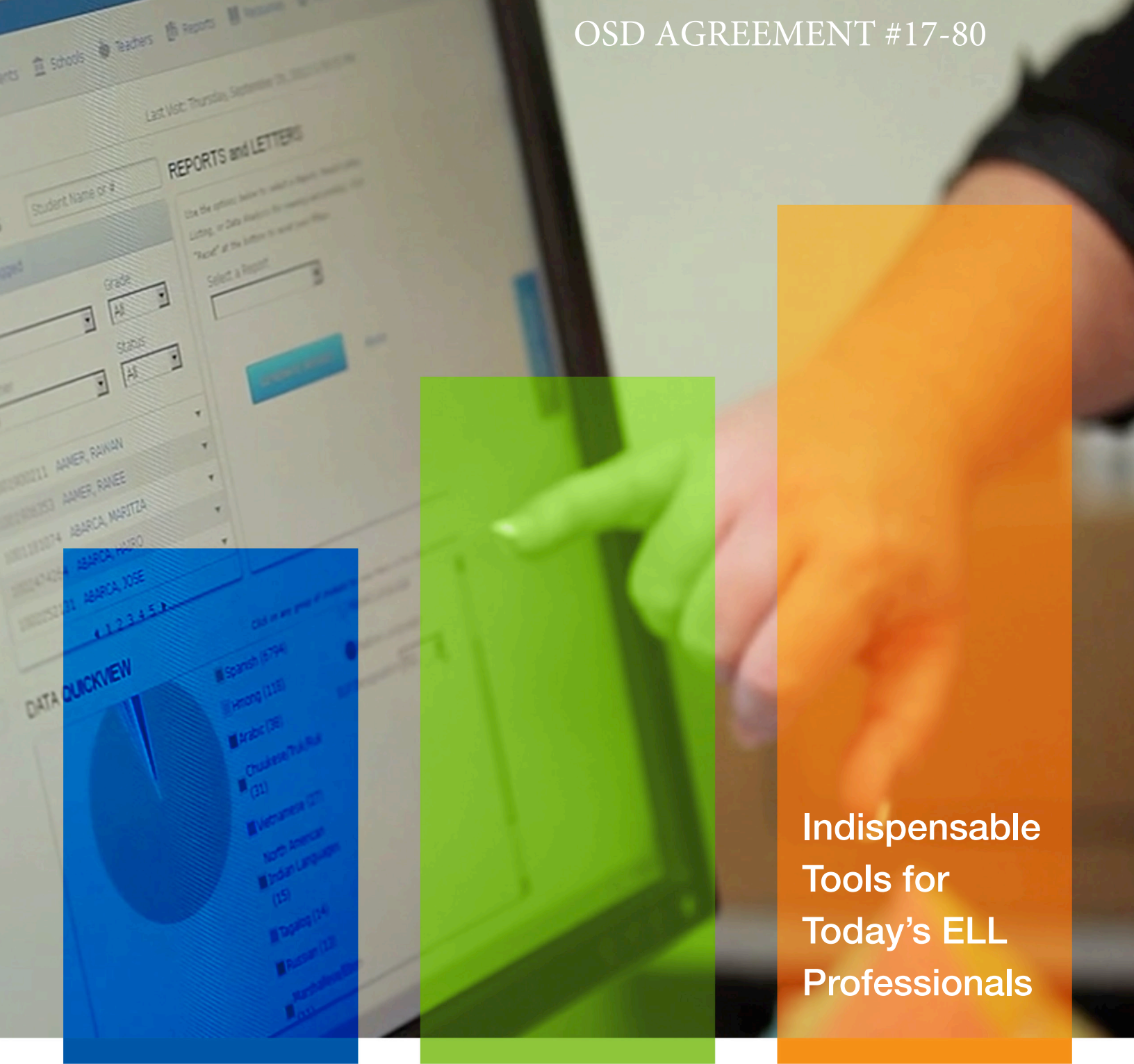
Not to exceed \$18,000.00 – General Fund

RECOMMENDATION:

It is the recommendation of the Director, English Learner Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #17-80 with Ellevation Education.

ADDITIONAL MATERIAL(S):

Attached: Agreement #17-80, Ellevation Education (21 Pages)
 Certificate of Insurance (1 Page)



Indispensable
Tools for
Today's ELL
Professionals



Prepared for:

Prepared by:



Executive Summary	3
About Us	3
Ellevation Products	4
Ellevation in California: Features & Benefits	5
Ellevation Strategies: Features & Benefits	10
Testimonials	11
Technical Review	12
District Investment	14
Ellevation Order Form and Customer Agreement	15



Executive Summary

Ellevation is a software company exclusively focused on English Learners (ELs) and the educators that serve them. Today, Ellevation serves 500 public school districts across 38 states. In the following proposal we'll discuss our approach to serving EL professionals, identify benefits associated with using Ellevation, introduce technical requirements and an implementation timeline, and provide next steps on how to get started.

About Us

Our Story

Ellevation was initially conceived in 2006 by an ELL coordinator in North Carolina named Carrie Hill.

The inspiration for creating the product grew out of the frustration that many EL professionals like her experience every day; namely, overwhelming administrative burdens and communication obstacles that divert attention away from student instruction.

Today, with our focus still rooted in the experience of educators, Ellevation develops tools that simplify administrative obligations, save time, and enable more effective instruction so that EL students can thrive in school and beyond.

Our Mission

The success of our nation's underserved students is closely tied to effective teaching. To support hard-working and passionate educators, we develop solutions to improve instruction, enhance collaboration and maximize impact.

Our Team

Ellevation, LLC is a company formed by educators to serve educators. The Ellevation team brings a diverse array of experiences and expertise to the work. In fact, many of our current employees are former ELD teachers.

Our talented team continues to grow with offices in Texas, North Carolina, California, Illinois and Massachusetts. We currently serve over 12,000 ESL / Bilingual educators in 500 school districts across the country impacting over one million English Learners.

Fast Facts: 2016 At-A-Glance

2006

In 2006 an ELL coordinator and her father developed the first Ellevation platform

60+

Ellevation team members as of July 2016

500+

School districts served across the country

12,000+

ELD/Bilingual educators served

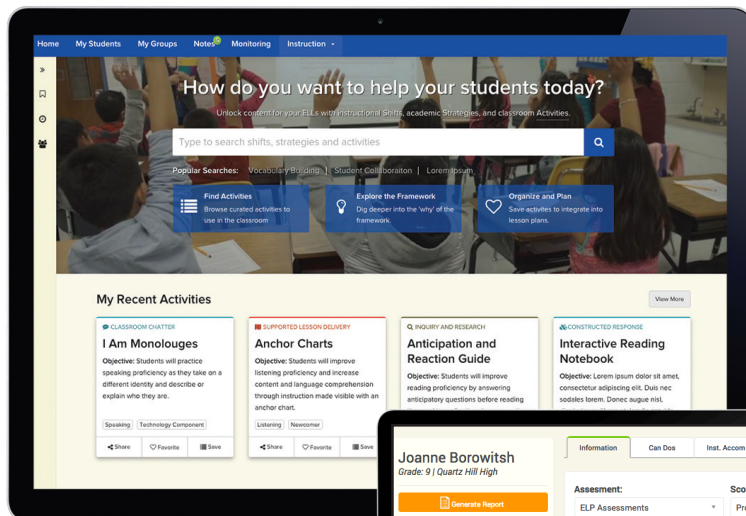
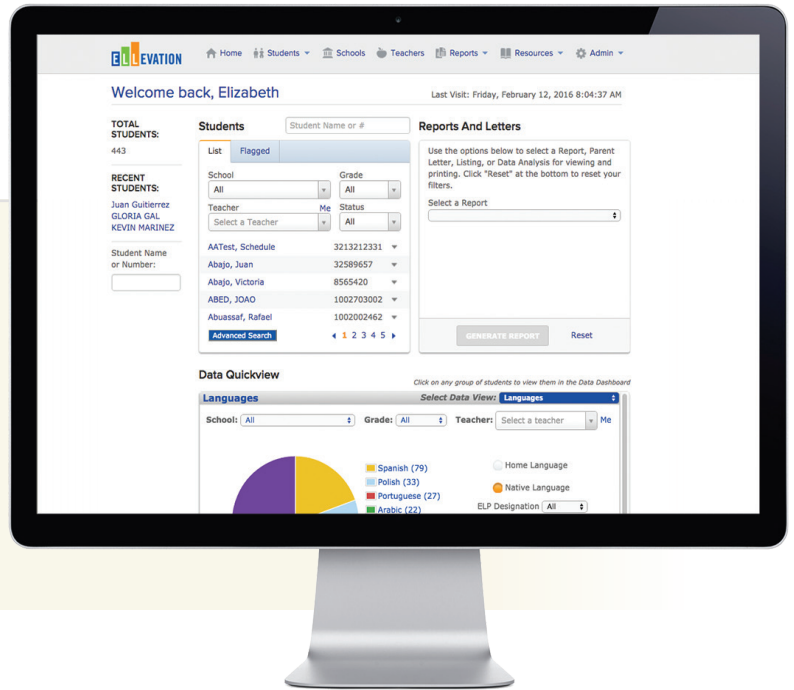
1.2⁺ MM

ELs impacted

For EL Coordinators & ELD Specialists

Program Management

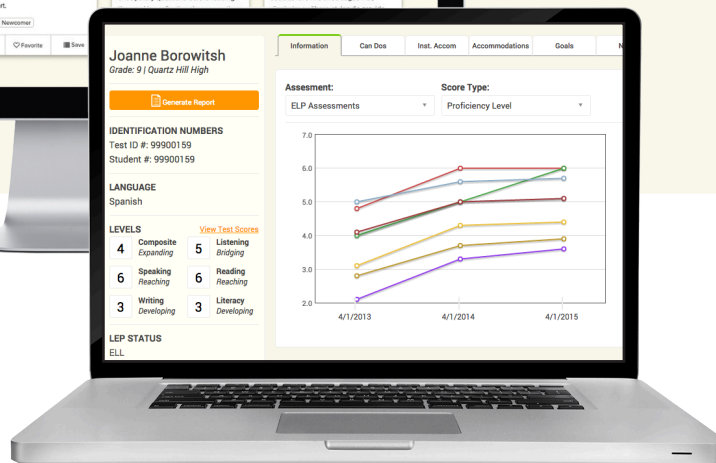
- Data Analysis
- Record Keeping
- Reporting
- Standards Aligned Instructional Planning



For Classroom Teachers

Collaboration Tools & Instructional Support

- Digital Student Monitoring
- Document Storage
- Effective Strategies
- Classroom Activities





The Basics: Your English Learners

Ellevation offers educators a detailed look at English Learners. Using Ellevation, educators can review a student's proficiency level, accommodations and more, while monitoring current, reclassified, and exited students.

ELs at a glance

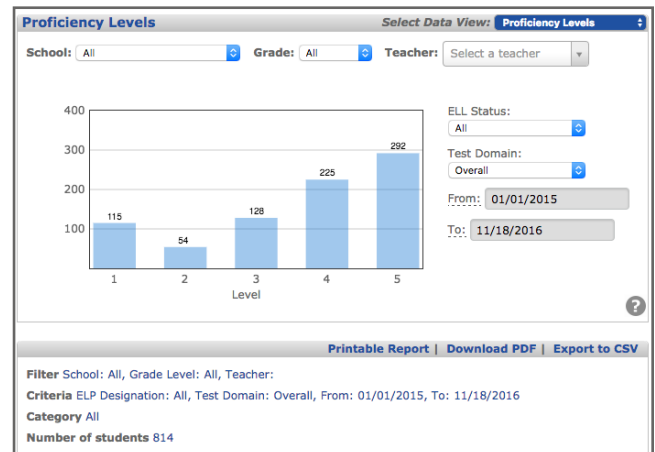
Get to know students more deeply.

Easily view a student's level, status, and history, and record notes.

Student Name	ID
Abajo, Juan	32589657
Abajo, Victoria	8565420

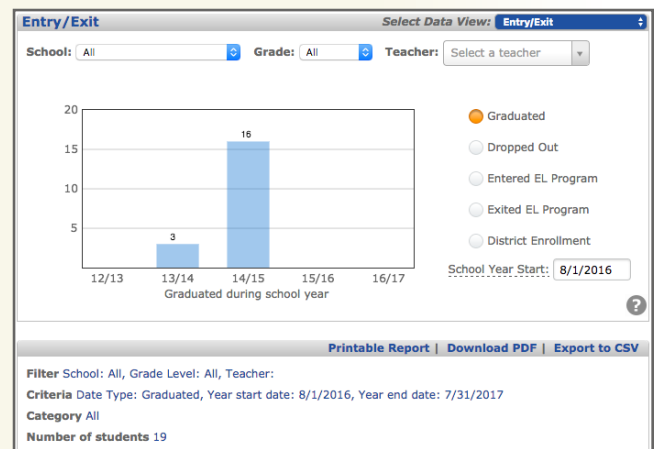
Proficiency Levels

Review and group students by proficiency level based on English Language Proficiency assessments (including CELDT, CELLA, ELPAC, and many more).



Entry/Exit

LCAP Metrics and points out that we can calculate reclassification trends, dropout and graduation rates





Enabling Collaboration

Ellevation provides classroom teachers with tools to identify their ELs, meet their language acquisition needs and collaborate with all stakeholders to ensure instructional success.

STUDENT NAME	GRADE	MONITORING STATUS
✓ Accius, Julian (World History)	5	
✓ Donofrio, Alexandra (World History)	4	
Fabian, Laura (World History)	8	
Fadida, Yulissa (World History)	12	Monitored Yr 2

Monitoring

Manage your monitoring process for current ELs and exited (RFEP) students in Ellevation by sending customized digital monitoring forms to teachers for online completion.

STUDENT	TEACHER	DUE DATE
Moni, Stefano Grade 6	Jule Kinnan Math	3/31/2017
Moni, Stefano Grade 6	Joseph Pough ELA	3/31/2017
Moni, Stefano Grade 6	Beatrice Stoss Science	3/31/2017

Teacher Input

Solicit teacher feedback regarding linguistic accommodations, reclassification and more without the back and forth emails.

DOCUMENT NAME	DOCUMENT TYPE	UPLOADED	UPLOADED BY
Felipe's Q1 Progress Report	Progress Reports	30 minutes ago	John Henderson
Felipe Bautista HLS	Home Language Survey	2 days ago	Christina DeSilva
Felipe's Q4 Progress Report	Progress Reports	6 months ago	John Henderson
Felipe's ENG 1 Writing Sample 2	Writing Samples	8 months ago	Sarah Poman
Felipe's ENG 1 Writing Sample 1	Writing Samples	4/14/2015	Sarah Poman
Felipe's Math Evaluation	Teacher Evaluations	3/2/2015	Jorge Hernández

Documents

Store home language surveys, allow classroom teachers to upload samples of work and give educators the option to access key student documents.

Compliance and Parent Communication

How many EL educators got into the teaching profession to spend an inordinate amount of time on compliance? No one we know. Ellevation automates a wide range of reports to save educators significant time and improve compliance.

Parent Letters

Automatically generate Title III required letters in 34 professionally translated languages.

إخطار الأهل ببرنامج اللغة الإنجليزية أو استمراره

الطالب: Rafael C Abuassaf
 مستوى الدرجة: 8
 المدرسة: Kennedy Junior High School
 حالة الإجابة المحددة للغة الإنجليزية (LEP): ELL

تقدم منتقلتنا المدرسية برنامج تعليمات لغوية لتعلمي اللغة الإنجليزية لاكتساب البراعة وثقوية نفس معايير المحتوى الأكاديمي الصعب والجزء الطالب المتوقعة بالنسبة لكل الطلاب.

بناءً على نتائج ACCESS for ELLs، تقييم معتمد من الولاية لقياس مستوى البراعة في اللغة الإنجليزية، يساعدنا أن نلتزم بأن نلتزم بما هو مطلوب من أجل الحصول على الخدمات المقدمة لتعلمي اللغة الإنجليزية. فيما يلي النتائج التي أعطينا عليها في القرار الذي اتخذناه بالإضافة إلى معلومات عن برامج اللغة الخاصة بنا وحقوق الأهل.

وتنتج تقييم البراعة في اللغة الإنجليزية الخاصة به موضحة لتفادي: 03/17/2013 في ACCESS for ELLs داخل Rafael

التاريخ	معرفة القراءة والكتابة	الحدث	القراءة	الكتابة	الاستماع
3.8	3.8	4.0	3.8	3.8	4.0

يتم ترتيب نتائج اختبار "تقييم الاستيعاب والتواصل بالإنجليزية من دولة لدولة لتعلمي اللغة الإنجليزية" إلى الفئات التالية:

مستوى الإجابة	الوصف
1 = الحد الأدنى	يعرف ويستخدم الحد الأدنى من اللغة الاجتماعية والحد الأدنى من اللغة الأكاديمية مع الدعم المرئي
2 = ناشئة	يعرف ويستخدم بعض من اللغة الإنجليزية الاجتماعية واللغة الأكاديمية بشكل عام مع الدعم المرئي
3 = التطوير	يعرف ويستخدم اللغة الإنجليزية الاجتماعية وبعض من اللغة الأكاديمية المحددة مع الدعم المرئي
4 = التوسع	يعرف ويستخدم اللغة الإنجليزية الاجتماعية وبعض من اللغة الأكاديمية التقني
5 = الربط	يعرف ويستخدم اللغة الاجتماعية والأكاديمية بالعمل مع مادة مستوى الدرجة
6 = الوصول	يعرف ويستخدم اللغة الاجتماعية والأكاديمية بأعلى مستوى يقيسه هذا الاختبار

عوامل إضافية تستخدم في تحديد أهلية طفلكم/طفلكم للبرنامج:
 الإداء في الفصل الدراسي

Meetings

Plan, conduct, document and report out on student meetings while keeping track of notes, attendees and decisions.

Insufficient Progress Meeting | Language Reclassification Follow-Up Meeting | **Reclass Meeting**

Reclass Meeting

22 UNSCHEDULED | 0 SCHEDULED | 1 OPEN | 12 FINALIZED

22 students meet the search criteria [Clear Filters] [Perform Action]

STUDENT	GRADE	MEETING DATE	STATUS
Alvarez Ventura, Andre #99900747	1	---	UnScheduled
Anacion, Freyner #99900874	5	---	UnScheduled
Borowtsh, Joanne #99900159	K	---	UnScheduled
Bosem, Lyza #99900101	1	---	UnScheduled
Daley, Laura			

Accommodations

Record, track and report out on the approved testing accommodations recommended for English Learners.

Instructional Accomodations

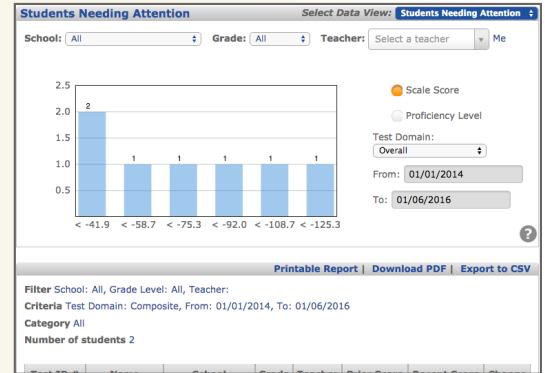
- No required classroom modifications
- English/native language dictionary or electronic translator
- Teach student to use dictionary in class and on tests
- Highlighted texts/study guides, graphic organizers/guided outlines
- Teach specific note-taking skills
- Provide bilingual content area glossary
- Use manipulatives and realia
- Provide supplemental multimedia resources
- Use adapted or modified textbooks
- Paired oral and written instructions
- Use individual or small-group instruction
- Scheduled extended time for projects and assignments
- Read aloud tests
- Simplified tests (shortened, provide word bank, change format)

Data for Differentiation

The Ellevation Dashboard offers a comprehensive view of EL-related data. Educators can filter and view data at the district, grade, classroom, and school levels to easily group students and view trends.

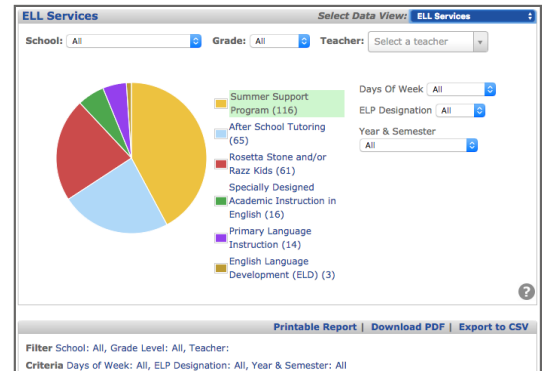
Students Needing Attention

Review students based on CELDT progress at the domain level to identify students that need attention.



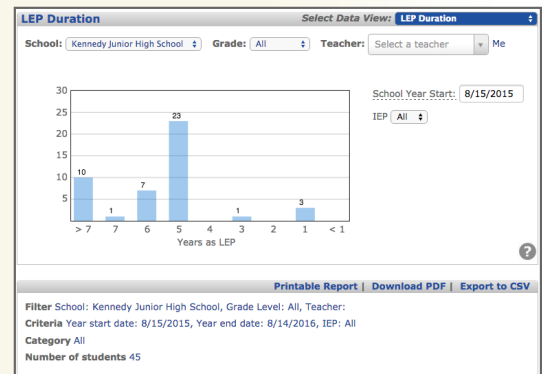
Programs and Interventions

View services being provided across a district or in a school, customized for the services offered in your state and district.



Duration / Long-Term ELs

Easily identify students and the number of years as English Language Learners in order to prioritize for intervention, satisfy Title III reporting and more.



Score History Report

Review each student's ELP score progress by year, domain, level and scale score and identify important trends.

Filter: All Students

W-APT Levels: Entering (1), Emerging (2), Developing (3), Expanding (4), Bridging (5), Reaching (6)

W-APT Codes: (0)=Not Administered (C)=Grade ACCESS for ELLs Codes: (C)/L/T/R/G/Gr/Grade

#	Name	Test ID #	Grade Level	School				
1.	Adamski, Carlos	9990329	K	South Point Elementary				
			Listening	Speaking	Reading	Writing	Literacy	
			1 2 3 4 5 6	1 2 3 4 5 6	1 2 3 4 5 6	1 2 3 4 5 6	1 2 3 4 5 6	
			4/1/2015	23	5	5	5	5
			ACCESS for ELLs (4,4)/N/A					
2.	Agostinho, Vanessa	9990896	K	Glenside Elementary				
			Listening	Speaking	Reading	Writing	Literacy	
			1 2 3 4 5 6	1 2 3 4 5 6	1 2 3 4 5 6	1 2 3 4 5 6	1 2 3 4 5 6	
			4/1/2015	1	4	4	3	3
			ACCESS for ELLs (4,4)/N/A					
3.	Ainuz, Ralph	9990490	K	Crofton Elementary				
			Listening	Speaking	Reading	Writing	Literacy	
			1 2 3 4 5 6	1 2 3 4 5 6	1 2 3 4 5 6	1 2 3 4 5 6	1 2 3 4 5 6	
			4/1/2015	1	2	1	1	1
			ACCESS for ELLs (6,N)/N/A					
4.	Apericio, Juan	9990537	K	Glenside Elementary				
			Listening	Speaking	Reading	Writing	Literacy	

Instructional Planning

While all students have unique needs, ELs can pose certain complexities rooted in cultural and linguistic differences. To personalize instruction for English Learners, educators can use Ellevation to get a sharp understanding of each student's strengths and challenges, and work closely with colleagues to develop plans and coordinate instruction.

Will Alfonso 99900310 Tichenor Middle

Grade: 6
Language: Spanish
ELL Status: EL

Overall: 4 - Early Advanced
Listening: 4 - Early Advanced Speaking: 4 - Early Advanced
Reading: 3 - Intermediate Writing: 4 - Early Advanced
Comprehension: 4 - Early Advanced
View Test Results

Goals: 2015/2016 - Year [Copy Goals](#) [Write Goal](#) [Add Goal from Goalbank](#) [Demo Video](#)

[Download the Student Goals manual \(pdf\)](#)

Type	Goal	Progress
Interpretive	Analyzing language choices Distinguish how multiple different words with similar meaning (e.g., <i>walk, march, strut, prance</i>) produce shades of meaning and a different effect. [Edit] [Remove]	No evidence
Productive	Composing/Writing Draw, dictate, and write to compose short literary texts (e.g., story) and informational texts (e.g., a description of dogs), 14ly with an adult (e.g., joint construction of texts), with peers, and with increasing independence. [Edit] [Remove]	Met

Goal Setting

Choose from ELD aligned goals, assign a goal to a student or group of students, and easily monitor and report out on progress.

Individualized Student Language Plan [Print](#) [Download PDF](#) [Close](#)

Date: 11/14/2016 Time: 3:06 PM Report: ESLPEP01 Page: 1

This Individualized Student Language Plan provides basic demographic information, ELP Test Scores and instructional information related to this student's English Language Development.

Student: Alfonso, Will
Text ID #: 99900310
Native Language: Spanish
Birth Country: Mexico
Absences: 3

Grade: 6
ELP Designation: EL
Enrolled in US:
City/Town of Birth: Santa Carmello
Tardies: 9

School: Tichenor Middle
ELL Status: EL
Yrs in US Schools:
DOB: 9/19/1999

English Proficiency Test Scores

Each ELL student takes an English Proficiency test when they enroll and each spring. Each student receives a proficiency level in each domain (listening, speaking, reading, and writing) based on his raw scores. Once the student achieves specific levels in all four domains, and meets additional district and state exit criteria, they will no longer be considered an ELL student and will not receive ELL services.

Will took the CELDT on 4/1/2015 and his test results are listed below.

Listening	Speaking	Reading	Writing	Comprehension	Overall
Early Advanced (532)	Early Advanced (548)	Intermediate (525)	Early Advanced (567)	Early Advanced (578)	Early Advanced (566)

Descriptors of this student's current proficiency levels:

Listening:
Students who perform at this level on the CELDT typically understand extensive vocabulary and complex syntax, with occasional minor problems in comprehension. They understand and follow most complex, multi-step oral directions.

Speaking:
Students who perform at this level on the CELDT typically use fairly extensive vocabulary and fairly complex syntax appropriate to setting and purpose, with occasional minor errors. They tell a coherent story based on a picture sequence that clearly expresses the major events, using complete sentences with minor errors.

Reading:
Students who perform at this level on the CELDT typically demonstrate knowledge of simple synonyms, antonyms, and simple root words; identify the correct meaning of a word in a given context; recognize the sequence of events in a picture sequence; determine the main idea of a simple text.

Student Language Plans

Automatically generate an individualized learning plan to highlight student needs and collaborate with colleagues during PLCs, inquiry meetings, LPAC meetings, and more.

Student Filters:
School: All Grade: All Teacher: Select a Teacher

Goal Filters:
Goal Domain/Type: All

View Goals for: 2015/2016 - Year

Student#	Name	No status	No evidence	Off track	On track	Not met	Met	Exceeds
99900003	Boettcher, McKenzie						■	
99900106	Hastings, Emanuel			■				
99900227	Cornejo Munoz, Patrick					■		
99900274	Bonannee, Michael						■	■
99900310	Alfonseca, Will				■ ■		■	
99900331	Bazile, Paolo			■	■			
99900370	Abdullahu, Tania						■	
99900551	Castro-Bello, Brads		■					

Progress Dashboard

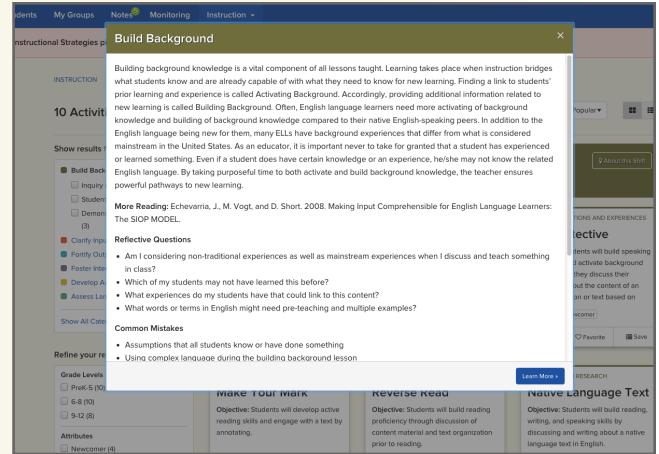
Look at student progress easily at the classroom or school level and identify common challenges and topics for professional development.

Supporting Personalized Instruction

With Ellevation Strategies, classroom teachers from all content areas and grade levels can access strategies and classroom activities designed to personalize instruction.

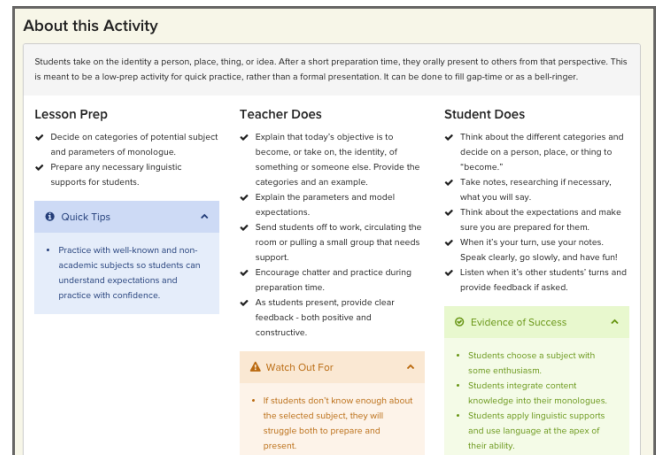
Best Practices

Build capacity for all teachers around the 6 essential practices for effective teaching of ELs in the classroom.



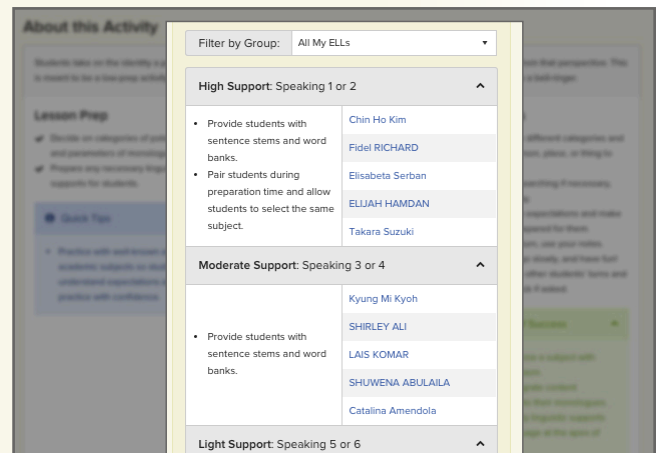
Classroom Activities

Provide teachers with 80+ easy-to-use classroom activities and highly effective strategies for enacting best practice into the classroom.



Personalized Supports

Encourage personalized instruction with views of ELs by different language levels and suggestions for appropriate supports.





Authentication and Authorization

Each Ellevation user starts with issued a unique user name and password. Depending on the size and topology of the expected user base, these user accounts can be set up by Ellevation prior to training as part of the implementation process. Ellevation also supports Single-Sign-On (SSO) via Clever Instant Login.

Authorized district partner administrators have the ability to manage (create, invite and disable) user accounts within their district and if necessary, set additional feature-specific permissions at Write, Read-Only or Hide levels.

Tools and Technologies

Ellevation employs a continuous integration software development methodology in which new application features and fixes are committed, tested and deployed frequently. Updates are introduced in small, iterative batches that enable Ellevation to continuously add value to our platform while remaining nimble enough to adapt to changes for customers.

Access and Change Management

Access to Ellevation servers (both production and internal/test) is restricted to select Ellevation and Rackspace employees, requiring VPN connectivity and specific logins. All server changes, whether they are application upgrades, OS patches, or system/network configuration modifications, are logged in a central change database. All Ellevation servers are enabled with intrusion and anti-virus detection software.

Data Privacy Agreement

We are committed to ensuring the strongest possible privacy protections for any student data managed on the Ellevation Software Platform, as well as information collected from individuals who visit Ellevation's Public Web Site. A complete overview of Ellevation security and data policies are available on request or online at <http://hubs.ly/H02crZQ0>.

For the avoidance of doubt, we find it useful to share two fundamental principles:

- Ellevation Software is subject to FERPA. District data, on both students and educators, can only be used to fulfill the obligations of our partnership and cannot be used for other commercial purposes.
- We DO NOT sell or share any personal data, nor do anything else with partners' data, save for delivering services through our Ellevation platform.

We take data privacy very seriously, and update our Privacy Policies to reflect best practices and new legal frameworks from the field. Please see our [Privacy Policy](#) for more detail.

Data Integration

Ellevation provides several different data integration options so each district can select an appropriate approach based on technology experience, School Information System (SIS), and ELL program needs and preferences.

In most cases, Ellevation can implement complex or custom data mapping and transformation required to ensure a smooth import of district data into the Ellevation platform, minimizing the amount of work for the district's SIS/technology team.



Ellevation provides a comprehensive package of services delivered by an experienced team of education experts designed to ensure the Ellevation platform meets the district's unique needs and expectations. Our Partner Support Organization (PSO) utilizes a six-phase implementation process with clearly defined steps, deliverables, and time frames to deploy Ellevation.



The implementation process includes a series of strategic conversations focused on listening to the partner's needs and creating solutions that support the work of the district. During the first three phases you should expect:

- Confirmation of project goals
- Regular meetings focused on intentional implementation
- Development of a training and rollout plan
- Configuration of the Ellevation Database

During the subsequent three phases, the work of the project shifts from planning to the implementation of the software. During these phases you can expect:

- Loading of student and testing data
- Confirmation of data quality and consistency
- Delivery of training
- Development of plan for monitoring usage and adoption
- Access to resources and ongoing support for users

In order to effectively implement and deploy Ellevation, we expect two district representatives to carry out the following roles and responsibilities:

District Project Manager:

- Overall responsibility for day-to-day project activities
- Participates in weekly status meetings and regular post-training meetings
- Communicates and makes decisions on behalf of the larger team
- Collaborate with Ellevation Education to develop a rollout strategy and training program that effectively leverages the structure and organization of the district
- Ensure site set-up and configurations are in line with district programs, policies, and instructional practices

District Technology / Data Coordinator:

- Ongoing data (Aeries and test data) support and correct any data inconsistencies
- Export files for additional data load and establish automated data extraction

Our commitment is to ensure that information is gathered in a timely manner in the initial phases of implementation, so that the software configurations and plans for rollout are optimized to support the specific needs of the district.



Ellevation in California Pricing 2017

Ellevation pricing includes unlimited annual software subscriptions for EL staff and classroom teachers based on the number of English learners in the district. Please note there is a \$3,400 order minimum.



One way to reduce future subscription costs is to make a multi-year commitment. Ellevation offers 5% and 10% discounts for partners that make 2- or 3-year commitments, respectively. Please inquire if you might be interested.

Ellevation Strategies

At this time, we have not yet priced Strategies for California. Districts that are interested may be eligible for a per-site pilot opportunity. Please inquire if you might be interested.

Ellevation Training & Data



Ellevation Order Form and Customer Agreement



This Order Form, which incorporates Ellevation’s online Terms and Conditions (located at ellevationeducation.com/legal-notices) (together, the “Agreement”) is made between the customer named below (“Customer”) and Ellevation, LLC, having an address at 38 Chauncy Street, 9th Floor, Boston, MA 02111 (“Ellevation”), and sets forth the terms and conditions on which Ellevation will supply Products to Customer.

Company:
Representative:
Email:
Phone:
Address:

Customer:
Contact Name:
Email:
Phone:
Address:

Renewal Start Date:

Renewal End Date:

Annual Subscription Fees

Product	Quantity	Unit Price	Total Fees
Subscription Total:			

Service Fees

Product	Quantity	Total Fees
Services Total:		

Total Investment

	Grand Total:
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Invoicing Schedule:

Payment Term:

Contract Term:

LEGAL NOTICES

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The WIDA CAN DO Descriptors work in conjunction with the WIDA Performance Definitions of the English language proficiency standards. The Performance Definitions use three criteria (1. linguistic complexity; 2. vocabulary usage; and 3. language control) to describe the increasing quality and quantity of students' language processing and use across the levels of language proficiency.

The model performance indicators (MPI) for the formative/summative framework are exemplars of a students' English language development. The MPIs are descriptive of scaffolded levels of English language proficiency (performance level or "PL") for a given topic/genre and language domain based on increasing linguistic complexity, vocabulary usage and language control through the use of supports. Educators should use transformations of these MPIs to meet their specific academic content area needs. For more information on MPI transformations, please consult the WIDA ELP Standards Resource Guide on the WIDA website at www.wida.us.

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Data Privacy Agreement

We are committed to ensuring the strongest possible privacy protections for any student data managed on the Ellevation Software Platform (the "Platform"), as well as information collected from individuals who visit Ellevation's Public Web Site (the "Site"). Therefore, we want you to understand what personal information is collected on the Site and the Platform and how information is used. The purpose of this Privacy Statement is to describe our practices and procedures as they relate specifically to such information. Before doing so, we want to share a few fundamental principles:

1. Ellevation Software (the application used by our school district partners) is subject to FERPA compliance. District data, on both students and educators, can only be used to fulfill the obligations of our partnership and cannot be used for other commercial purposes.

2. We DO NOT sell or share any personal data, nor do anything else with partners' data, save for delivering services through our Ellevation platform.

Information about Students and Data Collection and Privacy

Educators use the Ellevation Platform to gain a deeper understanding of English Language Learners (ELLs), including strengths and challenges, generate learning plans specific to each student's English Language Development Proficiency Levels, collaborate more easily with colleagues and review the progress of ELLs, communicate more easily with parents that speak a wide array of languages, conduct important meetings and facilitate important decisions, and much more. Although we may add new features in the future, Ellevation is currently intended for use only by school officials and for the purposes noted above.

Ellevation helps make data easy to review and actionable, helping educators inform instruction and save time. When using Ellevation, school officials are accessing student data that has been entrusted to them, which by extension has been entrusted to us. That trust is something we take very seriously. We have prepared this Policy in order to be transparent about the steps we take to protect information entered in Ellevation, who has access to that information, and how that information is used.

The Ellevation Platform, accessible to users through a secure username and password, may contain student data that has been entered by a registered user of the Platform or imported from another system used by the district, such as the Student Information System. Ellevation takes great care to follow stringent privacy protections for this student data. Any personally identifiable information about a student, which is protected under the Family Educational Rights and Privacy Act of 1974, as amended (20 U.S.C. § 1232g et seq.) and disclosed to Ellevation by an authorized organization or user ("FERPA Protected Data"), shall be used solely to fulfill obligations under this Agreement and shall not be disclosed to any other party without the prior written consent of the student's parent (or of the student if he/she is age 18 or older). Simply put, we will only use personally identifiable information from students' records to enable school officials to access and use Ellevation. Unless a school official expressly instructs otherwise, we will not share or reuse personally identifiable information from education records for any other purpose. While we think those statements are clear, to avoid any doubt, we will not use student personally identifiable information to target students or their families for advertising or marketing efforts or sell rosters of student information to third parties (setting aside whether that violates FERPA, as a mission-driven organization, we simply think that is the wrong thing to do).

All personal information of students remains the property of the subscriber, and the Company serves solely as custodian of such information pursuant to its agreement with such subscriber and claims no ownership or property rights thereto. Upon termination of the Agreement, Ellevation shall, at an authorized organization or user's request, return to the authorized organization or user, or destroy, any FERPA Protected Data in its possession.

Notwithstanding the foregoing, the Company reserves the right to collect and retain data generated by an authorized organization or user from which all personally identifiable information has been removed in accordance with FERPA ("De-identified Data"). De-identified Data may be disclosed without prior consent under FERPA. For example, the Company may use and disclose De-identified Data to support research or to make a recommendation about an instructional strategy to a teacher based on a his or her student's strengths and needs. Such lawful uses and disclosures may be made without reimbursement or notification to, or consent or authorization from, an authorized organization or user.

Information About School Officials

Information Provided to Ellevation

When a school district begins to use Ellevation, administrators typically provide information about educators that will be using Ellevation, including first and last name, email address, and associated school. In addition, you may be asked to provide information from time to time to assist with ongoing support and maintenance; this may include information like records and copies of your correspondence if you contact us.

Automatic Collection and Tracking

When you access and use Ellevation, it may use technology (such as cookies, discussed further below) to automatically collect:

- certain details of that access and use, including traffic data, location data and logs, and
- information about your computer or other device and internet connection, including the device's unique device identifier, IP address, device location, operating system, and browser type.

With respect to technology that automates this information collection and tracking, we may use the following on Ellevation's web pages and in emails from us to you:

- cookies, which are small files placed on the hard drive of your computer or other device, and
- small electronic files known as web beacons (also referred to as clear gifs, pixel tags and single-pixel gifs) that permit us to, for example, count users who have visited those pages or opened an email and for other related statistics.

How We Use Your Information

In general, we use user-provided personal information to facilitate use of the Ellevation Public Web Site, to provide subscribers with information about features and services available through the Platform, and to administer and assist us with the operation of the Platform. For example, we may use the information we collect:

- to contact you about your use of the Site, such as for administrative purposes or to provide you with customer service to respond to your emails, submissions, comments, requests or complaints;

- to request feedback and to enable us to develop, customize and improve the Platform and our information and services; and
- for the specific purpose for which the information was provided.

In addition, we may use the information we collect to send you Company news, surveys, product and service updates, and for other marketing, informational, product development and promotional purposes. In such cases, this Privacy Statement governs our use and disclosure of such information. Except as provided above, we do not sell, license, transmit or disclose this information outside of the Company and its affiliates, unless you expressly authorize us to do so.

Confidentiality and Security

The Company employs commercially reasonable security measures consistent with standard industry practice, to safeguard personal and other information collected through this Site. We believe these commercially reasonable practices provide adequate security to protect against the loss, misuse, or alteration of the information we collect on our Site. Please be aware, however, that despite our efforts, no security measures are perfect or impenetrable. To protect the confidentiality of your personal information, you must keep your password confidential and not disclose it to any other person.

Changes to This Privacy Statement

Ellevation reserves the right to make changes at any time to the Site or this Privacy Agreement. Any modifications to the Terms of Use will be effective upon posting. Your continued use of the Site following posting of any revised Terms of Use will constitute acceptance of the modified Terms of Use. If we make changes, we will post a notice on the Website, and send a notice via email to a representative of your district.

Sale or Merger

If Ellevation, or substantially all of its assets, were acquired, or in the unlikely event that Ellevation goes out of business or enters bankruptcy, user information would be one of the assets that is transferred or acquired by a third party. You acknowledge that such transfers may occur, and that any acquirer of Ellevation may continue to use your personal information as set forth in this policy.

Legal Process

You should be aware that the Company may be required to disclose your personal information to the government or other entities in connection with a legal process, such as in response to a valid subpoena, court order in judicial or regulatory proceedings, or pursuant to a valid law enforcement investigative demand.

Contacting Us

If you have any questions about this Privacy Statement, please write to us on the "Contact" page of our website at www.ellevationeducation.com. this privacy statement was last updated on November 20, 2014.

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CERTIFICATE OF LIABILITY INSURANCE

ELLEV-1

OP ID: RT

DATE (MM/DD/YYYY)

06/28/2017

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

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

PRODUCER Lanigan Insurance Group, Inc. 4200 Northside Pkwy NW B11-200 Atlanta, GA 30327-3079 John Lanigan, Jr	CONTACT NAME: John Lanigan, Jr PHONE (A/C, No, Ext): 404-261-8942 E-MAIL ADDRESS:	FAX (A/C, No): 404-239-9408
	INSURER(S) AFFORDING COVERAGE INSURER A : Hanover Insurance Company		NAIC # 22292
INSURED Ellevation, LLC PO Box 961870 Boston, MA 02196	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 checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			ODA9379498	11/29/2016	11/29/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
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			ODA9379498	11/29/2016	11/29/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			ODA9379498	11/29/2016	11/29/2017	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Technology E&O			ODA9379498	11/29/2016	11/29/2017	Limit 3,000,000 Retention 15,000

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

Oxnard School District is an additional insured.**CERTIFICATE HOLDER****CANCELLATION**

OXNARDS Oxnard School District Educational Service Center 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 John Lanigan, Jr
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OSD BOARD AGENDA ITEM

Name of Contributor: Robin Freeman

Date of Meeting: 8/2/17

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

Approval of Agreement #17-63 – Cecilia Arredondo (Freeman/Breitenbach)

Cecilia Arredondo’s services will include singing curriculum based songs, grade-level musical concepts (K-5), hands-on playing of musical instruments for the students (recorders, bells, percussion, etc.), handouts to accompany the lessons, and bringing in various instruments that she plays - recorder, flute, guitar, etc.

FISCAL IMPACT:

Not to exceed \$11,200.00 – General Fund

RECOMMENDATION:

It is the recommendation of the Principal, Marshall School, and the Assistant Superintendent, Educational Services that the Board of Trustees approve Agreement #17-63 with Cecilia Arredondo.

ADDITIONAL MATERIAL:

- Attached:** Agreement #17-63, Cecilia Arredondo (13 Pages)
Scope of Services (1 Page)
Certificate of Insurance (1 Page)

OXNARD SCHOOL DISTRICT

Agreement #17-63

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 Cecilia Arredondo (“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 16, 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 Eleven Thousand Two Hundred Dollars (\$11,200.00), unless additional compensation is approved in writing by the District.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

_____ (Initials)

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

_____ (Initials)

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

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

_____ (Initials)

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

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

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

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

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

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

21. **Indemnification.**

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

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

_____ (Initials)

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

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

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

To District: Oxnard School District
1051 South A Street
Oxnard, California, 93030
Attention: Dr. Marlene Breitenbach
Phone: (805) 385.1557
Fax: (805) 983.7215

To Consultant: Cecilia Arredondo
179 Calle de la Rosa
Camarillo, CA 93012
Phone: (805) 816.1868
Fax: ()

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

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

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

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

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

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

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

OXNARD SCHOOL DISTRICT:

CECILIA ARREDONDO:

Signature

Signature

Lisa A. Franz, Director, Purchasing

Typed Name/Title

Typed Name/Title

Date

Date

Tax Identification Number: 95-6002318

Tax Identification Number: _____

- Not Project Related
- Project #17-63

EXHIBIT A
TO AGREEMENT FOR CONSULTANT SERVICES #17-63

SERVICES

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

***PER ATTACHED SCOPE OF SERVICES**

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 #17-63

EXHIBIT B
TO AGREEMENT FOR CONSULTANT SERVICES #17-63

COMPENSATION

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

***PER ATTACHED SCOPE OF SERVICES**

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

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

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

IV. The total compensation for the Services shall not exceed \$11,200.00, as provided in Section 4 of this Agreement.

Not Project Related

Project #17-63

EXHIBIT C
TO AGREEMENT FOR CONSULTANT SERVICES #17-63

INSURANCE

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

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

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

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

(3) Insurance coverage should include:

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

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

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

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

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

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

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

Not Project Related

Project #17-63

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 #17-63

EXHIBIT D
TO AGREEMENT FOR CONSULTANT SERVICES #17-63

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

Date: _____

By: _____
Lisa A. Franz
Director, Purchasing

CECILIA ARREDONDO - MUSIC SPECIALIST
SCOPE OF MUSIC SERVICES TO BE PROVIDED TO MARSHALL
SCHOOL 2017-2018

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

Additional Teaching Skills Include

- Incorporating instruments like rhythm sticks, handbells, xylophones in music lessons
- Berklee College of Music PULSE Certification
- Guitars in the Classroom Certification
- Tailors lessons to the ability of students.
- Sing-a-longs, rhythm instruments
- Fluent in Spanish

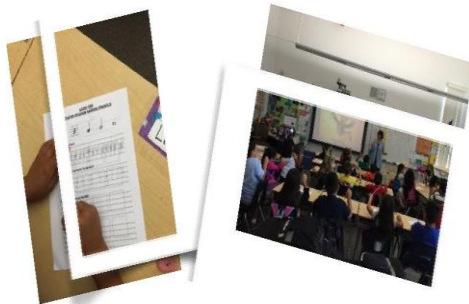
Rate of pay: \$180 per day (based on average 6 hours at \$30 per hour).

Total cost for **60 days** of instruction (over the course of 30 weeks) = \$10,900*

*2 Rehearsals and performance are included

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

Contact: Cecilia Arredondo
(805) 816-1868
cecydoterra@hotmail.com





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/01/2016

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

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

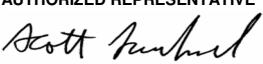
PRODUCER K&K Insurance Group, Inc. 1712 Magnavox Way Fort Wayne IN 46804	CONTACT NAME: Mass Merchandising	
	PHONE (A/C, No, Ext): 1-800-328-2317	FAX (A/C, No): 1-260-459-5502
E-MAIL ADDRESS: info@eventinsurance-kk.com		
PRODUCER CUSTOMER ID:		
INSURED 2000847130 CP# 665 Cecilia Arredondo DBA: Academy of Music and Arts Renew 179 Dalle de La Rosa Camarillo, CA 93012 A Member of the Sports, Leisure & Entertainment RPG		INSURER(S) AFFORDING COVERAGE
		INSURER A: Nationwide Mutual Insurance Company
		INSURER B:
		INSURER C:
		INSURER D:
		INSURER E:
		INSURER F:
		NAIC # 23787

COVERAGES **CERTIFICATE NUMBER:** 2000281290 **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"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	X		6BRPG0000005894600	12/01/16 12:01 AM	12/01/17 12:01 AM	EACH OCCURRENCE	\$1,000,000
							DAMAGE TO RENTED PREMISES (Ea Occurrence)	\$300,000
							MED EXP (Any one person)	\$5,000
							PERSONAL & ADV INJURY	\$1,000,000
							GENERAL AGGREGATE	\$5,000,000
							PRODUCTS - COMP/OP AGG	\$1,000,000
							PROFESSIONAL LIABILITY	\$1,000,000
							LEGAL LIAB TO PARTICIPANTS	\$1,000,000
	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 <input checked="" type="checkbox"/> Not provided while in Hawaii						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 <input type="checkbox"/> DED <input type="checkbox"/> RETENTION						EACH OCCURRENCE	
							AGGREGATE	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE <input type="checkbox"/> OTHER	
							E.L. EACH ACCIDENT	
							E.L. DISEASE - EA EMPLOYEE	
							E.L. DISEASE - POLICY LIMIT	
	MEDICAL PAYMENTS FOR PARTICIPANTS						PRIMARY MEDICAL	
							EXCESS MEDICAL	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Instructor of: Instrumental Music, Piano, Keyboard and/or Organ, Vocals
 The certificate holder is added as an additional insured, but only for liability caused, in whole or in part, by the acts or omissions of the named insured.

CERTIFICATE HOLDER Oxnard School District 1051 South "A" Oxnard, CA 93030 Owner/Manager/Lessor of Premises	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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Coverage is only extended to U.S. events and activities.

** NOTICE TO TEXAS INSURED: The Insurer for the purchasing group may not be subject to all the insurance laws and regulations of the State of Texas.

ACORD 25 (2016/03)

The ACORD name and logo are registered marks of ACORD

OSD BOARD AGENDA ITEM

Name of Contributor: Robin Freeman

Date of Meeting: 8/2/17

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

Approval of Agreement #17-64 – Generation Ready Inc. (Freeman)

The Oxnard School District staff has been partnering with Generation Ready Inc. to receive high quality professional development services to address increased cultural competence, with a goal of shifting mindsets and increasing expectations of all district staff. Generation Ready Inc. will facilitate and provide workshops to district and school staff. Workshops will address the four components of cultural competence: Valuing diversity, being culturally aware, understanding the dynamics of cultural interactions, and institutionalizing cultural knowledge and adapting to diversity.

FISCAL IMPACT:

\$35,000.00 – General Fund Non-Targeted

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #17-64 with Generation Ready Inc.

ADDITIONAL MATERIALS:

Attached: Agreement #17-64, Generation Ready Inc. (2 Pages)

OSD AGREEMENT #17-64

PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT (the “Agreement”) is made as of **August 2, 2017** (“Effective Date”) by and between Generation Ready Inc., a New York corporation located at 352 7th Avenue, Suite 12A, New York, NY 10001 (“Generation Ready”), and Oxnard School District, an institution located at 1051 South A Street, Oxnard, CA 93030 (“District”). Generation Ready and the District may be collectively referred to herein as the “Parties” or individually as a “Party.”

1. **Term.** The District shall retain Generation Ready as educational consultants, trainers, and service providers for the period beginning **August 2017** through **June 30, 2018** (the “Term”). The Term may be modified or extended only by mutual, written agreement of the Parties.
2. **Fee.** The fee for Services is **\$35,000**.
3. **Notice.** Any notice required or permitted to be given hereunder shall be in writing and shall be (i) delivered personally by hand, (ii) sent by registered or certified mail, or (iii) sent by a recognized qualified overnight delivery service (e.g., Federal Express). All such notices shall be sent postage prepaid to the addresses of each Party set forth below or to such other address or addresses as shall be designated in writing in the same manner:

If to Generation Ready:

Generation Ready Inc.
Attn: President
352 7th Avenue, Suite 12A, New York, NY 10001
Fax: 601-362-4217
Email: Accountsreceivable@generationready.com

If to the District:

Oxnard School District
1051 South A Street
Oxnard, CA 93030

4. **Terms.** This Agreement and the Services are subject to the Generation Ready Inc. Standard Terms and Conditions (“Standard Terms”) which are incorporated here by reference. The Standard Terms are located at: <http://www.generationready.com/standard-terms-and-conditions/>. District and Generation Ready agree that any additional terms contained in a Purchase Order are disclaimed and do shall not become part of the Agreement between the Parties. The Standard Terms and all other terms and conditions of the Agreement shall supersede any conflicting, contrary, or additional terms and conditions contained in a Purchase Order.

Scope of Services

Cultural Proficiency Support for Oxnard School District

Generation Ready will partner with Oxnard School District to provide **fourteen (14) days** of comprehensive, high quality professional development services to address increased cultural competence, with a goal of shifting mindsets and increasing expectations of all district staff.

Cultural Proficiency Workshops

Generation Ready will facilitate an introductory workshop to increase school leaders', teachers', and central office staff's cultural competence, with an emphasis on translating cultural knowledge into more effective instruction and an enriched curriculum. Additional workshops will be hands-on and differentiated to meet the needs of participants with diverse roles. Sessions will address the four components of cultural competence: valuing diversity; being culturally self-aware; understanding the dynamics of cultural interactions; and institutionalizing cultural knowledge and adapting to diversity. Using student performance and teacher effectiveness data, consultants will demonstrate strategies for using students' culture to build a bridge to success in school, integrating classroom learning with out-of-school experiences and knowledge.

Learning Outcomes

- Participants will accept and respect different cultural backgrounds and customs, different ways of communicating, and different traditions and values
- Participants will understand that their personal cultures shape their sense of who they are, where they fit into their family, community, school and society, and how they interact with students and families
- Participants will observe that there are many factors which can affect interactions across cultures
- Participants will design educational services based on an understanding of and respect for students' cultures

Pricing Breakdown

14 onsite days @ \$2,500/day = \$35,000

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by the District and Generation Ready as of the date first set forth above.

Generation Ready, Inc.

Oxnard School District

BY: _____

BY: _____

Name: _____

Name: Lisa A. Franz

Title: _____

Title: Purchasing Dir.

Date: _____

Date: _____

OSD BOARD AGENDA ITEM

Name of Contributor: Robin Freeman

Date of Meeting: 8/2/17

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

Approval of Agreement #17-68 – Restorative Justice Resource Center (Freeman/Ridge)

Consultant will provide Restorative Justice Training to Administrative Staff and Teachers in the Oxnard School District during the 2017-18 school year.

FISCAL IMPACT:

Not to exceed \$33,750.00 – Title II

RECOMMENDATION:

It is the recommendation of the Director, Pupil Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #17-68 with Restorative Justice Resource Center.

ADDITIONAL MATERIAL(S):

Attached: Agreement #17-68, Restorative Justice Resource Center (13 Pages)
Certificate of Insurance (1 Page)

OXNARD SCHOOL DISTRICT

Agreement #17-68

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 Restorative Justice Resource Center (“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 8, 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 shall not exceed Thirty-Three Thousand Seven Hundred Fifty Dollars (\$33,750.00), unless additional compensation is approved in writing by the District.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

_____ (Initials)

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

_____ (Initials)

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

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

_____ (Initials)

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

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

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

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

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

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

21. **Indemnification.**

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

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

_____ (Initials)

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

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

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

To District: Oxnard School District
1051 South A Street
Oxnard, California, 93030
Attention: Chris Ridge
Phone: 805.385.1501, x2161
Fax: 805.487.9648

To Consultant: Restorative Justice Resource Center
PO Box 762
Ventura, CA 93002
Phone: 805.453.7219
Email: rjcenter@yahoo.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.** CHRIS RIDGE shall be in charge of administering this Agreement on behalf of the District. The Director of Purchasing has completed **Exhibit D** "Conflict of Interest Check" attached hereto.

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

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

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

OXNARD SCHOOL DISTRICT:

RESTORATIVE JUSTICE RESOURCE CENTER:

Signature

Signature

Lisa A. Franz, Director, Purchasing

Typed Name/Title

Typed Name/Title

Date

Date

Tax Identification Number: 95-6002318

Tax Identification Number: _____

- Not Project Related
- Project #17-68

EXHIBIT A
TO AGREEMENT FOR CONSULTANT SERVICES #17-68

SERVICES

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

Provide Restorative Justice Training during the period of August 8, 2017 through June 30, 2018.

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 #17-68

EXHIBIT B
TO AGREEMENT FOR CONSULTANT SERVICES #17-68

COMPENSATION

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

Total compensation shall not exceed Thirty-Three Thousand Seven Hundred Fifty Dollars (\$33,750.00), unless additional compensation is approved in writing by the District.

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

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

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

IV. The total compensation for the Services shall not exceed \$33,750.00, as provided in Section 4 of this Agreement.

Not Project Related

Project #17-68

EXHIBIT C
TO AGREEMENT FOR CONSULTANT SERVICES #17-68

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 #17-68

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 #17-68

EXHIBIT D
TO AGREEMENT FOR CONSULTANT SERVICES #17-68

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, **RESTORATIVE JUSTICE RESOURCE CENTER**, who will provide Services under the Agreement, is is not subject to disclosure obligations.

Date: _____

By: _____

Lisa A. Franz
Director, Purchasing

OSD BOARD AGENDA ITEM

Name of Contributor: Robin Freeman

Date of Meeting: 8/2/17

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

Approval of Agreement #17-74, Lesson One (Freeman/Garner)

It has been a few years since Lesson One provided services to McKinna School. Since that time several new staff members have joined the school. We want to provide consistency with our behavior interventions, discipline, and safety. We feel that Lesson One, in conjunction with CHAMPS, will be the perfect combination and provide McKinna students with a quality program that meets their needs,

Lesson One will provide two weeks of training to six staff members, the Principal, and coach who have not been previously trained. They will provide an additional week of consultation services to staff who have previously been trained and want a refresher. There will be a workshop for the entire staff as well as a Family Night to provide parents and guardians with information about the program. Additionally, phone consultation will be available as needed.

FISCAL IMPACT:

Not to exceed \$15,000.00 – Title 1

RECOMMENDATION:

It is the recommendation of the Principal, McKinna School, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #17-74 with Lesson One in the amount not to exceed \$15,000.00.

ADDITIONAL MATERIAL(S):

Attached: Agreement #17-74, Lesson One (13 Pages)
 Proposal (1 Page)

OXNARD SCHOOL DISTRICT

Agreement #17-74

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 Lesson One (“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 3, 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 shall not exceed Fifteen Thousand Dollars (\$15,000.00), unless additional compensation is approved in writing by the District.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

_____ (Initials)

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

_____ (Initials)

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

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

_____ (Initials)

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

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

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

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

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

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

21. **Indemnification.**

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

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

_____ (Initials)

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

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

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

To District: Oxnard School District
 1051 South A Street
 Oxnard, California, 93030
 Attention: Wendy Garner
 Phone: 805.385.1563
 Fax: 805.487.2231

To Consultant: Lesson One
 436 Marrett Road
 Lexington, MA 02421
 Attention: Jon Oliver
 Phone: (617) 247.2787
 Fax: (617) 247.3462

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.** **WENDY GARNER** 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:

LESSON ONE:

Signature

Signature

Lisa A. Franz, Director, Purchasing

Typed Name/Title

Typed Name/Title

Date

Date

Tax Identification Number: 95-6002318

Tax Identification Number: _____

- Not Project Related
- Project #17-74

EXHIBIT A
TO AGREEMENT FOR CONSULTANT SERVICES #17-74

SERVICES

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

***PER ATTACHED PROPOSAL**

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

***PER ATTACHED PROPOSAL**

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

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 #17-74

EXHIBIT B
TO AGREEMENT FOR CONSULTANT SERVICES #17-74

COMPENSATION

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

*Total compensation not to exceed \$15,000.00

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 \$15,000.00, as provided in Section 4 of this Agreement.

- Not Project Related
- Project #17-74

EXHIBIT C
TO AGREEMENT FOR CONSULTANT SERVICES #17-74

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 #17-74

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 #17-74

EXHIBIT D
TO AGREEMENT FOR CONSULTANT SERVICES #17-74

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

Date: _____

By: _____
Lisa A. Franz
Director, Purchasing



MOU: McKinna Elementary School

THREE WEEKS OF CONSULTATION WILL INCLUDE THE FOLLOWING:

- One week of direct-service lessons to six classrooms (new teachers at McKinna) focusing on Lesson One foundational skills.
- One week of direct-service lessons to six classrooms (new teachers at McKinna) focusing on Lesson One additional skills.
- One week of consultation to classrooms already trained in Lesson One to review and support fidelity of implementation.
- Workshop training for all new staff.
- Extensive training for new principal and guidance counselor which will include classroom visits during all three weeks, meetings providing consultation focused on supporting all staff, strategies for whole school implementation and parent involvement.
- Family Night to train parents/guardians in effective home implementation.
- Phone consultation throughout the year provided, as needed.

Replication Materials Included

- **Lesson One Replication Handouts** for new classroom teachers.
- **Ten Lesson One Posters** for new classroom teachers and common areas of school defining Lesson One skills
- **Ten Lesson One: The ABCs of Life book**

Budget: \$5,000/week x 3 weeks (includes all consultation and materials)

Total = \$15,000

OSD BOARD AGENDA ITEM

Name of Contributor: Robin Freeman

Date of Meeting: 8/2/17

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

Approval of Agreement/MOU #17-75 - Santa Barbara/Ventura Counties Dental Care Foundation (Freeman/Thomas)

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

Term of the agreement: August 3, 2017 through June 30, 2018

FISCAL IMPACT:

No fiscal impact.

RECOMMENDATION:

It is the recommendation of the Director, Curriculum, Instruction & Accountability, and the Assistant Superintendent, Educational Services that the Board of Trustees approve Agreement/MOU #17-75 with Santa Barbara/Ventura Counties Dental Care Foundation (SBVCDCF).

ADDITIONAL MATERIAL:

Attached: Agreement/MOU#17-75, SBVC Dental Care Foundation (1 Page)

Oxnard School District Agreement #17-75 Memorandum of Understanding

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

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

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

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

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

Term of this Agreement: August 3, 2017 to June 30, 2018

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

Jessica Chavez-Rios, Executive Director
Santa Barbara-Ventura Counties Dental Care Foundation

Date

Lisa A. Franz, Director, Purchasing
Oxnard School District

Date

(Contingent Upon Board Approval)

BOARD AGENDA ITEM

Name of Contributor: Janet Penanhoat

Date of Meeting: 08/02/17

STUDY SESSION _____

CLOSED SESSION _____

SECTION A-I: PRELIMINARY _____

SECTION A-II: REPORTS _____

SECTION B: HEARINGS _____

SECTION C: CONSENT AGENDA _____ Agreement Category:

_____ Academic

_____ Enrichment

_____ Special Education

X Support Services

_____ Personnel

_____ Legal

_____ Facilities

SECTION D: ACTION _____

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

APPROVAL OF AGREEMENT #17-78 WITH CHILD DEVELOPMENT RESOURCES OF VENTURA COUNTY, INC. (CDR) FOR SUPPLYING BREAKFAST AND LUNCHESES TO HEAD START PRESCHOOL STUDENTS AT SIERRA LINDA SCHOOL (Penanhoat/Lugotoff)

Oxnard School District is entering into an agreement with Child Development Resources of Ventura County, Inc. for the purpose of supplying breakfast and lunches to the students in the CDR Head Start program at Sierra Linda School during the 2017-18 school year. The term of Agreement #17-78 is for one calendar year commencing on August 28, 2017.

FISCAL IMPACT

None. CDR will reimburse the District for the cost of the meals provided.

RECOMMENDATION

It is the recommendation of the Interim Superintendent, Business & Fiscal Services, and the Director of Child Nutrition Services that the Board of Trustees approve Agreement #17-78 with Child Development Resources of Ventura County, Inc. for the purpose of supplying breakfast and lunches to their Head Start program at Sierra Linda School for the 2017-18 school year.

ADDITIONAL MATERIAL

Attached: Agreement #17-78 (10 pages)

**STANDARD AGREEMENT FOR FOOD
SERVICE/VENDING
Oxnard School District CN #17-78**

This Agreement is entered into on this 28th day of August 2017, by and between Child Development Resources of Ventura County, Inc., hereinafter referred to as the "Agency", and Oxnard School District, hereinafter referred to as the "Vendor".

WHEREAS, it is not the capability of the Agency to prepare specified meals under the Child and Adult Care Food Program (CACFP) for enrolled participating children; and

WHEREAS, the facilities and capabilities of the Vendor are adequate to supply specified meals to the Agency's facilities; and

WHEREAS, the Vendor is willing to provide such services to the Agency on a cost reimbursement basis;

THEREFORE, both parties hereto agree as follows:

THE VENDOR AGREES TO:

1. Prepare and supply the meals, on the School District's scheduled days of service, inclusive of necessary straws, utensils and napkins for the CDR Head Start /State Preschool located at Sierra Linda School in Oxnard in accordance with the number of meals requested and at the cost(s) per meal listed below:

Breakfast	<u>\$2.25</u> each	Lunch	<u>\$3.33</u> each
Supplement/Snack	<u>\$1.05</u> each	Supper	\$ <u>N/A</u> each

*Prices are subject to change up to the maximum amount of the published reimbursement rates as established by Child and Adult Care Food Program (CACFP) for 2017-2018.

2. Assure that each meal provided to the Agency under this contract meets the minimum nutritional requirements as specified for children aged 3-5 by the CACFP Meal Pattern for Older Children revised and effective October 1, 2017, (attached) which is excerpted from the regulations 7 CFR Part 226.20.
3. Provide CN labels for eligible products and/or official grain crediting letters that verify meal component and whole grain rich contributions in compliance with CACFP Meal Pattern for children aged 3-5.
4. Maintain full and accurate records that document: (1) the menus listing all meals provided to the Agency during the term of this contract, (2) a

listing of all reimbursable nutrition components of each meal, and (3) an itemization of the quantities of each component used to prepare said meal. The Vendor agrees to provide meal preparation documentation by using yield factors for each food item as listed in the USDA Food Buying Guide or the CNFDD Simplified Food Buying Guide (SFBG) when calculating and recording the quantity of food prepared each meal.

5. Maintain such cost records as invoices, receipts and/or other documentation that exhibit the purchase or otherwise availability to the Vendor, of the meal components and quantities itemized in the meal preparation records.
6. Maintain on a daily basis an accurate count of the number of meals, by meal type, prepared for the Agency. Meal count documentation must include the number of meals requested by the Agency.
7. Allow the Agency to increase or decrease the number of meal orders, as needed, when the request is made within two hours of the scheduled delivery time.
8. Provide copy of menu to each vended site with accurately identified meal components for breakfast, lunch and/or meal supplements (snacks).
9. On a monthly basis, present to the Agency an invoice accompanied by reports that itemizes the previous month's delivery. The Vendor agrees to forfeit payment for meals that are not ready within one (1) hour of the agreed upon delivery time, are spoiled or unwholesome at the time of delivery, are short of components, or do not otherwise meet the meal requirements contained in this Agreement.
10. Operate in accordance with current CACFP requirements.
11. Retain all required records for a period of three (3) years after the end of the fiscal year to which they pertain (or longer, if an audit or administrative review in progress); and upon request to make all accounts and records pertaining to the Agreement available to the Certified Public Accountant hired by the Agency, representatives of the California State Department of Education, the U.S. Department of Agriculture, and the U.S. General Accounting Office for audit or administrative review at a reasonable time and place.
12. Not subcontract for the total meal, with or without milk, or for the assembly of the meal.

13. The Vendor agency certifies, that in its operation of a Child and Adult Care Food Program, neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
14. Where the Vendor is unable to certify to any of the statements in this certification, Vendor shall attach an explanation to this proposal. Executive Order 12549, Debarment and Suspension, 34 CFR Part 85.510. (Lower Tier)
15. As required by the State Drug-Free Workplace Act of 1990 (Government Code Section 8350 et. Seq.) and the Federal Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for grantees, as defined at 34 CFR Part 85, Sections 85.605 and 85.610, the recipient agency certifies that it will continue to provide a drug-free workplace.

THE AGENCY AGREES TO:

1. Ensure that an Agency representative is available at each (delivery/pick-up) site, at the specified time on each specified (delivery/pick-up) day to receive, inspect and sign for the requested number of meals. This individual will verify the temperature, quality and quantity of each meal service delivery. The Agency assures the Vendor that this individual will be trained and knowledgeable in the record keeping and meal requirement of CACFP, and in health and sanitation.
2. Provide personnel to serve meals, clean the serving and eating areas, and assemble transport carts and auxiliary items for pick up/delivery.
3. Notify the Vendor within two (2) days of receipt of the next month's proposed menu of any changes, additions, or deletions that will be required in the menu request.
4. Provide the Vendor with resources to Title 7 CFR Part 226; the CACFP Meal Pattern, Schedule B; the CACFP Food Buying Guide, and all other technical assistance materials pertaining to the food service requirements of CACFP. The Agency will, within 24 hours of receipt from CDE/CACFP, advise the Vendor of any changes in the food service requirements of CACFP.
5. Pay the Vendor the full amount as presented on the monthly-itemized invoice on or before 30 days following the date of invoice. The Agency

agrees to notify the Vendor within 48 hours of receipt of any discrepancy in the invoice.

TERMS OF THE AGREEMENT

This Agreement will take effect commencing August 28, 2017 and shall be for a period of one calendar year. It may be terminated by notification given by either party hereto the other party at least 30 days prior to the date of termination.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT AS OF THE DATES INDICATED BELOW:

Service Provider Official Signature

Official Name (please type)

Title

Telephone

Date



Agency Official Signature

Jack Hinojosa

Agency Official Name (please type)

Chief Executive Officer

Title

(805) 485-7878

Telephone

6/5/17

Date



CHILD MEAL PATTERN

Breakfast				
(Select all three components for a reimbursable meal)				
Food Components and Food Items ¹	Ages 1-2	Ages 3-5	Ages 6-12	Ages 13-18 ² <small>(at-risk afterschool programs and emergency shelters)</small>
Fluid Milk³	4 fluid ounces	6 fluid ounces	8 fluid ounces	8 fluid ounces
Vegetables, fruits, or portions of both⁴	¼ cup	½ cup	½ cup	½ cup
Grains (oz eq)^{5,6,7}				
Whole grain-rich or enriched bread	½ slice	½ slice	1 slice	1 slice
Whole grain-rich or enriched bread product, such as biscuit, roll or muffin	½ serving	½ serving	1 serving	1 serving
Whole grain-rich, enriched or fortified cooked breakfast cereal ⁸ , cereal grain, and/or pasta	¼ cup	¼ cup	½ cup	½ cup
Whole grain-rich, enriched or fortified ready-to-eat breakfast cereal (dry, cold) ^{8,9}				
Flakes or rounds	½ cup	½ cup	1 cup	1 cup
Puffed cereal	¾ cup	¾ cup	1 ¼ cup	1 ¼ cup
Granola	⅛ cup	⅛ cup	¼ cup	¼ cup

¹ Must serve all three components for a reimbursable meal. Offer versus serve is an option for at-risk afterschool participants.

² Larger portion sizes than specified may need to be served to children 13 through 18 years old to meet their nutritional needs.

³ Must be unflavored whole milk for children age one. Must be unflavored low-fat (1 percent) or unflavored fat-free (skim) milk for children two through five years old. Must be unflavored low-fat (1 percent), unflavored fat-free (skim), or flavored fat-free (skim) milk for children six years old and older.

⁴ Pasteurized full-strength juice may only be used to meet the vegetable or fruit requirement at one meal, including snack, per day.

⁵ At least one serving per day, across all eating occasions, must be whole grain-rich. Grain-based desserts do not count towards meeting the grains requirement.

⁶ Meat and meat alternates may be used to meet the entire grains requirement a maximum of three times a week. One ounce of meat and meat alternates is equal to one ounce equivalent of grains.

⁷ Beginning October 1, 2019, ounce equivalents are used to determine the quantity of creditable grains.

⁸ Breakfast cereals must contain no more than 6 grams of sugar per dry ounce (no more than 21.2 grams sucrose and other sugars per 100 grams of dry cereal).

⁹ Beginning October 1, 2019, the minimum serving size specified in this section for ready-to-eat breakfast cereals must be served. Until October 1, 2019, the minimum serving size for any type of ready-to-eat breakfast cereals is ¼ cup for children ages 1-2; 1/3 cup for children ages 3-5; and ¾ cup for children ages 6-12.

CHILD MEAL PATTERN

Lunch and Supper				
(Select all five components for a reimbursable meal)				
Food Components and Food Items ¹	Ages 1-2	Ages 3-5	Ages 6-12	Ages 13-18 ² <small>(at-risk afterschool programs and emergency shelters)</small>
Fluid Milk³	4 fluid ounces	6 fluid ounces	8 fluid ounces	8 fluid ounces
Meat/meat alternates				
Lean meat, poultry, or fish	1 ounce	1 ½ ounce	2 ounces	2 ounces
Tofu, soy product, or alternate protein products ⁴	1 ounce	1 ½ ounce	2 ounces	2 ounces
Cheese	1 ounce	1 ½ ounce	2 ounces	2 ounces
Large egg	½	¾	1	1
Cooked dry beans or peas	¼ cup	⅓ cup	½ cup	½ cup
Peanut butter or soy nut butter or other nut or seed butters	2 tbsp	3 tbsp	4 tbsp	4 tbsp
Yogurt, plain or flavored unsweetened or sweetened ⁵	4 ounces or ½ cup	6 ounces or ¾ cup	8 ounces or 1 cup	8 ounces or 1 cup
The following may be used to meet no more than 50% of the requirement: Peanuts, soy nuts, tree nuts, or seeds, as listed in program guidance, or an equivalent quantity of any combination of the above meat/meat alternates (1 ounces of nuts/seeds = 1 ounce of cooked lean meat, poultry, or fish)	½ ounce = 50%	¾ ounce = 50%	1 ounce = 50%	1 ounce = 50%
Vegetables⁶	⅛ cup	¼ cup	½ cup	½ cup
Fruits^{6,7}	⅛ cup	¼ cup	¼ cup	¼ cup
Grains (oz eq)^{8,9}				
Whole grain-rich or enriched bread	½ slice	½ slice	1 slice	1 slice
Whole grain-rich or enriched bread product, such as biscuit, roll or muffin	½ serving	½ serving	1 serving	1 serving
Whole grain-rich, enriched or fortified cooked breakfast cereal ¹⁰ , cereal grain, and/or pasta	¼ cup	¼ cup	½ cup	½ cup

¹ Must serve all five components for a reimbursable meal. Offer versus serve is an option for at-risk afterschool participants.

² Larger portion sizes than specified may need to be served to children 13 through 18 years old to meet their nutritional needs.

³ Must be unflavored whole milk for children age one. Must be unflavored low-fat (1 percent) or unflavored fat-free (skim) milk for children two through five years old. Must be unflavored low-fat (1 percent), unflavored fat-free (skim), or flavored fat-free (skim) milk for children six years old and older.

⁴ Alternate protein products must meet the requirements in Appendix A to Part 226.

⁵ Yogurt must contain no more than 23 grams of total sugars per 6 ounces.

⁶ Pasteurized full-strength juice may only be used to meet the vegetable or fruit requirement at one meal, including snack, per day.

⁷ A vegetable may be used to meet the entire fruit requirement. When two vegetables are served at lunch or supper, two different kinds of vegetables must be served.

⁸ At least one serving per day, across all eating occasions, must be whole grain-rich. Grain-based desserts do not count towards the grains requirement.

⁹ Beginning October 1, 2019, ounce equivalents are used to determine the quantity of the creditable grain.

¹⁰ Breakfast cereals must contain no more than 6 grams of sugar per dry ounce (no more than 21.2 grams sucrose and other sugars per 100 grams of dry cereal).

CHILD MEAL PATTERN

Snack				
(Select two of the five components for a reimbursable snack)				
Food Components and Food Items ¹	Ages 1-2	Ages 3-5	Ages 6-12	Ages 13-18 ² <small>(at-risk afterschool programs and emergency shelters)</small>
Fluid Milk³	4 fluid ounces	4 fluid ounces	8 fluid ounces	8 fluid ounces
Meat/meat alternates				
Lean meat, poultry, or fish	½ ounce	½ ounce	1 ounce	1 ounce
Tofu, soy product, or alternate protein products ⁴	½ ounce	½ ounce	1 ounce	1 ounce
Cheese	½ ounce	½ ounce	1 ounce	1 ounce
Large egg	½	½	½	½
Cooked dry beans or peas	⅛ cup	⅛ cup	¼ cup	¼ cup
Peanut butter or soy nut butter or other nut or seed butters	1 tbsp	1 tbsp	2 tbsp	2 tbsp
Yogurt, plain or flavored unsweetened or sweetened ⁵	2 ounces or ¼ cup	2 ounces or ¼ cup	4 ounces or ½ cup	4 ounces or ½ cup
Peanuts, soy nuts, tree nuts, or seeds	½ ounce	½ ounce	1 ounce	1 ounce
Vegetables⁶	½ cup	½ cup	¾ cup	¾ cup
Fruits⁶	½ cup	½ cup	¾ cup	¾ cup
Grains (oz eq)^{7,8}				
Whole grain-rich or enriched bread	½ slice	½ slice	1 slice	1 slice
Whole grain-rich or enriched bread product, such as biscuit, roll or muffin	½ serving	½ serving	1 serving	1 serving
Whole grain-rich, enriched or fortified cooked breakfast cereal ⁹ , cereal grain, and/or pasta	¼ cup	¼ cup	½ cup	½ cup
Whole grain-rich, enriched or fortified ready-to-eat breakfast cereal (dry, cold) ^{9,10}				
Flakes or rounds	½ cup	½ cup	1 cup	1 cup
Puffed cereal	¾ cup	¾ cup	1 ¼ cup	1 ¼ cup
Granola	⅛ cup	⅛ cup	¼ cup	¼ cup

¹ Select two of the five components for a reimbursable snack. Only one of the two components may be a beverage.

² Larger portion sizes than specified may need to be served to children 13 through 18 years old to meet their nutritional needs.

³ Must be unflavored whole milk for children age one. Must be unflavored low-fat (1 percent) or unflavored fat-free (skim) milk for children two through five years old. Must be unflavored low-fat (1 percent), unflavored fat-free (skim), or flavored fat-free (skim) milk for children six years old and older.

⁴ Alternate protein products must meet the requirements in Appendix A to Part 226.

⁵ Yogurt must contain no more than 23 grams of total sugars per 6 ounces.

⁶ Pasteurized full-strength juice may only be used to meet the vegetable or fruit requirement at one meal, including snack, per day.

⁷ At least one serving per day, across all eating occasions, must be whole grain-rich. Grain-based desserts do not count towards meeting the grains requirement.

⁸ Beginning October 1, 2019, ounce equivalents are used to determine the quantity of creditable grains.

⁹ Breakfast cereals must contain no more than 6 grams of sugar per dry ounce (no more than 21.2 grams sucrose and other sugars per 100 grams of dry cereal).

¹⁰ Beginning October 1, 2019, the minimum serving sizes specified in this section for ready-to-eat breakfast cereals must be served. Until October 1, 2019, the minimum serving size for any type of ready-to-eat breakfast cereals is $\frac{1}{4}$ cup for children ages 1-2; $\frac{1}{3}$ cup for children ages 3-5; and $\frac{3}{4}$ cup for children ages 6-12.

Meal Pattern Resources for Children Ages 3-5 effective October 1, 2017

Title 7 CFR Part 226

<https://www.fns.usda.gov/sites/default/files/CFR226.pdf>

CACFP Meal Pattern for Older Children

https://www.fns.usda.gov/sites/default/files/cacfp/CACFP_childmealpattern.pdf

CACFP Food Buying Guide

<https://www.fns.usda.gov/tn/food-buying-guide-for-child-nutrition-programs>

CACFP Online Food Buying Guide Calculator

<http://fbg.nfsmi.org/>

BOARD AGENDA ITEM

Name of Contributor: Janet Penanhoat

Date of Meeting: 08/02/17

CLOSED SESSION _____

SECTION B: HEARINGS _____

SECTION C: CONSENT AGENDA _____

Agreement Category:

_____ Academic

_____ Enrichment

_____ Special Education

 X Support Services

_____ Personnel

_____ Legal

_____ Facilities

SECTION D: ACTION _____

SECTION E: REPORTS/DISCUSSION _____

SECTION F: BOARD POLICIES _____

APPROVAL OF AGREEMENT #17-79 WITH EL CENTRITO FOR SUPPLYING BREAKFAST AND LUNCHES TO PRESCHOOL STUDENTS (Penanhoat/Lugotoff)

Oxnard School District is entering into an agreement with El Centrito for the purpose of supplying breakfast and lunches to the students in their preschool programs. Meals are to be prepared in the Haydock and Ramona kitchens during the 2017-18 school year. The term of Agreement #17-79 is for one calendar year commencing on August 2, 2017.

FISCAL IMPACT

None. El Centrito will reimburse the District for the cost of the meals provided.

RECOMMENDATION

It is the recommendation of the Interim Assistant Superintendent, Business & Fiscal Services, and the Director of Child Nutrition Services that the Board of Trustees approve Agreement #17-79 with El Centrito for the purpose of supplying breakfast and lunches to students in their preschool programs during the 2017-18 school year.

ADDITIONAL MATERIAL

Attached: Agreement #17-79 (9 pages)

**OXNARD SCHOOL DISTRICT AGREEMENT #17-79
STANDARD AGREEMENT FOR FOOD
SERVICES/VENDING**

This Agreement is entered into on this day August 2, 2017 by and between El Centrito, hereinafter referred to as the "Agency", and Oxnard School District, hereinafter referred to as the "Vendor".

WHEREAS, it is not the capability of the Agency to prepare specified meals under the Child and Adult Care Food Program (CACFP) for enrolled participating children; and

WHEREAS, the facilities and capabilities of the Vendor are adequate to supply specified meals to the Agency's facilities; and

WHEREAS, the Vendor is willing to provide such services to the Agency on a cost reimbursement basis;

THEREFORE, both parties hereto agree as follows:

THE VENDOR AGREES TO:

1. Prepare and supply the meals in the kitchens at Haydock and Ramona schools, on the School District's scheduled days of service, inclusive of necessary straws, utensils and napkins for the El Centrito preschool students in accordance with the number of meals requested and at the cost(s) per meal listed below:

Breakfast: \$2.30 ea.	Lunch: \$3.40 ea.	Supplemental/Snack: \$1.10 ea
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2. Assure that each meal provided to the Agency under this contract meets the minimum nutritional requirement as specified by the CACFP Meal Pattern Schedule B (attached) which is excerpted from the regulations 7 CFR Part 226.20.

3. Maintain full and accurate records that document: (1) the menus listing all meals provided to the Agency during the term of this contract, (2) a listing of all reimbursable nutrition components of each meal, and (3) an itemization of the quantities of each component used to prepare said meal. The Vendor agrees to provide meal preparation documentation by using yield factors for each food item as listed in the USDA Food Buying Guide or the CNFDD Simplified Food Buying Guide (SFBG) when calculating and recording the quantity of food prepared each meal.

4. Maintain such cost records as invoices, receipts and/or other documentation that exhibit the purchase or otherwise availability to the Vendor, of the meal components and quantities itemized in the meal preparation records.

5. Maintain on a daily basis an accurate count of the number of meals, by meal type, prepared for the Agency. Meal count documentation must include the number of meals requested by the Agency.

6. Allow the Agency to increase or decrease the number of meal orders, as needed, when the request is made within two hours of the scheduled delivery time.

7. Provide copy of the menu to each vended site with accurately identified meal components for breakfast, lunch and/or meal supplements (snacks).

8. Foster shall provide Oxnard School District with a yearly school calendar prior to the first day of the school year. Oxnard School District will not be obligated to provide any meals on the District's non-student days. However, Oxnard School District is willing to provide meals to VCOE locations on non-student days at a cost of \$250.00 per day, with the exception of district holidays. Please refer to the school year calendar (Exhibit "A").

9. On a monthly basis, present to the Agency an invoice accompanied by reports that itemizes the previous month's delivery. The Vendor agrees to forfeit payment for meals that are not ready within one (1) hour of the agreed upon delivery time, are spoiled or unwholesome at the time of delivery, are short of components, or do not otherwise meet the meal requirements contained in this agreement.

10. Operate in accordance with current CACFP requirements.

11. Retain all required records for a period of three (3) years after the end of the fiscal year to which they pertain (or longer, if an audit or administrative review in progress); and upon request to make all accounts and records pertaining to the agreement available to the Certified Public Accountant hired by the agency, representatives of the California State Department of Education, the US Department of Agriculture, and the US General Accounting Office for audit of administrative review at a reasonable time and place.

12. Not subcontract for the total meal, with or without milk, or for the assembly of meal.

13. The Vendor agency certifies, that in its operation of a Child and Adult Care Food Program, neither it nor its principals are presently disbarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

14. Where the Vendor is unable to certify to any of the statements in this certification, Vendor shall attach an explanation to this proposal. Executive Order 12549, Debarment and Suspension, 34 CFR Part 85.510. (Lower Tier)

15. As required by the state Drug Free Workplace Act of 1990 (Government Code Section 8350 et. Seq.) and the Federal Drug Free Workplace Act of 1988 and implemented at 34 CFR Part 85, Subpart F, for grantees, as defined at 34 CFR Part 85, Sections 85.605 and 85.610, the recipient agency certifies that it will continue to provide a drug-free workplace.

THE AGENCY AGREES TO:

1. Ensure that an Agency representative is available at each (delivery/pick up) site, at the specified time on each specified (delivery/pick up) day to receive, inspect and sign for the requested number of meals. This individual will verify temperature, quality and quantity of each meal service delivery. The Agency assures the Vendor that this individual will be trained and knowledgeable in the record keeping and meal requirement of CACFP, and in health and sanitation.

2. Provide personnel to serve meals, clean the serving and eating areas, and assemble transport carts and auxiliary items for pick up / delivery.

3. Notify the Vendor within two (2) days of receipt of the next month's proposed menu of any changes, additions, or deletions that will be required in the menu request.

4. Provide the Vendor with a copy of Title 7 CFR Part 226; the CACFP Meal Pattern, Schedule B; the CNFDD Simplified Food Buying Guide, and all other technical assistance materials pertaining to the food service requirements of CACFP. The Agency will, within 24 hours of receipt from CDE/CACFP, advise the Vendor of any changes in the food service requirements of CACFP.

5. Pay the vendor the full amount as presented on the monthly itemized invoice on or before the 30 days following the date of invoice. The Agency agrees to notify the Vendor within 48 hours of receipt of any discrepancy in the invoice.

TERMS OF AGREEMENT

This agreement will take effect commencing August 2, 2017 and shall be for a period of one calendar year. It may be terminated by notification given by either party hereto the other party at least 30 days prior to the date of termination.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT AS OF THE DATES INDICATED BELOW:


Service Provider Official Signature

Janet Penanhoat
Service Provider Official Name (please type)

Interim Assistant Superintendent
Title

(805) 385-1501 ext. 2401
Telephone

Date



Agency Official Signature

Teresa Segovia
Agency Official Name (please type)

Executive Director
Title

805-483-8685 ext. 227
Telephone

7/18/17
Date

Meal Pattern for Older Children

Child and Adult Care Food Program meal requirements for children ages one through twelve.

Breakfast

Milk⁵

Type	Ages 1 to 2 years	Ages 3 to 5 years	Ages 6 to 12 years
Fluid Milk	1/2 cup	3/4 cup	1 cup

Vegetables, Fruit

Type	Ages 1 to 2 years	Ages 3 to 5 years	Ages 6 to 12 years
Vegetable, Fruit, or Full-Strength (100%) Juice	1/4 cup	1/2 cup	1/2 cup

Grains/Breads (whole grain or enriched)

Type	Ages 1 to 2 years	Ages 3 to 5 years	Ages 6 to 12 years
Bread	1/2 slice	1/2 slice	1 slice
OR Rolls, Muffins, etc.	1/2 serving	1/2 serving	1 serving
OR Cold Dry Cereal (volume or weight, whichever is less)	1/4 cup or 1/3 oz.	1/3 cup or 1/2 oz.	3/4 cup or 1 oz.
OR Cooked Cereal, Pasta, Noodle Products, or Cereal Grains	1/4 cup	1/4 cup	1/2 cup

Lunch or Supper

Milk

Type	Ages 1 to 2 years	Ages 3 to 5 years	Ages 6 to 12 years
Fluid Milk	1/2 cup	3/4 cup	1 cup

Vegetables, Fruits

Type	Ages 1 to 2 years	Ages 3 to 5 years	Ages 6 to 12 years
Vegetable and/or Fruit (two or more kinds)	1/4 cup total	1/2 cup total	3/4 cup total

Grains/Breads (whole grain or enriched)

Type	Ages 1 to 2 years	Ages 3 to 5 years	Ages 6 to 12 years
Bread	1/2 slice	1/2 slice	1 slice
OR Rolls, Muffins, etc	1/2 serving	1/2 serving	1 serving
OR Cooked Cereal, Pasta, Noodle Products, or Cereal Grains	1/4 cup	1/4 cup	1/2 cup

Meat/Meat Alternatives

Type	Ages 1 to 2 years	Ages 3 to 5 years	Ages 6 to 12 years
Lean Meat, Fish, or Poultry (edible portion as served)	1 oz.	1.5 oz.	2 oz.
OR Cheese (natural or processed)	1 oz.	1.5 oz.	2 oz.
OR Cottage Cheese, Cheese Food/Cheese Spread Substitute	1/4 cup or 2 oz.	3/8 cup or 3 oz.	1/2 cup or 4 oz.
OR Egg (large)	1/2 egg	3/4 egg	1 egg
OR Cooked Dried Beans or Dried Peas ₁	1/4 cup	3/8 cup	1/2 cup
OR Peanut Butter, Reduced- Fat Peanut	2 Tbsp.	3 Tbsp.	4 Tbsp.

Butter, Soy Nut Butter, or Other Nut or Seed Butters			
OR Peanuts, Soy Nuts, Tree Nuts, Roasted Peas, or Seeds ₂	1/2 oz. ²	3/4 oz. ²	1 oz. ²
OR yogurt (plain or flavored, unsweetened or sweetened)	1/2 cup	3/4 cup	1 cup
OR An Equivalent Quantity of Any Combination of the Above Meat/Meat Alternatives	N/A	N/A	N/A

A.M. or P.M. Supplement

(select 2 of these 4 components)³

Milk

Type	Ages 1 to 2 years	Ages 3 to 5 years	Ages 6 to 12 years
Fluid Milk	1/2 cup	1/2 cup	1 cup

Vegetables, Fruits

Type	Ages 1 to 2 years	Ages 3 to 5 years	Ages 6 to 12 years
Vegetable, Fruit, or Full-Strength (100%) Juice	1/2 cup	1/2 cup	3/4 cup

Grains/Breads (whole grain or enriched)

Type	Ages 1 to 2 years	Ages 3 to 5 years	Ages 6 to 12 years
Bread	1/2 slice	1/2 slice	1 slice
OR Rolls, Muffins, etc.	1/2 serving	1/2 serving	1 serving

OR Cold Dry Cereal (volume or weight, whichever is less)	1/4 cup or 1/3 oz.	1/3 cup or 1/2 oz.	3/4 cup or 1 oz.
OR Cooked Cereal, Pasta, Noodle Products, or Cereal Grains.	1/4 cup	1/4 cup	1/2 cup

Meat/Meat Alternatives

Type	Ages 1 to 2 years	Ages 3 to 5 years	Ages 6 to 12 years
Lean Meat, Fish, or Poultry (edible portion as served)	1/2 oz.	1/2 oz.	1 oz.
OR Cheese (natural or processed)	1/2 oz.	1/2 oz.	1 oz.
OR Cottage Cheese, Cheese Food/Cheese Spread Substitute	1/8 cup or 1 oz.	1/8 cup or 1 oz.	1/4 cup or 2 oz.
OR Egg (large)	1/2 egg	1/2 egg	1/2 egg
OR Yogurt (plain or flavored, unsweetened or sweetened ⁴)	1/4 cup	1/4 cup	1/2 cup
OR Cooked Dried Beans or Dried Peas ¹	1/8 cup	1/8 cup	1/4 cup
OR Peanut Butter, Reduced-Fat Peanut Butter, Soy Nut Butter, or Other Nut or Seed Butters	1 Tbsp.	1 Tbsp.	2 Tbsp.
OR Peanuts, Soy Nuts, Tree Nuts, Roasted Peas, or Seeds	1/2 oz	1/2 oz.	1 oz.

OR An Equivalent Quantity of Any Combination of the Above Meat/Meat Alternatives	N/A	N/A	N/A
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¹Dried beans or dried peas may be used as a meat alternate or as a vegetable component; but *cannot* be counted as both components in the same meal.

²No more than 50 percent of the requirement shall be met with nuts or seeds. Nuts or seeds shall be combined with another meat/meat alternate to fulfill the requirement. To determine combinations, 1 oz. of nuts or seeds is equal to 1 oz. of cooked lean meat, poultry, or fish. Roasted peas can count as a meat alternate or vegetable component, but cannot be counted as both in the same meal.

³Juice *cannot* be served when milk is served as the only other component.

⁴Commercially added fruit or nuts in flavored yogurt cannot be used to satisfy the second component requirement in supplements.

⁵Children between 12 and 23 months should be served whole milk. Children two years and older can only be served low fat (1 percent) or nonfat (skim) milk.

Questions: Kelley Knapp | kknapp@cde.ca.gov | 916-445-6774

Last Reviewed: Monday, January 4, 2016

Oxnard School District 2017-2018 School Calendar

FINAL

July 2017

Su	M	Tu	W	Th	F	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

July
4 Independence day

August 2017

Su	M	Tu	W	Th	F	Sa
	1	2	3	4	5	
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

August
14 Staff Development Day (No Students)
15 Preparation Day (No Students)
16 First Day of School

September 2017

Su	M	Tu	W	Th	F	Sa
		1	2			
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

September
4 Labor Day Holiday

October 2017

Su	M	Tu	W	Th	F	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

October
30 Staff Development Day (No Students)

November 2017

Su	M	Tu	W	Th	F	Sa
		1	2	3	4	
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

November
10 Veteran's Day Holiday
14 - 17 Conference Days (Minimum days for students)
20 - 24 Thanksgiving Holiday

December 2017

Su	M	Tu	W	Th	F	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

December
15 Minimum Day Teachers and Students
18 - 29 Winter Break

January 2018

Su	M	Tu	W	Th	F	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

January
1 New Year's Day Holiday
1 - 5 Winter Break
15 MLK Holiday

February 2018

Su	M	Tu	W	Th	F	Sa
			1	2	3	
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28			

February
8 - 9 Conference Days (Minimum days for students)
16 President's Day Holiday
19 President's Day Holiday

March 2018

Su	M	Tu	W	Th	F	Sa
			1	2	3	
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

March
26 - 30 Spring Break
30 Spring Holiday

April 2018

Su	M	Tu	W	Th	F	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

April
2 - 6 Spring Break

May 2018

Su	M	Tu	W	Th	F	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

May
28 Memorial Day Holiday

June 2018

Su	M	Tu	W	Th	F	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

June
14 Last day of school (Min. Day Teachers & Students)

BOARD AGENDA ITEM

Name of Contributor: Dr. Cesar Morales

Date of Meeting: 08/02/17

STUDY SESSION _____
CLOSED SESSION _____
SECTION A-1: PRELIMINARY _____
SECTION A-II: REPORTS _____
SECTION B: HEARINGS _____
SECTION C: CONSENT AGENDA _____

Agreement Category:

_____ Academic
_____ Enrichment
_____ Special Education
 Support Services
_____ Personnel
_____ Legal
_____ Facilities

SECTION D: ACTION _____

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

Approval of Agreement #17-84 – Oxnard Performing Arts & Convention Center (Morales)

This agreement is for the 2017 SIP Day Orientation that will be held at the PAC on Monday, August 14, 2017.

FISCAL IMPACT:

Not to Exceed \$1,500.00 – Unrestricted General Fund

RECOMMENDATION:

It is the recommendation of the Superintendent that the Board of Trustees approve Agreement #17-84 with the Oxnard Performing Arts & Convention Center.

ADDITIONAL MATERIALS:

Attached: Agreement #17-84, Oxnard Performing Arts & Convention Center (10 Pages)

PERFORMING ARTS AND CONVENTION CENTER
 LICENSE AGREEMENT - THEATER

This Performing Arts and Convention Center License Agreement (“Agreement”) is made and entered into in the County of Ventura, State of California, this 25th day of July 2017, by and between the Oxnard Performing Arts Center Corporation, a nonprofit corporation, (“PACC”), and “Oxnard School District”, (“Licensee”).

WHEREAS, PACC operates and maintains the Oxnard Performing Arts and Convention Center for use by various organizations, entities and persons for conventions, trade shows, exhibitions, theatrical performances, meetings, concerts, and similar activities; and

WHEREAS, PACC hereby desires to make the Oxnard Performing Arts and Convention Center Theater available to Licensee for a license fee.

NOW, THEREFORE, PACC and Licensee agree as follows:

1. Facilities Provided

a. PACC hereby authorizes Licensee to use the Oxnard Performing Arts and Convention Center Theater (“Theater”) as more particularly LOCATED AT 800 Hobson Way, Oxnard, California 93030.

b. PACC agrees to provide Licensee with standard furnishings and equipment including heating, air conditioning, general lighting, use of the stage, dressing rooms and orchestra pit.

c. PACC agrees to provide Theater for Licensee’s use including the following services: Necessary custodial services, utilities, general supervision by Stage Manager, one public address set-up with three microphones, and one lighting set-up.

d. PACC agrees to provide Licensee with the following special equipment/supplies and personnel:

(1) Equipment/Supplies	
(a) Stage Lighting	\$ <u> 0.00</u>
(b) House Sound System	<u> 0.00</u>
(c) Orchestra Chairs	<u> 0.00</u>
(d) Stage Playback Monitors (2)	<u> 0.00</u>
(e) Shure wireless mic	<u> 0.00</u>
 (2) Personnel	
(a) Stage Technicians	\$ <u> 994.00</u>
(b) House Manager	<u> 200.00</u>
(c) 3 Ushers	<u> 210.00</u>
(d) Box Office	<u> N/A</u>

2. Coordination of Use

All uses of Theater are to be coordinated with the PACC Executive Director or designee (“Executive Director”) and shall be under the general direction of Executive Director.

3. License Period

PACC agrees that Licensee may use the entire complex on the following dates, during the hours specified below:

Moving In: Monday, August 14, 2017 7:00 a.m.

Moving Out: Monday, August 14, 2017 2:00 p.m.

Program: **Monday, August 14, 2017 7:00 a.m.**

4. Reservation Fee

Licensee agrees to pay PACC a non-refundable reservation fee in the amount of **\$0.00** to Executive Director. The PACC shall credit the reservation fee toward payment of other fees and charges owed by Licensee.

5. License Fee

a. Licensee agrees to pay PACC the following fees for the use of Theater and the use of any special equipment/supplies and personnel:

(1) License Fee	<u>No fee per agreement</u>
(2) Equipment/Supplies	<u>0.00</u>
(3) Personnel	<u>1,404.00</u>
(4) Insurance	<u>own</u>
(5) Non-Refundable Processing Fee	<u>25.00</u>
TOTAL	<u>\$1,429.00</u>

b. Licensee agrees to pay any addendum charges for additional services or equipment related to Licensee’s use of the Theater. An estimate of any addendum charges is attached hereto as Exhibit A and incorporated herein by this reference. The actual addendum charges will be determined after the PACC has actually provided the services or equipment.

6. Gross Receipts Fees

If the license fee is based on gross receipts, gross receipts shall mean the total sums,

exclusive of taxes, collected from patrons by Licensee.

7. No Free Passes

Licensee may not issue free passes or admissions to Licensee's event without the written consent of Executive Director.

8. Maintenance of Records

Licensee shall maintain true and accurate records of receipts of admissions and concession sales, if any, and shall satisfactorily and thoroughly account for the receipt thereof. Executive Director shall have the right to inspect such records.

9. Proposed Event

The event to be presented by Licensee shall consist of "Welcome Back Meeting". Licensee's use of Theater shall be limited to the event as described herein.

10. Fee for Admission

a. PACC agrees that Licensee may charge admission during the proposed use of Theater by Licensee.

b. (1) Licensee agrees to include in the price of admission to Theater a Facility Restoration Fee of \$1.00 per ticket for tickets priced \$10.00 to \$19.99, \$2.00 per ticket for tickets priced \$20.00 to \$39.99, and \$3.00 per ticket priced \$40.00 and more. The Facility Restoration Fee is for the exclusive benefit of the PACC Facility Restoration Fund.

(2) All advertising for Licensee's event at Theater shall include the following statement: "A Facility Restoration Fee shall be added to each ticket."

(3) Licensee agrees, that for general admission events without tickets for sale, Licensee shall pay a \$.50 per admission Facility Restoration Fee as an addendum charge.

11. Removal of Property

a. Licensee agrees to remove from Theater, on or before **8:00 AM** on the **15th** day of **August 2017**, all property, goods, equipment, supplies and effects belonging to Licensee or caused by Licensee to be brought to Theater.

b. If any such property is not removed by the above stated time, Licensee authorizes Executive Director to sell the property in any manner Executive Director deems appropriate and to hold the proceeds from the sale for Licensee, less any costs incurred by PACC.

c. Executive Director may, in his or her sole discretion, store, or cause to be

stored, any such property not removed by the above stated time. Licensee agrees to pay PACC all costs associated with such storage.

12. PACC Not Liable For Licensee's Property

In the receipt, handling, care or custody of property of any kind shipped or otherwise delivered to Theater either prior to, during, or subsequent to the use of Theater by Licensee, PACC and its officers, agents and employees shall act solely for the accommodations of Licensee; and neither PACC nor its officers, agents or employees shall be liable for any loss, damage or injury to such property.

13. Handling of Funds

a. In the handling, control, custody and keeping of funds whether the funds are received through the PACC box office or otherwise, Licensee agrees that PACC is acting for the accommodation of Licensee, and as to such funds PACC shall not be liable to Licensee or to any other person for any loss, theft or defalcation thereof, whether such loss, theft, or defalcation is caused or done by officers, employees or agents of the PACC.

b. No PACC officer, employee or agent shall be liable for any loss, theft or defalcation of such funds unless PACC willfully causes or permits the same or unless the loss, theft or defalcation was caused by the gross negligence of an officer, employee or agent of PACC.

14. Prop Entrance

Licensee shall bring all prop articles, fixtures, materials, displays into or out of Theater only at such entrances as may be designated by Executive Director.

15. Care of Theater

Licensee will not drive any nails, screws, tacks, pins, or other objects into the floors, walls, ceilings, partitions, doors, door or window casings, or woodwork of Theater and will not in any manner change or move any of the fixtures of Theater except as may be authorized by Executive Director.

16. Electrical Work and Plans

Licensee shall file with Executive Director a description of all electrical work and a plan or description of any structures, or decorations to be erected for the event. Licensee will not construct or erect such electrical work, structures, or decorations without prior written approval by Executive Director.

17. Animals Prohibited

Licensee agrees that no domestic or wild animals or birds shall be taken into, or

kept in or about Theater, or any part thereof, without the written consent of Executive Director.

18. Signs Require Permission

Licensee agrees that no signs or advertisements shall be placed in, on, or about Theater without the consent of Executive Director.

19. Televising Requires Permission

No event presented in Theater shall be broadcast, televised, or in any manner recorded for reproduction without the written consent of Executive Director.

20. Conduct of Persons

a. Licensee agrees to comply with all ordinances, statutes, rules and regulations applicable to the conduct or operation of the activities of Licensee herein permitted. Licensee shall provide adequate security protection to maintain order in and about Theater.

b. Licensee shall be solely responsible for the orderly conduct of all persons using Theater by invitation, either expressed or implied, during all times covered by this Agreement.

c. Licensee shall not permit intoxicated persons or alcoholic beverages at Theater by invitation, either expressed or implied, during all times covered by this Agreement.

d. PACC reserves the right to eject or cause to be ejected from Theater any person making loud, personal, impertinent, profane or slanderous remarks so as to disrupt an event at Theater.

21. Control of Theater

a. The keys to Theater shall at all times be in the possession and control of Executive Director. PACC shall lock and unlock the entrance and exits of Theater at such times as may be required for Licensee's use. Licensee, at its own expense, must at all times place proper security at all entrances and exits when the same are unlocked.

b. PACC and all duly authorized representatives of PACC shall have the right to enter Theater and all parts thereof at all times.

22. Lost Articles

PACC or its representatives shall have the sole right to collect and have the custody of articles left in Theater by persons attending any event. Licensee or any person in Licensee's employ shall not collect nor interfere with the collection or custody of such articles.

23. Flammable Materials

Licensee may not use flammable materials such as bunting, tissue paper, crepe paper, for decorations. All materials used for decorative purposes must be treated with flame proofing and approved by the Fire Marshall.

24. Entertainment Standards

Licensee shall not conduct any event in Theater and Complex that is illegal or obscene.

25. Concession Sales by PACC

PACC reserves the sole right:

a. To contract for the sale of programs, librettos, periodicals, books, magazines, newspapers, soft drinks, flowers, tobacco, candies, food, novelties or any related merchandise commonly sold or dispensed in Theater and Complex; opera glasses, cushions, and other articles; and photographs.

b. To operate the parking lots, and check rooms; provided, however, that Executive Director may, in writing, authorize Licensee to do any of the aforesaid upon such terms as Executive Director deems proper under the circumstances, subject to the provisions of any existing contracts.

26. Sales by Licensee

a. Licensee may sell from the Theater only those items approved in writing by Executive Director. Licensee shall provide Executive Director with an accounting of such sales and shall pay PACC fifteen percent (15%) of the gross amount of sales, exclusive of sales tax.

b. Licensee shall not serve food or beverages for the event except by agreement with caterers approved by Executive Director.

27. Use of PACC Box Office

Licensee agrees that PACC shall be responsible for ordering and selling tickets sold at the PACC box office at fees so designated on the Box Office Agreement attached hereto as Exhibit B. If a computerized ticket system is used, Licensee agrees to use PACC's designated ticket agency.

28. Complimentary Tickets

a. Licensee agrees not to issue more than fifty (50) complimentary tickets to the Licensee's event without the written consent of Executive Director.

29. Copyright

Licensee agrees to assume all costs and obligations arising from the use of patented and/or copyrighted materials, equipment, devices, processes or dramatic rights furnished or used or incorporated in the event. Licensee agrees to obtain and pay for all appropriate BMI, ASCAP, and SESAC licenses for the event.

30. Assignment

Licensee shall not assign this Agreement in whole or in part, nor may any right hereunder granted to Licensee be granted in turn to any other person without the written consent of Executive Director.

31. Occupancy Interruption

a. In case Theater or any part thereof shall be destroyed or damaged by fire or any other cause, or if any other casualty or unforeseen occurrence, including strikes, labor disputes, war, or acts of military authorities, shall render the fulfillment of this Agreement difficult or impossible of performance, this Agreement shall be immediately terminated.

b. PACC shall not in any such case be held liable or responsible to Licensee for any damage caused by termination of this Agreement. PACC shall be relieved from any further liability by reason of this Agreement, and no claims or compensation or damage shall be made against the PACC by Licensee. Any fee for the unused portion of the Agreement shall under such circumstances be refunded to Licensee.

32. Indemnity

a. To the fullest extent permitted by law, Licensee shall (1) immediately defend; (2) indemnify; and (3) hold harmless PACC, the City of Oxnard, its City Council, each member thereof, and its directors, officers, and employees (the “**Indemnified Party**”) from and against all liabilities regardless of nature, type, or cause, arising out of or resulting from or in connection with Licensee’s performance of this Agreement or Licensee’s failure to comply with any of its obligations contained in this Agreement. Liabilities subject to the duties to defend and indemnify include, without limitation, all claims, losses, damages, penalties, fines, and judgments; associated investigation and administrative expenses; defense costs, including but not limited to reasonable attorneys’ fees; court costs; and costs of alternative dispute resolution. Licensee’s obligation to indemnify applies unless it is adjudicated that any of the liabilities covered by this Section are the result of the sole active negligence or sole willful misconduct of the Indemnified Party. If it is finally adjudicated that liability is caused by the comparative negligence or willful misconduct of the Indemnified Party, Licensee’s indemnification obligation shall be reduced in proportion to the established comparative liability of the Indemnified Party.

b. The duty to defend is a separate and distinct obligation from Licensee’s duty to indemnify. Licensee shall be obligated to defend, in all legal, equitable, administrative, or special proceedings, with counsel approved by the Indemnified Party immediately upon tender to Licensee of the claim in any form or at any stage of an action or proceeding, whether or not liability is

established. An allegation or determination of negligence or willful misconduct by the Indemnified Party shall not relieve Licensee from its separate and distinct obligation to defend the Indemnified Party. The obligation to defend extends through final judgment, including exhaustion of any appeals. The defense obligation includes the obligation to provide independent defense counsel if Licensee asserts that liability is caused in whole or in part by the negligence or willful misconduct of the Indemnified Party. If it is finally adjudicated that liability was caused by the sole active negligence or sole willful misconduct of the Indemnified Party, Licensee may submit a claim to PACC for reimbursement of reasonable attorneys' fees and defense costs.

c. This Section shall survive completion or termination of this Agreement. The provisions of this Section shall not be restricted by and do not affect the provisions of this Agreement relating to insurance.

33. Insurance

a. Licensee shall obtain and maintain in full force and effect during the use and occupation of Theater under this Agreement the insurance coverage's as specified in Exhibit C, attached hereto and incorporated in full herein by this reference, issued by a company satisfactory to Executive Director, unless Executive Director, waives, in writing, the requirement that Licensee obtain and maintain such insurance coverage's.

b. Licensee shall, prior to the use and occupation of Theater, file with Executive Director evidence of insurance coverage as specified in Exhibit D. Evidence of insurance coverage shall be forwarded to Executive Director, addressed as specified in Exhibit D.

c. Maintenance of proper insurance coverage's by Licensee is a material element of this Agreement. Licensee's failure to maintain or renew insurance coverage's or to provide evidence of renewal may be considered as a material breach of this Agreement.

34. Maintenance and Repair

Licensee agrees to maintain Theater and other portions of the premises of PACC to which Licensee, its employees, agents, licensees or any member of the public has access to by reason of this Agreement in good condition, reasonable wear and tear, damage by the elements, act of God, or casualties beyond the control of Licensee only excepted. Licensee agrees to return Theater in the same condition as before use of the same was permitted, ordinary wear and tear, damage by the elements, acts of God, or casualties beyond the control of Licensee excepted.

35. Default

a. Should Licensee default in the performance of any of the terms and conditions of this Agreement, PACC, at its option, may terminate the Agreement. Licensee shall be liable for the full amount of the fee provided for herein less fees received from others for use of Theater at the time, or times, specified in this Agreement.

b. Any deposit made by Licensee to PACC shall be retained by PACC.

36. Cancellation by PACC

a. In addition to the right to terminate this Agreement upon Licensee's default, PACC shall have the right:

(1) To terminate this Agreement at any time when Theater is required by public necessity or emergency use.

(2) To terminate this Agreement at any time, without liability to PACC, upon ten days written notice when Licensee proposes a special service event for which no fee is to be charged.

(3) To terminate this Agreement at any time without liability to PACC, upon 21 days written notice, in all other instances.

b. Upon termination by PACC, any deposit made by Licensee shall be refunded.

c. Licensee hereby waives any claim Licensee may have against PACC stemming from any cancellation of this Agreement by PACC prior to the date of the event.

37. Cancellation by Licensee

No cancellation by Licensee shall be accepted by Executive Director if less than 21 days prior to the date of the event. Failure to cancel prior to this time will subject Licensee to payment of all fees.

38. Attorneys' Fees

Licensee and PACC agree that the prevailing party's reasonable costs, attorneys' fees and expenses, including investigation fees and expert witness fees, shall be paid by the non-prevailing party in any dispute involving the terms and conditions of this Agreement.

39. Entire Agreement

Licensee and PACC agree that this Agreement constitutes the entire agreement of the parties regarding the subject matter described herein and supersedes all prior communications, agreements, and promises, either oral or written.

Signatures on next page

OXNARD PERFORMING ARTS
CENTER CORPORATION

LICENSEE
Oxnard School District

Oxnard Performing Arts Center Manager

Lisa A. Franz
Director, Purchasing

NOTE: This License Agreement is a standard agreement previously approved as to form by the City Attorney and the General Counsel.

BOARD AGENDA ITEM

Name of Contributor: Dr. Cesar Morales

Date of Meeting: 08/02/17

STUDY SESSION _____
CLOSED SESSION _____
SECTION A-1: PRELIMINARY _____
SECTION A-II: REPORTS _____
SECTION B: HEARINGS _____
SECTION C: CONSENT AGENDA _____

Agreement Category:

_____ Academic
_____ Enrichment
_____ Special Education
 Support Services
_____ Personnel
_____ Legal
_____ Facilities

SECTION D: ACTION _____

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

Approval of Agreement #17-84 – Oxnard Performing Arts & Convention Center (Morales)

This agreement is for the 2017 SIP Day Orientation that will be held at the PAC on Monday, August 14, 2017.

FISCAL IMPACT:

Not to Exceed \$1,500.00 – Unrestricted General Fund

RECOMMENDATION:

It is the recommendation of the Superintendent that the Board of Trustees approve Agreement #17-84 with the Oxnard Performing Arts & Convention Center.

ADDITIONAL MATERIALS:

Attached: Agreement #17-84, Oxnard Performing Arts & Convention Center (10 Pages)

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WHEREAS, PACC hereby desires to make the Oxnard Performing Arts and Convention Center Theater available to Licensee for a license fee.

NOW, THEREFORE, PACC and Licensee agree as follows:

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b. PACC agrees to provide Licensee with standard furnishings and equipment including heating, air conditioning, general lighting, use of the stage, dressing rooms and orchestra pit.

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d. PACC agrees to provide Licensee with the following special equipment/supplies and personnel:

(1) Equipment/Supplies	
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2. Coordination of Use

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3. License Period

PACC agrees that Licensee may use the entire complex on the following dates, during the hours specified below:

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Program: **Monday, August 14, 2017 7:00 a.m.**

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Licensee agrees to pay PACC a non-refundable reservation fee in the amount of **\$0.00** to Executive Director. The PACC shall credit the reservation fee toward payment of other fees and charges owed by Licensee.

5. License Fee

a. Licensee agrees to pay PACC the following fees for the use of Theater and the use of any special equipment/supplies and personnel:

(1) License Fee	<u>No fee per agreement</u>
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TOTAL	<u>\$1,429.00</u>

b. Licensee agrees to pay any addendum charges for additional services or equipment related to Licensee’s use of the Theater. An estimate of any addendum charges is attached hereto as Exhibit A and incorporated herein by this reference. The actual addendum charges will be determined after the PACC has actually provided the services or equipment.

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The event to be presented by Licensee shall consist of **“Welcome Back Meeting”**. Licensee's use of Theater shall be limited to the event as described herein.

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a. PACC agrees that Licensee may charge admission during the proposed use of Theater by Licensee.

b. (1) Licensee agrees to include in the price of admission to Theater a Facility Restoration Fee of \$1.00 per ticket for tickets priced \$10.00 to \$19.99, \$2.00 per ticket for tickets priced \$20.00 to \$39.99, and \$3.00 per ticket priced \$40.00 and more. The Facility Restoration Fee is for the exclusive benefit of the PACC Facility Restoration Fund.

(2) All advertising for Licensee's event at Theater shall include the following statement: "A Facility Restoration Fee shall be added to each ticket."

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b. If any such property is not removed by the above stated time, Licensee authorizes Executive Director to sell the property in any manner Executive Director deems appropriate and to hold the proceeds from the sale for Licensee, less any costs incurred by PACC.

c. Executive Director may, in his or her sole discretion, store, or cause to be

stored, any such property not removed by the above stated time. Licensee agrees to pay PACC all costs associated with such storage.

12. PACC Not Liable For Licensee's Property

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b. No PACC officer, employee or agent shall be liable for any loss, theft or defalcation of such funds unless PACC willfully causes or permits the same or unless the loss, theft or defalcation was caused by the gross negligence of an officer, employee or agent of PACC.

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20. Conduct of Persons

a. Licensee agrees to comply with all ordinances, statutes, rules and regulations applicable to the conduct or operation of the activities of Licensee herein permitted. Licensee shall provide adequate security protection to maintain order in and about Theater.

b. Licensee shall be solely responsible for the orderly conduct of all persons using Theater by invitation, either expressed or implied, during all times covered by this Agreement.

c. Licensee shall not permit intoxicated persons or alcoholic beverages at Theater by invitation, either expressed or implied, during all times covered by this Agreement.

d. PACC reserves the right to eject or cause to be ejected from Theater any person making loud, personal, impertinent, profane or slanderous remarks so as to disrupt an event at Theater.

21. Control of Theater

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b. PACC and all duly authorized representatives of PACC shall have the right to enter Theater and all parts thereof at all times.

22. Lost Articles

PACC or its representatives shall have the sole right to collect and have the custody of articles left in Theater by persons attending any event. Licensee or any person in Licensee's employ shall not collect nor interfere with the collection or custody of such articles.

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Licensee may not use flammable materials such as bunting, tissue paper, crepe paper, for decorations. All materials used for decorative purposes must be treated with flame proofing and approved by the Fire Marshall.

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Licensee shall not conduct any event in Theater and Complex that is illegal or obscene.

25. Concession Sales by PACC

PACC reserves the sole right:

a. To contract for the sale of programs, librettos, periodicals, books, magazines, newspapers, soft drinks, flowers, tobacco, candies, food, novelties or any related merchandise commonly sold or dispensed in Theater and Complex; opera glasses, cushions, and other articles; and photographs.

b. To operate the parking lots, and check rooms; provided, however, that Executive Director may, in writing, authorize Licensee to do any of the aforesaid upon such terms as Executive Director deems proper under the circumstances, subject to the provisions of any existing contracts.

26. Sales by Licensee

a. Licensee may sell from the Theater only those items approved in writing by Executive Director. Licensee shall provide Executive Director with an accounting of such sales and shall pay PACC fifteen percent (15%) of the gross amount of sales, exclusive of sales tax.

b. Licensee shall not serve food or beverages for the event except by agreement with caterers approved by Executive Director.

27. Use of PACC Box Office

Licensee agrees that PACC shall be responsible for ordering and selling tickets sold at the PACC box office at fees so designated on the Box Office Agreement attached hereto as Exhibit B. If a computerized ticket system is used, Licensee agrees to use PACC's designated ticket agency.

28. Complimentary Tickets

a. Licensee agrees not to issue more than fifty (50) complimentary tickets to the Licensee's event without the written consent of Executive Director.

29. Copyright

Licensee agrees to assume all costs and obligations arising from the use of patented and/or copyrighted materials, equipment, devices, processes or dramatic rights furnished or used or incorporated in the event. Licensee agrees to obtain and pay for all appropriate BMI, ASCAP, and SESAC licenses for the event.

30. Assignment

Licensee shall not assign this Agreement in whole or in part, nor may any right hereunder granted to Licensee be granted in turn to any other person without the written consent of Executive Director.

31. Occupancy Interruption

a. In case Theater or any part thereof shall be destroyed or damaged by fire or any other cause, or if any other casualty or unforeseen occurrence, including strikes, labor disputes, war, or acts of military authorities, shall render the fulfillment of this Agreement difficult or impossible of performance, this Agreement shall be immediately terminated.

b. PACC shall not in any such case be held liable or responsible to Licensee for any damage caused by termination of this Agreement. PACC shall be relieved from any further liability by reason of this Agreement, and no claims or compensation or damage shall be made against the PACC by Licensee. Any fee for the unused portion of the Agreement shall under such circumstances be refunded to Licensee.

32. Indemnity

a. To the fullest extent permitted by law, Licensee shall (1) immediately defend; (2) indemnify; and (3) hold harmless PACC, the City of Oxnard, its City Council, each member thereof, and its directors, officers, and employees (the “**Indemnified Party**”) from and against all liabilities regardless of nature, type, or cause, arising out of or resulting from or in connection with Licensee’s performance of this Agreement or Licensee’s failure to comply with any of its obligations contained in this Agreement. Liabilities subject to the duties to defend and indemnify include, without limitation, all claims, losses, damages, penalties, fines, and judgments; associated investigation and administrative expenses; defense costs, including but not limited to reasonable attorneys’ fees; court costs; and costs of alternative dispute resolution. Licensee’s obligation to indemnify applies unless it is adjudicated that any of the liabilities covered by this Section are the result of the sole active negligence or sole willful misconduct of the Indemnified Party. If it is finally adjudicated that liability is caused by the comparative negligence or willful misconduct of the Indemnified Party, Licensee’s indemnification obligation shall be reduced in proportion to the established comparative liability of the Indemnified Party.

b. The duty to defend is a separate and distinct obligation from Licensee’s duty to indemnify. Licensee shall be obligated to defend, in all legal, equitable, administrative, or special proceedings, with counsel approved by the Indemnified Party immediately upon tender to Licensee of the claim in any form or at any stage of an action or proceeding, whether or not liability is

established. An allegation or determination of negligence or willful misconduct by the Indemnified Party shall not relieve Licensee from its separate and distinct obligation to defend the Indemnified Party. The obligation to defend extends through final judgment, including exhaustion of any appeals. The defense obligation includes the obligation to provide independent defense counsel if Licensee asserts that liability is caused in whole or in part by the negligence or willful misconduct of the Indemnified Party. If it is finally adjudicated that liability was caused by the sole active negligence or sole willful misconduct of the Indemnified Party, Licensee may submit a claim to PACC for reimbursement of reasonable attorneys' fees and defense costs.

c. This Section shall survive completion or termination of this Agreement. The provisions of this Section shall not be restricted by and do not affect the provisions of this Agreement relating to insurance.

33. Insurance

a. Licensee shall obtain and maintain in full force and effect during the use and occupation of Theater under this Agreement the insurance coverage's as specified in Exhibit C, attached hereto and incorporated in full herein by this reference, issued by a company satisfactory to Executive Director, unless Executive Director, waives, in writing, the requirement that Licensee obtain and maintain such insurance coverage's.

b. Licensee shall, prior to the use and occupation of Theater, file with Executive Director evidence of insurance coverage as specified in Exhibit D. Evidence of insurance coverage shall be forwarded to Executive Director, addressed as specified in Exhibit D.

c. Maintenance of proper insurance coverage's by Licensee is a material element of this Agreement. Licensee's failure to maintain or renew insurance coverage's or to provide evidence of renewal may be considered as a material breach of this Agreement.

34. Maintenance and Repair

Licensee agrees to maintain Theater and other portions of the premises of PACC to which Licensee, its employees, agents, licensees or any member of the public has access to by reason of this Agreement in good condition, reasonable wear and tear, damage by the elements, act of God, or casualties beyond the control of Licensee only excepted. Licensee agrees to return Theater in the same condition as before use of the same was permitted, ordinary wear and tear, damage by the elements, acts of God, or casualties beyond the control of Licensee excepted.

35. Default

a. Should Licensee default in the performance of any of the terms and conditions of this Agreement, PACC, at its option, may terminate the Agreement. Licensee shall be liable for the full amount of the fee provided for herein less fees received from others for use of Theater at the time, or times, specified in this Agreement.

b. Any deposit made by Licensee to PACC shall be retained by PACC.

36. Cancellation by PACC

a. In addition to the right to terminate this Agreement upon Licensee's default, PACC shall have the right:

(1) To terminate this Agreement at any time when Theater is required by public necessity or emergency use.

(2) To terminate this Agreement at any time, without liability to PACC, upon ten days written notice when Licensee proposes a special service event for which no fee is to be charged.

(3) To terminate this Agreement at any time without liability to PACC, upon 21 days written notice, in all other instances.

b. Upon termination by PACC, any deposit made by Licensee shall be refunded.

c. Licensee hereby waives any claim Licensee may have against PACC stemming from any cancellation of this Agreement by PACC prior to the date of the event.

37. Cancellation by Licensee

No cancellation by Licensee shall be accepted by Executive Director if less than 21 days prior to the date of the event. Failure to cancel prior to this time will subject Licensee to payment of all fees.

38. Attorneys' Fees

Licensee and PACC agree that the prevailing party's reasonable costs, attorneys' fees and expenses, including investigation fees and expert witness fees, shall be paid by the non-prevailing party in any dispute involving the terms and conditions of this Agreement.

39. Entire Agreement

Licensee and PACC agree that this Agreement constitutes the entire agreement of the parties regarding the subject matter described herein and supersedes all prior communications, agreements, and promises, either oral or written.

Signatures on next page

OXNARD PERFORMING ARTS
CENTER CORPORATION

LICENSEE
Oxnard School District

Oxnard Performing Arts Center Manager

Lisa A. Franz
Director, Purchasing

NOTE: This License Agreement is a standard agreement previously approved as to form by the City Attorney and the General Counsel.

OSD BOARD AGENDA ITEM

Name of Contributor: Robin Freeman

Date of Meeting: 8/2/17

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

Ratification of Agreement #17-50, Renaissance Learning (Freeman/Curtis)

Professional Development provided by Renaissance Learning during the 2017-18 school year will follow a two-round coaching cycle with the content following focuses and corresponding learning outcomes - Round 1: Implementation Fidelity, Initial Data Review, and Student Goal-Setting, and Round 2: Intensive Data Review and Instructional Planning. Renaissance Learning will also offer individual on-site support to ensure teachers are implementing Star 360 and AR 360 with fidelity.

FISCAL IMPACT:

Not to exceed \$62,000.00 – Unrestricted General Fund

RECOMMENDATION:

It is the recommendation of the Director, Curriculum, Instruction & Accountability, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Agreement #17-50 with Renaissance Learning.

ADDITIONAL MATERIAL(S):

Attached: Agreement #17-50, Renaissance Learning (9 Pages)

SALES AND SERVICE AGREEMENT AND LICENSE GRANT
BETWEEN RENAISSANCE LEARNING, INC. ("Renaissance")
AND OXNARD SCHOOL DISTRICT ("Customer")

1. RECITALS AND DEFINITIONS

WHEREAS the parties mutually desire to enter into an agreement as of the last date of signature below and effective July 1, 2017 to set forth the terms upon which Renaissance will be a supplier to Customer.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth below, it is hereby agreed between the parties as follows:

Definitions as used in this Agreement:

- a. "Software" means the software provided by Renaissance pursuant to this Agreement, including any third-party software imbedded in the Software, together with all subsequent Renaissance-authorized updates, replacements, modifications or enhancements.
- b. "Services" means all onsite and remote services including without limitation: consulting, application hosting, installation, implementation assistance, training, data integration or transfer, and web-based learning, provided by Renaissance pursuant to this Agreement.
- c. "Materials" means the Software, hardware, books, videos, and other tangible products provided by Renaissance pursuant to this Agreement.
- d. "Documentation" means the user guides, reference manuals, and installation information provided by Renaissance to Customer related to the Materials and Services.
- e. "Effective Date" means July 1, 2017.
- f. "Quotation" shall mean the Renaissance quote #1762612 dated June 23, 2017 attached hereto as Exhibit B in the amount of \$62,000.00

2. LICENSE GRANT AND SERVICES

All Software and Services provided to Customer under this Agreement is subject to the additional terms and conditions set forth in Exhibit C.

3. FEES

- a. Renaissance will deliver the Materials and Services in accordance with the schedule set forth on the Quotation and Customer shall pay Renaissance according to the payment terms set forth on Exhibit A.
- b. The Quotation price is firm, fixed and inclusive of all costs unless specifically provided for in this Agreement and Exhibits thereto, or otherwise agreed in writing signed by an authorized representative of each Party.
- c. All prices and fees are in U.S. dollars unless otherwise specified.
- d. Customer is responsible for all sales, use, value-added, excise, property, withholding, and other taxes and duties (if any) assessed by any authority in connection with this Agreement.
- e. Invoices not paid within the terms set out in Exhibit A are subject to interest charges accruing from the invoice date at an annual rate equal to 1% per month, or if less, the maximum amount allowed by law.

4. SUPPORT

The Customer's educators, administrative users and technical support personnel will have unlimited access to phone and online chat support for the Software; Monday through Friday during Renaissance's normal business hours, excluding holidays observed by Renaissance.

Use of computer technology, public utilities and the internet are inherently subject to uncertainties and Renaissance does not represent that use of the Software will be uninterrupted, error-free, virus free, without slow response time, or completely secure.

Support does not include issues relating to use of the Internet or software and hardware not provided by Renaissance. Maintenance and support of any Renaissance-provided equipment is subject to the limited warranty terms included in the equipment documentation. Customer agrees to provide Renaissance with all information reasonably requested by Renaissance for use in replicating, diagnosing and correcting any Software errors or problems reported by Customer.

Customer is responsible for the Software access rights of its employees, students, parents and anyone else for whom Customer sets up a user account in the Software (collectively "Users") and assumes all risks associated with Customer's password policies, administration of User rights, and for the use or misuse of the system by the Users.

5. PROPRIETARY INFORMATION

- a. The parties agree to maintain the confidentiality of business, operational and other information provided to one another hereunder, provided such information is marked or otherwise identified as confidential or proprietary or is of a nature that the receiving Party knows or should know is confidential or proprietary (referred to herein as

"Proprietary Information"), and will only use it in carrying out its rights and obligations under this Agreement.

b. Both parties agree to restrict access to the Proprietary Information of the other only to employees and contractors who require access in the course of their assigned duties and responsibilities in connection with this Agreement.

c. The confidentiality obligations of the parties regarding the Proprietary Information of the other shall not apply to any material or information that (i) is or becomes a part of the public domain through no act or omission by the receiving Party, (ii) is independently developed by employees of the receiving Party without use or reference to the Proprietary Information of the other Party, (iii) is disclosed to the receiving Party by a third-party that, to the receiving Party's knowledge, was not bound by a confidentiality obligation to the other Party, (iv) is demanded by a lawful order from any court or any body empowered to issue such an order, or (v), is required by operation of law.

6. PRIVACY

a. Each Party is responsible for its compliance with the applicable privacy laws, including the Children's Online Privacy Protection Act and the Family Educational Rights and Privacy Act (collectively, the "Privacy Laws"). In the event of conflict or uncertainty interpreting the Privacy Laws, a Party will resolve the uncertainty or conflict in favor of prohibiting the disclosure of personally identifiable information.

b. All personally identifiable information and customer-identified information (collectively "Customer Information") shall remain the property of the Customer.

c. Non-identifiable and de-identified information is the property of Renaissance and may be used for research, product development, improving the Software, and other legitimate purposes.

d. Customer will keep confidential the technical information relating to the setup and security of the Software including but not limited to Renaissance server IP addresses, passwords, virtual private network setup, and encryption keys.

7. TERM AND TERMINATION

a. The term of this Agreement will commence on the Effective Date and will continue until terminated by mutual agreement of the parties, or in accordance with the other terms and conditions of this Section 7.

b. This Agreement shall automatically terminate in the event: (a) a Party makes a general assignment for the benefit of creditors; (b) a Party admits in writing its inability to pay debts as they mature; (c) a trustee, custodian or receiver is appointed by any court with respect to a Party or any substantial part of such Party's assets; or (d) an action is taken by or against a Party under any bankruptcy or insolvency laws or laws relating to the relief of debtors, including the United States Bankruptcy Code, which is not stayed or dismissed within 30 after commencement thereof.

c. Renaissance may terminate this Agreement, and/or any licenses granted herein immediately without right to cure or right to proration under Section 7.f, if Customer uses, transfers or discloses any of the Software or other Proprietary Information, or any copy or modification thereof, in violation of this Agreement.

d. Either Party may cancel this Agreement upon 30-day's written notice if the other Party has breached any material provision of this Agreement, including failure to make payments when due and such breach is not fully cured within such 30-day period.

e. This Agreement will automatically terminate at the end of the subscription period set forth in the Quotation (the "Subscription Period").

f. Upon termination Customer shall immediately pay to Renaissance all undisputed amounts due for Materials and Services provided under this Agreement, and Renaissance shall reimburse Customer the pro-rata portion of any annual subscription fees or any other fees paid in advance for any unexpired subscription period or any other unexpired period. Termination of this Agreement shall not limit the remedies otherwise available to either Party, including injunctive relief.

8. LIMITATIONS OF LIABILITY AND DAMAGES

RENAISSANCE WILL NOT BE LIABLE FOR NOR SHALL CUSTOMER MAKE ANY CLAIM FOR (WHETHER BASED ON CONTRACT, TORT, STRICT OR STATUTORY LIABILITY, NEGLIGENCE OR OTHERWISE), ANY SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE, DIRECT, INDIRECT OR CONSEQUENTIAL DAMAGES (EVEN IF RENAISSANCE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), INCLUDING, BUT NOT LIMITED TO, LOST PROFITS OR SAVINGS, LOSS OF USE OF SERVICES, COST OF CAPITAL, COST OF SUBSTITUTE SERVICES OR FACILITIES, DOWNTIME COSTS OR DAMAGES AND EXPENSES ARISING OUT OF THIRD-PARTY CLAIMS.

9. MISCELLANEOUS

a. Customer shall comply with all then current export and import laws and regulations of the United States and such other governments as are applicable to the Software. In particular, but without limitation, the Software may not be exported (i) into (or to a national or resident of) any U.S. embargoed country (ii) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce's Table of

Denial Orders. By using the Software you represent and warrant that you are not located in, under control of, or a national or resident of any such country or on any such list.

b. Renaissance may use third-parties in performance of this Agreement and all references to Renaissance or its employees shall be deemed to include such third-parties.

c. A Party may not assign this Agreement or any license granted or created hereunder whether by operation of law, or in any other manner, without the prior written consent of the other Party, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, either Party may assign this Agreement either (i) to an affiliate of such Party so long as the assignor remains secondarily liable, or (ii) in its entirety as part of the sale or transfer, directly, indirectly or by operation of law of all or substantially all of the assets or business of the Party relating to the business of which the subject matter of this Agreement is a part. This agreement shall be binding on the Parties successors and assigns. There are no third party beneficiaries to this Agreement.

d. The parties are independent contractors and nothing in this Agreement shall be deemed to make either Party an agent, employee, partner or joint ventures of the other Party.

e. The waiver by either Party of a breach by the other Party of any provisions of this agreement shall not be deemed a waiver of any subsequent breach.

f. This Agreement shall be governed by the laws of the State of Wisconsin, excluding its conflict of law provisions.

g. Any notice required under this Agreement shall be given in writing and shall be deemed effective upon mailing by first class mail, properly addressed and postage prepaid, or delivery by courier service to the address specified on the face page hereof or to such other address as the parties may designate in writing.

h. If any portion of this Agreement is determined to be or becomes unenforceable or illegal, such portion shall be deemed eliminated and the remainder of this Agreement shall remain in effect in accordance with its terms as modified by such deletion.

i. The obligations of the parties under this Agreement, which by their nature would continue beyond the termination, cancellation or expiration of this Agreement, shall survive termination, cancellation, or expiration of this Agreement.

j. Except for payment defaults, neither Party shall be considered in default in performance of its obligations hereunder if performance of such obligations is prevented or delayed by force majeure or any cause beyond its reasonable control.

k. This Agreement, including the attached Exhibits, constitutes the entire agreement between the parties regarding the subject matter hereof and supersedes all proposals and prior discussions and writings between the parties with respect thereto. This agreement may only be modified in writing and only if signed by authorized representatives of both parties.

l. Each Party agrees to conduct all of its activities relating to its performance of this Agreement in compliance with all applicable laws, regulations and rules.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, including the following Agreement Schedule effective as of the date last signed below.

RENAISSANCE LEARNING, INC.
("Renaissance")

Name: *Debra C. Schenich*
Title: VP Strategic Support
Date: June 28, 2017

OXNARD SCHOOL DISTRICT
("Customer")

Name: _____
Title: Director, Purchasing
Date: _____

List of Exhibits:

Exhibit A – Payment Terms
Exhibit B – Quotation
Exhibit C - Additional
Terms and Conditions

EXHIBIT A

PAYMENT TERMS

1. Renaissance will invoice Customer upon receipt of Customer's order. Invoices are due on a net 30 days basis.
2. Applicable sales and use tax will be added to the Quotation amounts, unless a valid tax exemption certificate (if required) is provided to Renaissance.
3. Send all payments to:

Renaissance Learning, Inc.
P.O. Box 8036
Wisconsin Rapids, WI 54495-8036

EXHIBIT B

QUOTATION

Quotation follows on next page.

Oxnard School District - 274891
1051 S A St
Oxnard, CA 93030-7442
Contact: Mary Curtis - (805) 487-3918
Email: mcurtis@oxnardsd.org

Reference ID: 216897
Created: 06/23/2017

Quote Summary	School Count : 1
Product & Services Total	\$62,000.00
Shipping and Processing	\$0.00
Sales Tax	\$0.00
Grand Total	USD \$62,000.00

To place an order, please submit your organization's required purchase order with reference to quote number 1762612. An invoice will be sent upon receipt of your purchase order. Payment is due net 30 days from the invoice date. If your organization does not require a purchase order, please contact our order services team at 877-444-3172 for assistance with placing your credit card order.

Mail: PO Box 8036, Wis. Rapids, WI 54495-8036
Fax: (877)280-7642
Email: electronicorders@renaissance.com

If changes are necessary, or additional information is required, please contact your account executive (s) Lindsay Litzinger at (866)563-1090, Thank You.

Use your Prop 98 funding to lock in multi-year discounts on the programs you need.

This quote is valid for 30 days. All quotes and orders are subject to availability of merchandise. Professional development expires one year from purchase date. Alterations to this quote will not be honored without Renaissance Learning approval. Please note: Any pricing or discount indicated is subject to change with alterations to the quote. Tax has been estimated and is subject to change without notice. Unless you provide Renaissance Learning with a valid and correct tax exemption certificate applicable to your purchase of product and the product ship-to location, you are responsible for sales and other taxes associated with this order.

Renaissance Place is an advanced, web-based, software system. Renaissance Learning personnel are available to assist with each step of the detailed implementation to help you realize the multiple benefits that Renaissance Place provides. To ensure a successful implementation, please allow 30 to 90 days for the remote installation and setup.

Oxnard School District - 274891				
Products & Services	Quantity	Unit Price	Discount	Total
Assessment Professional Development- 6 hour Onsite Day	6	\$3,000.00	\$0.00	\$18,000.00
Assessment Prof Devel - 6 hour Consecutive Onsite Day	20	\$2,200.00	\$0.00	\$44,000.00
Oxnard School District Total			USD \$0.00	USD \$62,000.00

EXHIBIT C

ADDITIONAL TERMS AND CONDITIONS

1. License

- a. Notwithstanding anything to the contrary contained in the Agreement, subject to Customer's compliance with the terms and conditions of the Agreement, Renaissance grants Customer a non-exclusive, non-sublicensable, non-transferable, revocable, limited license, during the Subscription Period, to access and use the Software in accordance with this Section.
 - i. Except as set forth in this Section or approved in advance by Renaissance, in writing, the Software can only be accessed and used by Users at each of the single school sites set forth in the Quotation (each a "**Licensed Site**"). Multiple schools in one building are each a separate Licensed Site and each must purchase a separate license. "**Users**" means an employee of the Licensed Site (including administrators and teachers), a student enrolled at the Licensed Site or a parent of such student. Customer shall not make the Software available in whole or in part in any networked or time-sharing environment extending beyond the Licensed Site. Notwithstanding anything to the contrary in this Section, the following is permitted for an User subject to the terms and conditions contained in the Agreement: (i) teacher and administrator access to Renaissance-U and the management feature of the Software via the Internet is permitted from outside a Licensed Site; (ii) a student of a Licensed Site that cannot attend school due to medical or emotional conditions substantiated by a health care provider (a "**Homebound Student**") access to the student portion of the Software via Internet for more than 60 days is permitted from such Homebound Student's home using a computer owned or leased by Customer or such Homebound Student provided Renaissance has given prior written permission; (iii) student and parent access to the Home Connect feature of the Software via Internet is permitted from such student or parent's home using a computer owned or leased by Customer, such student or parent and (iv) access to the Software by Users at a public library on computers owned or leased by such public library only to the extent the Licensed Site is providing a summer reading program through such public library. Customer shall not make any portion of the Software to parents or students, which are not specifically intended for parent or student use, as the case may be, including, but not limited to, the educator and administrator portion of the Software.
 - ii. The number of unique students permitted to use the Software (excluding Renaissance-U) at any Licensed Site is limited to the student capacity set forth in the Quotation (the "**Student Capacity**"). Circumventing the Student Capacity by any means is a material breach of the Agreement and may result in immediate termination of the Agreement by Renaissance. Student Capacity is allocated when a Customer student first logs in and performs any activity or when any activity is first assigned to such student and may not be used interchangeably across students. Unused Student Capacity is non-refundable and expires at the end of the applicable Subscription Period. Additional Student Capacity may be purchased by contacting Renaissance and placing an Quotation for the desired incremental capacity amount. Customer can view allocated Student Capacity and which students are using the allocated Student Capacity under product administration in the Software.
 - iii. The Software and Hosting Services may operate using third party applications and services obtained separately by Customer ("**Third Party Services**"). Renaissance is not responsible for the operation or functionality of such Third Party Services. While Renaissance may configure its Applications and Hosting Services to operate with Third Party Services, Renaissance cannot and does not guarantee that such Third Party Services will operate correctly and Renaissance does not endorse the Third Party Services.
 - iv. Customer acknowledges and agrees that Renaissance owns all intellectual property rights in and to the Software, Hosting Services, Renaissance-U, Renaissance Data, Deliverables and any copyrighted materials, trademark, patent, or trade secret owned by Renaissance now or in the future. Renaissance ("**Renaissance IP**"). Nothing in the Agreement shall be deemed to grant, transfer or assign any right, title, interest or ownership of Renaissance IP of which is hereby expressly reserved by Renaissance.
- b. Renaissance shall provide Customer with remote access to the Software via the Internet (the "**Hosting Services**") for the Licensed Sites. Renaissance will not provide any hosting services to any application other than the Software. The Software will be housed at a Renaissance chosen facility, and will operate on servers determined by Renaissance, which may include servers owned by or leased by Renaissance.

c. Customer acknowledges that the Software are intended for academic practice and assessment only. Access rights granted to Customer shall be limited to those access rights necessary for the foregoing purposes and use the intended functionality of the Software. The Software are not intended for the storage or use of any data not related to such purpose including, without limitation, social security numbers, financial account numbers, health information, behavioral records, disciplinary records, driver's license, passport or visa number or credit card data ("**Prohibited Data**"). Customer agrees to not input any Prohibited Data into the Application. Renaissance reserves the right to restrict or prevent access to activities or suspected activities that involve security breaches, hacking, distributed denial of service attacks, or uploading a virus, Trojan horse, time bomb, unauthorized application, or any other harmful form or programming or vandalism.

2. Services

a. Renaissance shall own all right, title and interest in and to all work product developed or delivered by Renaissance in the performance of Services hereunder (the "Deliverables"); provided, however, that Customer is granted a non-transferable, non-sublicensable, non-exclusive, limited license to use the Deliverables for its internal purposes for the duration of the term of the Subscription Period. Recording or reproduction in any form is not permitted. Renaissance does not provide copies of any of the PowerPoint presentations presented during any seminar, webinar or any other presentation.

b. For those Services that require Renaissance to be present at Customer's facility or any other facility chosen by Customer, if Customer reschedules the date for provision of such Services, Customer shall pay Renaissance a one-time fee equal to \$200 to the extent Renaissance had already booked its travel arrangements and if Customer terminate such Professional Service, Customer shall pay Renaissance a one-time cancellation fee equal to \$750 to the extent Renaissance had already booked its travel arrangement.

c. Professional development sessions are designed to engage learners with hands-on experiences in the Software, customization to group needs, and individualized support. Customer assumes the responsibility for any diminished quality and/or satisfaction concerns if an appropriate learning setting is not provided by Customer, including, without limitation, keeping to group size limits provided by Renaissance and providing facilities that meet technology and learning environment requirements.

d. On a rare occasion internet or website outages occur. To the extent this occurs, provided that Renaissance is able to deliver the Services purchased by Customer and meet the agreed upon learning objectives (to the extent Customer participates in the planning meeting), Customer shall not be entitled to refund.

e. It is the responsibility of the Customer to participate in a planning call with Renaissance a minimum of 2 weeks prior to the delivery of the Services to determine the agreed upon learning outcome. Renaissance will plan the delivery of the Professional Service to meet those pre-determined learning outcomes. At times the needs expressed by the participants of the Services event do not exactly match the learning outcomes identified in the pre-planning meeting. Renaissance will use commercially reasonable efforts to address those needs as time allows, but Renaissance will first focus on fulfilling the learning outcomes agreed to during the pre-planning meeting.

OSD BOARD AGENDA ITEM

Name of Contributor: Robin Freeman

Date of Meeting: 8/2/17

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

Ratification of Agreement/MOU #17-61 – Ocean View School District (Freeman/Thomas)

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

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

FISCAL IMPACT:

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

RECOMMENDATION:

It is the recommendation of the Director of Curriculum, Instruction, and Accountability, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Agreement/MOU #17-61 with Ocean View School District.

ADDITIONAL MATERIAL(S):

Attached: Agreement/MOU #17-61, Ocean View School District (2 Pages)
Exhibit A, Reporting Timeline (1 Page)
Exhibit B, Service Provisions (1 Page)
Exhibit C, Line Item Justification Budget (1 Page)

Agreement #17-61 Memorandum of Understanding
Oxnard School District & Ocean View School District

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

Memorandum of Understanding Purpose:

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

Memorandum of Understanding Term:

This MOU will be in effect from July 1, 2017 through June 30, 2018, with optional renewal in the subsequent year(s), if parties mutually agree and funding and space is available. OVSD will notify OSD of the intent to renew this MOU for 2018-2019 no later than April 1, 2018.

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

Memorandum of Understanding Agreement and Description of Services:

The Ocean View School District agrees to:

1. Provide use of facilities, office equipment (desks, phones, copy machines, etc.) at various locations in the OVSD, including: office space at Ocean View Early Education Center – Squires Drive for Family Strengthening services, a classroom space at Mar Vista Elementary and if possible at other locations as space becomes available for PACT activities. Use of facilities is at no charge to OSD.
2. Permit OSD access to facilities prior to term of agreement in order to prepare work spaces.
3. Reimburse OSD for actual costs incurred in accordance with Exhibit C Line Item Justification – Budget for services rendered as described in Exhibit B Service Provisions. Reimbursement for contract term July 1, 2017 through June 30, 2018 shall not exceed \$79,424.00 based on the term of this agreement and in accordance with Exhibit C and the services in Exhibit B.
4. Enter and report intake and service count data to First 5 Ventura County in the software system designed by First 5.

Oxnard School District agrees to:

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

2. Invoice OVSD quarterly for actual costs incurred in accordance with Exhibit C for services rendered as described in Exhibit B. Reimbursement for contract term July 1, 2017 through June 30, 2018 shall not exceed \$79,424.00 based on the term of this agreement and in accordance with Exhibit C and the services in Exhibit B.
3. Hire and supervise staff providing PACT and Family Strengthening Services. OSD employment policies and procedures comply with federal and state regulations, including; fingerprinting, TB clearance, child abuse or neglect reporting.
4. Participate in First 5 data collection, research and evaluation studies in accordance with the schedule outlined in Exhibit A Reporting Timeline.
5. Perform outreach in OVSD neighborhoods for enrollment and participation.
6. Defend, indemnify and hold harmless OVSD including all of its board members, employees, agents, and volunteers, against any and all claims or lawsuits, judgments, debts, demands and liability against OSD board, employees, or others arising directly or indirectly out of the obligations herein described or undertaken out of operations conducted in whole or in part by OSD.
7. No later than July 1, 2017, provide OVSD with a certificate of Insurance (General Liability, Workman's Comp, Abuse/Molestation) naming the Ocean View School District as "additional insured". "Additional Insured" evidenced by Endorsement number and a copy of the Endorsement on all Liability coverage.

Accompanying Documents:

Exhibit A Reporting Timeline

Exhibit B Service Provisions

Exhibit C Line Item Justification Budget

Lisa A Franz, Director, Purchasing
Oxnard School District

Date

Dr. Craig Helmstedter, Superintendent
Ocean View School District

Date

Oxnard School District
 Ocean View PACT and Family Strengthening Services
 July 1, 2017 to June 30, 2018

Reporting Timeline

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

Reporting Period	Invoice/Report Due	Due Date
July 1, 2017 – July 31, 2017	Month 1 Invoice	August 15, 2017
August 1, 2017 – August 31, 2017	Month 2 Invoice	September 15, 2017
September 1, 2017 – September 30, 2017	Month 3 Invoice, and <i>Quarter 1 Narrative</i>	October 15, 2017
October 1, 2017 – October 31, 2017	Month 4 Invoice	November 15, 2017
November 1, 2017 – November 30, 2017	Month 5 Invoice	December 15, 2017
December 1, 2017 – December 31, 2017	Month 6 Invoice, and <i>Quarter 2 Narrative</i>	January 15, 2018
January 1, 2018 – January 31, 2018	Month 7 Invoice	February 15, 2018
February 1, 2018 – February 28, 2018	Month 8 Invoice	March 15, 2018
March 1, 2018 – March 31, 2018	Month 9 Invoice, and <i>Quarter 3 Narrative</i>	April 15, 2018
April 1, 2018 – April 30, 2018	Month 10 Invoice	May 15, 2018
May 1, 2018 – May 31, 2018	Month 11 Invoice	June 15, 2018
June 1, 2018 – June 30, 2018	Month 12 Invoice, and <i>Quarter 4 Narrative Report</i>	July 7, 2018

Submit to:

Oxnard School District
 1051 South A Street
 Oxnard, California 93030

Attn: Noemi Valdes
 Director of Early Childhood Education Programs

Service Provisions

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

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

Line Item Justification - Budget

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

List and describe cash source(s)*:

Not required per RFQ guidelines.

List and describe in-kind support*:

Not required per RFQ guidelines

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

**OXNARD SCHOOL DISTRICT
AGREEMENT #17-69**

This **AGREEMENT** is between the **OXNARD SCHOOL DISTRICT**, hereinafter called "**DISTRICT**", and **EL CENTRITO FAMILY LEARNING CENTERS**, P.O. Box 1613, Oxnard, California 93030, hereinafter referred to as "**SUBCONTRACTOR**".

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

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

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

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

WHEREAS, **DISTRICT** selected **SUBCONTRACTOR**, to render certain services and, in particular to operate as part of the First 5/Oxnard Neighborhood for Learning Program described in the First 5 Agreement, **MIS PADRES y YO**, hereinafter referred to as "**Program**" for fiscal year FY 2017-2018.

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

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

SECTION 1 - GENERAL PROVISIONS

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

- 1.4 NOTICES.** All notices required or permitted to be given pursuant to this Agreement may be personally served on the other party by the party giving such notice, or may be served by certified mail, postage prepaid, return receipt requested, to DISTRICT attention Noemi Valdes, Director of Early Childhood Education Programs, Oxnard School District at 1051 South A Street, Oxnard, California 93030, and to SUBCONTRACTOR at P.O. Box 1613, Oxnard, California 93030, Attention: Teresa Segovia.

SECTION 2 - STANDARD PROVISIONS

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

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

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

- 2.3 PERSONNEL DISCLOSURE.** SUBCONTRACTOR shall make available to DISTRICT a current list of all personnel providing services under this Agreement. Any changes to this list, including but not limited to vacancies, extended leaves of absence and new hires, shall be immediately provided to DISTRICT in writing. The list shall include: (1) all full or part-time staff positions by title, including volunteer positions whose direct services are required to provide the services described herein, (2) a brief description of the functions of each such position and the hours each position works each week or, for part-time positions, each day or month, as appropriate, (3) the professional degree, if applicable, and experience required for each position, and (4) the name of the person responsible for fulfilling the terms of this Agreement.

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

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

DISTRICT from and against any and all claims for any damage whatsoever resulting from the use, or misuse, of such equipment. The DISTRICT is not responsible for any equipment or property that is lost, stolen, damaged, or left behind by SUBCONTRACTOR.

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

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

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

2.7 INSURANCE.

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

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

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

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

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

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

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

- 2.7.4 Policies shall not be canceled, non-renewed or reduced in scope of coverage until after sixty (60) days written notice has been given to the DISTRICT.
- 2.7.5 SUBCONTRACTOR agrees to provide DISTRICT with the following insurance documents within 14 days after the execution of this Agreement:
 - 2.7.5.1 Certificates of Insurance for coverage required under this Agreement. Certificate of Insurance must be issued as follows:
 - Oxnard School District
 - Attn: Lisa Franz, Director of Purchasing
 - 1051 South A Street, Oxnard, CA 93030The District must be added as an Additional Insured as follow: *Oxnard School District its officers, agents, employees, and/or volunteers are covered as additional insured.*
 - 2.7.5.2 Additional insured endorsements; and
 - 2.7.5.3 Sixty (60) day Notice Cancellation Clause endorsements.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2.22 AUDIT REQUIREMENTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2.29 TERMINATION FOR CAUSE.

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

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

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

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

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

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

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

2.29.2.3 Withhold funds pending curing of the breach.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 3 - SERVICE PROVISIONS

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

SECTION 4 - FISCAL PROVISIONS

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

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

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

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

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

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

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

- 4.5 BUDGET JUSTIFICATION.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

4.11 REIMBURSEMENT. SUBCONTRACTOR shall not claim reimbursement from DISTRICT, or apply sums received from DISTRICT, with respect to that portion of its obligations, which have been paid by another source of revenue. SUBCONTRACTOR agrees that it shall not use funds received pursuant to this Agreement, either directly or indirectly, as a contribution or compensation for purposes of obtaining (1)

state funds under any state program, or (2) DISTRICT funds under any DISTRICT program, without prior written approval of DISTRICT.

4.12 PURCHASE OF FIXED ASSETS & INFRASTRUCTURE PROJECTS. SUBCONTRACTOR shall not purchase any fixed assets or implement an infrastructure project under the terms of this Agreement.

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

SECTION 5 – MISCELLANEOUS

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

5.2 WAIVER. The failure of a party to insist in any one or more instances upon the performance of any provision of this Agreement shall not be construed as a waiver or relinquishment of that party's right to future performance of such provision and the other party's obligation in respect to such future performance shall continue in full force and effect.

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

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

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

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

(a) If delivered by hand, upon receipt by the relevant person for whose attention it should be addressed under Paragraph 1.4, or upon receipt by any other person then upon the premises at the relevant address who reasonably appears to be authorized to receive mail or other messages on behalf of the relevant party; and

(b) If sent by telex or facsimile, upon the transmission of the communication to the relevant telex or facsimile number and the receipt by the transmitting telex or facsimile machine of any answer back code showing that the telex or facsimile message has been received properly by the telex or facsimile machine to which it was transmitted; and

- (c) If sent by certified mail, seven (7) days after the date upon the certified mail receipt provided by the relevant postal authority.

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

- 5.7 AUTHORITY TO EXECUTE.** Each individual executing this Agreement on behalf of a party hereto represents and warrants that he/she has been fully empowered to execute this Agreement and that all necessary actions to authorize the execution of this Agreement have been taken.
- 5.8 NO RIGHTS CONFERRED ON THIRD PARTIES.** Nothing in this Agreement whether express or implied is intended to confer any rights or remedies under or by reason of this Agreement on any person other than the parties to it, nor anything in this Agreement is intended to relieve or discharge the obligation or liability of any third person to any party to this Agreement, nor shall any provision give any third person any right of subrogation or action over or against any party to this Agreement.
- 5.9 SIGNATURES.** This Agreement may be executed simultaneous in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- 5.10 ENTIRE AGREEMENT.** The terms and conditions set forth in Exhibits A, B, C, and D attached hereto are incorporated herein by this reference. This Agreement contains all the terms and conditions agreed upon by DISTRICT and SUBCONTRACTOR and no other understanding, oral or otherwise, regarding this Agreement shall be deemed to bind any of the parties to this Agreement.
- 5.11 CONTINGENCY.** This contract is contingent upon ratification of a contract agreement between the First 5 Ventura County (COMMISSION) and the Oxnard School District for Fiscal Year 2017-2018, where funding is approved for the services stipulated in Section 1 General Provisions under this Agreement.

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

SUBCONTRACTOR APPROVAL

DISTRICT APPROVAL

(Signature)

(Signature)

Teresa Segovia, Executive Director
(Typed Name/Title)

Lisa Franz, Director of Purchasing
(Typed Name/Title)

(Date)

(Date)

EL CENTRITO FAMILY LEARNING CENTERS MIS PADRES y YO

Term: July 1, 2017 to June 30, 2018

REPORTING and EXPENDITURE TIMELINES

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

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

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

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

Reporting Period	Invoice/Report Due	Due Date
July 1, 2017 – July 31, 2017	Month 1 Invoice	August 15, 2017
August 1, 2017 – August 31, 2017	Month 2 Invoice	September 15, 2017
September 1, 2017 – September 30, 2017	Month 3 Invoice, and <i>Quarter 1 Narrative</i>	October 15, 2017
October 1, 2017 – October 31, 2017	Month 4 Invoice, and <i>DRDPs for each student</i>	November 15, 2017
November 1, 2017 – November 30, 2017	Month 5 Invoice	December 15, 2017
December 1, 2017 – December 31, 2017	Month 6 Invoice, and <i>Quarter 2 Narrative</i>	January 15, 2018
January 1, 2018 – January 31, 2018	Month 7 Invoice	February 15, 2018
February 1, 2018 – February 28, 2018	Month 8 Invoice	March 15, 2018
March 1, 2018 – March 31, 2018	Month 9 Invoice, and <i>Quarter 3 Narrative</i>	April 15, 2018
April 1, 2018 – April 30, 2018	Month 10 Invoice	May 15, 2018
May 1, 2018 – May 31, 2018	Month 11 Invoice, and <i>DRDP for each Student</i>	June 15, 2018
June 1, 2018 – June 30, 2018	Month 12 Invoice, and <i>Quarter 4 Narrative Report</i>	July 7, 2018

Submit to:

Oxnard School District
1051 South A Street
Oxnard, California 93030

Attn: Noemi Valdes
Director of Early Childhood Education Programs

EL CENTRITO FAMILY LEARNING CENTERS

Exhibit B

MIS PADRES y YO

August 2, 2017 to June 30, 2018

Program Description: Provide child development and nurturing in a play and learn model of support services for parents of infants and toddlers.

Program Outcome(s) - Early Learning Parent are engaging children in early learning and are reading to their children often and from an early age. Parents are provided the tools, resources and supports for healthy attachments and positive interactions with their children.

Program Component Description

Provide child development and nurturing support for parents of *infants to 3 year olds*. Play-and-learn workshops are designed to improve parents' understanding of basic child development, healthy parent/child interactions and responsiveness to babies' needs. **Mis Padres y Yo** sample topics include: Child Development Milestones, Nurturing home environments for optimal learning, Infant massage & Essential touch, Nutrition, Fostering Language Development, Communication Techniques for Positive Discipline, and Safety at Home. Various community agencies and Oxnard School District sites host the Mis Padres y Yo series in order to recruit and serve participants from a wide range of Oxnard neighborhoods. Classes are offered during weekday mornings and afternoons as well as some early evenings to accommodate schedules of working parents. Each series = 8 workshops. **Subcontracted to El Centrito Family Learning Centers.**

					Participants		Quantitative Performance Measure		Qualitative Performance Measure	
No.	Activity	Method	Milestones/ Objectives	Projected Units of Service (# of interactions per participant)	Participant Type	Core	Projected # of Participants	Projected # of Service Contacts (interactions/ service units x participants)	Outcome Performance Measure	OPM Tool
1	Early Learning For PACT	Class	12 cohorts x 8 workshops = 96 workshops	8 contacts per participant	Children 0-5 and Parents	Yes	80 Children & 80 Parents/Caregivers = 160 participants	160 unduplicated participants x 8 contacts each = 1,280 contacts	90% of participants reporting positive child/parent interaction	PACT Survey

OPERATIONAL PROVISIONS

- 2 The agency is responsible to perform outreach in the community for puposes of engaging parent participation.
- 3 The agency will link families to the Family Resource Center and other community agencies for other NfL, or other support services, as needed.
- 4 The agency will provide a list of activities for inclusion in the monthly NfL calendar no later than the 10th of the month prior to the events.
- 5 Incorporate the F5VC Commission approved Nutrition and Physical Activity Standards into program implementation practices.

Contract Agency: Oxnard School District
 Name of Agency: El Centrito Family Learning Center

Contract Period : August 2, 2017 - June 30, 2018
 Project Title: Mis Padres Y Yo Program

DESCRIPTION	MIS PADRES Y YO					NFL COMMISSION	MATCH		Total
	Wks	Rate	Hr	FTE	\$	Fund	Cash Match	In-Kind	\$
I. PERSONNEL SERVICES									
1A. DIRECT WAGES PERSONNEL									
Parent Workshop Facilitator	52	20.00	10	0.25	10,400	8,400	2,000		10,400
Parent Workshop Facilitator Assistant	48	12.00	10	0.25	5,760	5,760	-		5,760
Program Assistant	52	16.85	4	0.10	3,505	3,505	-		3,505
Program Planning & Evaluation Manager	52	26.31	1	0.03	1,368	1,368	-		1,368
Childcare workers	44	10.50	4.5	0.11	2,079	2,079	-		
Executive Director	52	38.46	2	0.05	4,000		4,000		
Associate Director	52	26.44	1	0.03	1,375		1,375		
Direct Wages Personnel					28,487	21,112	7,375	-	28,487
1B. TAXES AND BENEFITS									
Taxes 7.65%					2,179	1,754	425		2,179
Unemployment Insurance 6.2%					1,766	1,396	370		1,766
Workman's Comp					278	188	90		278
Benefits (Health)					2,295	1,905	390		2,295
Total Taxes and Benefits					6,518	5,243	1,275	-	6,518
SUBTOTAL PERSONNEL					35,005	26,355	8,650	-	35,005
II. OPERATING EXPENSES									
Program Supplies/ Curriculum Materials / Food					2,800	2,800	-		2,800
Mileage Expenses					500	300	200		500
Photocopies & Printing of workshop materials					2,000	1,635	365		2,000
Office Supplies / Postage					260	260	-		260
Liability Insurance					530	500	30		530
Telephone/ Web/ DSL/ Hosting					500	500	-		500
Leadership Professional Development					200	200	-		200
Facility Expenses					1,000		1,000		1,000
Rent (in-kind)					4,312	-		4,312	4,312
Subtotal Operating Expenses					12,102	6,195	1,595	4,312	12,102
III. INDIRECT									
Indirect 7%					2,450	2,450			2,450
TOTAL BUDGET					49,557	35,000	10,245	4,312	49,557

**EL CENTRITO FAMILY LEARNING CENTERS
MIS PADRES y YO**

Term: August 2, 2017 to June 30, 2018

PAYMENT METHOD

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

1. SUBCONTRACTOR shall be paid in arrears, upon receipt of a monthly invoice with adequate supporting documentation for actual costs incurred in accordance with Exhibit C for services rendered as described in Exhibit B.
2. Payments shall be based on the terms of the Agreement. Allowable expenditures shall be based on actual costs incurred in accordance to Exhibit C for services rendered. SUBCONTRACTOR' will be paid actual costs only, even if the costs estimated in SUBCONTRACTOR's proposal; budget; or this Agreement estimated a different amount, with adequate supporting documentation for services rendered.
3. Reimbursement for the contract term August 2, 2017 through June 30, 2018 shall not exceed **\$35,000.00** based on the term of this agreement and in accordance with Exhibit C and the services described in Exhibit B.

OSD BOARD AGENDA ITEM

Name of Contributor: Robin Freeman

Date of Meeting: 8/2/17

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

Ratification of Agreement/MOU #17-70 - El Centrito Family Learning Centers – Ramona NfL Preschool (Freeman/Thomas)

This Agreement/MOU formalizes the partnership between Oxnard School District and El Centrito Family Learning Centers and makes it possible for each agency to use their resources to benefit the children of the Oxnard School District by providing young children with Head Start services at Ramona NfL Preschool for the 2017-2018 school year.

Term of the agreement: **July 1, 2017 through June 30, 2018**

FISCAL IMPACT:

No cost to the Oxnard School District. Custodial services to be paid by First 5/Oxnard NfL Funds.

RECOMMENDATION:

It is the recommendation of the Director, Curriculum, Instruction & Accountability, and the Assistant Superintendent, Educational Services that the Board of Trustees ratify Agreement/MOU #17-70 with El Centrito Family Learning Centers.

ADDITIONAL MATERIAL(S):

Attached: Agreement/MOU #17-70, El Centrito Family Learning Centers (2 Pages)

Agreement #17-70 Memorandum of Understanding **Oxnard School District & El Centrito Family Learning Centers**

This Memorandum of Understanding (MOU) explains and confirms the agreement between Oxnard School District (OSD) and El Centrito Family Learning Centers (El Centrito). The establishment of this partnership makes it possible for each Agency to use their resources to benefit the children of Oxnard School District by providing them with State Preschool services.

Memorandum of Understanding Purpose:

It is the purpose of this MOU to establish a cooperative and mutually beneficial relationship between OSD and El Centrito and to define responsibilities of the Agencies as they relate to providing high quality child development services for **Ramona NfL Preschool** located on the campus of Ramona Elementary School and within the boundaries of Oxnard School District. The facilities of **Ramona NfL Preschool** will be used to provide full day services of the State Preschool option. Instructional calendar continues for 248 school days during FYE 2017-2018. El Centrito staff may occupy facility starting July 1, 2017.

Memorandum of Understanding Term:

This MOU will be in effect from **July 1, 2017 through June 30, 2018**, with optional renewal in the subsequent year(s), if parties mutually agree and classroom space is available for use by El Centrito. OSD will notify El Centrito of the intent to renew MOU for 2018-2019 no later than April 30, 2018.

Memorandum of Understanding Agreement and Description of Services:

The Oxnard School District will provide the following:

1. Provide the use of one classroom in the Ramona NfL Preschool facility to accommodate up to 24 children.
2. Provide the use of a shared playground at Ramona NfL Preschool. Playground is shared with Ramona Kindergarten classrooms.
3. Provide custodial services five days per week and facility maintenance services when needed while the State Preschool program is operational. Preschool will be operational Monday thru Friday from 7 a.m. – 6 p.m. Custodial services are funded by the Oxnard NfL budget.

El Centrito Family Learning Centers agrees to:

1. Implement a State Preschool full day program for up to 24 children; 248 instructional days per year, at no cost to the Oxnard School District.
2. Provide teaching staff and instructional assistants to provide intensive educational services to the children attending the State Preschool option to be offered at Ramona NfL Preschool facility.
3. Incorporate State Preschool wrap around comprehensive services to children enrolled in the State Preschool option at Ramona NfL Preschool.

4. Participate in Rising Stars: Quality Rating Improvement System coordinated by Ventura County Office of Education, and to provide Oxnard School District with a copy of the Rising Stars rating.
5. Participate in First 5 data collection, research, evaluation studies or to provide information about El Centrito's program.
6. Continue to perform outreach to the Ramona neighborhood for enrollment eligibility.
7. Provide El Centrito staff picture identification badges. All staff must wear badges while on campus. All volunteers must sign in at Ramona School office and wear visitor badges while on campus.
8. No later than August 1, 2017, provide OSD with a copy of Community Care Licensing license certificate.
9. No later than August 1, 2017, provide OSD with a list of personnel at the site (Personnel Disclosure Form).
10. No later than July 1, 2017, provide OSD with a certificate of Insurance (General Liability, Workman's Comp, Abuse/Molestation) naming the Oxnard School District as "additional insured". "Additional Insured" evidenced by Endorsement number and a copy of the Endorsement on all Liability coverage.
11. No later than July 1, 2017, provide OSD with an instructional calendar.

Lisa A. Franz, Director, Purchasing
Oxnard School District

Date

Teresa Segovia, Executive Director
El Centrito Family Learning Centers

Date

OSD BOARD AGENDA ITEM

Name of Contributor: Robin Freeman

Date of Meeting: 8/2/17

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

Ratification of Agreement/MOU #17-72 – Community Action Partnership of San Luis Obispo County Inc. – Buena Ventura Migrant & Seasonal Head Start Program at Harrington School (Freeman/Thomas)

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

Term of the Agreement/MOU: July 1, 2017 to June 30, 2018

FISCAL IMPACT:

No fiscal impact.

RECOMMENDATION:

It is the recommendation of the Director, Curriculum, Instruction & Accountability, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Agreement/MOU #17-72 with Community Action Partnership of San Luis Obispo County Inc.

ADDITIONAL MATERIALS:

Attached: Agreement/MOU #17-72, Community Action Partnership of San Luis Obispo County Inc. (1 Page)

Agreement #17-72 Memorandum of Understanding

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

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

Memorandum of Understanding Purpose:

It is the purpose of this MOU to establish a cooperative and mutually beneficial relationship between OSD and CAPSLO and to define responsibilities of the Agencies as they relate to providing high quality child development services on the campus of Harrington Elementary School. The facilities will be used to provide Migrant & Seasonal Head Start services to toddlers and preschool aged children. Instructional calendar runs Monday – Friday 5:15am – 5:00pm beginning October 16, 2017 to June 30, 2018. CAPSLO staff may occupy facility prior to first day of instruction, starting September 1, 2017.

Memorandum of Understanding Term:

This MOU will be in effect from July 1, 2017 through June 30, 2018, with optional renewal in the subsequent year(s), if parties mutually agree and classroom space is available for use by CAPSLO. OSD will notify CAPSLO of the intent to renew MOU for 2018-2019 no later than April 30, 2018.

Memorandum of Understanding Agreement and Description of Services:

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

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

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

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

Lisa A. Franz, Director, Purchasing
Oxnard School District

Date

Jim Famalette, Chief Operating Officer.
**Community Action Partnership of San Luis Obispo
County, Inc.**

Date

OSD BOARD AGENDA ITEM

Name of Contributor: Robin Freeman

Date of Meeting: 8/2/17

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

Ratification of Agreement #17-76 – California Department of Education – Child Development Division Contract #CSPP-7667 (Freeman/Thomas)

The agreement formalizes services to be provided in accordance with Funding Terms and Conditions of the California State Preschool contract #CSPP-7667. Funding allows for the operation of 7 state preschool sites. Program operates for 180 days and follows the Oxnard School District calendar.

Term of the agreement: July 1, 2017 through June 30, 2018

**Agreement needs to be ratified because District did not receive the contract documents from CDE until after the deadline for the June 21, 2017 Board meeting.*

FISCAL IMPACT:

\$1,257,719.00 funding to the Oxnard School District to operate State Preschool Program.

RECOMMENDATION:

It is the recommendation of the Director, Curriculum, Instruction & Accountability, and the Assistant Superintendent, Educational Services that the Board of Trustees ratify Agreement #17-76 with California Department of Education – Child Development Division.

ADDITIONAL MATERIAL:

Attached: Agreement #17-76, California Department of Education-Child Development Division #CSPP-7667 (1 Page)
CCC-04/2017 Contractor Certification Clauses (4 Pages)
CO-005, California Civil Rights Laws Certification (1 Page)



CALIFORNIA DEPARTMENT OF EDUCATION

1430 N Street

Sacramento, CA 95814-5901

F.Y. 17 - 18

LOCAL AGREEMENT FOR CHILD DEVELOPMENT SERVICES

DATE: July 01, 2017

CONTRACT NUMBER: CSPP-7667

PROGRAM TYPE: CALIFORNIA STATE
PRESCHOOL PROGRAM

PROJECT NUMBER: 56-7253-00-7

CONTRACTOR'S NAME: OXNARD SCHOOL DISTRICT

This Agreement is entered into between the State Agency and the Contractor named above. The Contractor agrees to comply with the terms and conditions of the CURRENT APPLICATION; the GENERAL TERMS AND CONDITIONS (GTC 04/2017)*; the STATE PRESCHOOL PROGRAM REQUIREMENTS*; and the FUNDING TERMS AND CONDITIONS (FT&C)*, which are by this reference made a part of this Agreement. Where the GTC 04/2017 conflicts with either the Program Requirements or the FT&C, the Program Requirements or the FT&C will prevail.

Funding of this Agreement is contingent upon appropriation and availability of sufficient funds. This Agreement may be terminated immediately by the State if funds are not appropriated or available in amounts sufficient to fund the State's obligations under this Agreement.

The period of performance for this Agreement is July 01, 2017 through June 30, 2018. For satisfactory performance of the required services, the Contractor shall be reimbursed in accordance with the Determination of Reimbursable Amount Section of the FT&C, at a rate not to exceed \$40.45 per child per day of full-time enrollment and a Maximum Reimbursable Amount (MRA) of \$1,257,719.00.

SERVICE REQUIREMENTS

Minimum Child Days of Enrollment (CDE) Requirement	31,093.0
Minimum Days of Operation (MDO) Requirement	180

Any provision of this Agreement found to be in violation of Federal and State statute or regulation shall be invalid, but such a finding shall not affect the remaining provisions of this Agreement.

Items shown with an Asterisk (*), are hereby incorporated by this reference and made part of this Agreement as if attached hereto. These documents can be viewed at <http://www.cde.ca.gov/fg/aa/cd/ftc2017.asp>.

STATE OF CALIFORNIA		CONTRACTOR			
BY (AUTHORIZED SIGNATURE)		BY (AUTHORIZED SIGNATURE)			
PRINTED NAME OF PERSON SIGNING VALARIE BLISS,		PRINTED NAME AND TITLE OF PERSON SIGNING Lisa Franz, Director of Purchasing			
TITLE CONTRACT MANAGER		ADDRESS 1051 South A Street, Oxnard CA 93030			
AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 1,257,719	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE General		Department of General Services use only	
PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT \$ 0	(OPTIONAL USE) 0656 23038-7253				
TOTAL AMOUNT ENCUMBERED TO DATE \$ 1,257,719	ITEM 30.10.010. 6100-196-0001	CHAPTER B/A	STATUTE 2017	FISCAL YEAR 2017-2018	
OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-6105 Rev-8590					
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.		T B A. NO.	B R. NO.		
SIGNATURE OF ACCOUNTING OFFICER		DATE			

CCC-04/2017

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

<i>Contractor/Bidder Firm Name (Printed)</i> Oxnard School District		<i>Federal ID Number</i> 95-6002318
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i> Lisa Franz, Director of Purchasing		
<i>Date Executed</i>	<i>Executed in the County of</i> Ventura	

CONTRACTOR CERTIFICATION CLAUSES

1. **STATEMENT OF COMPLIANCE:** Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)

2. **DRUG-FREE WORKPLACE REQUIREMENTS:** Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b. Establish a Drug-Free Awareness Program to inform employees about:

- 1) the dangers of drug abuse in the workplace;
- 2) the person's or organization's policy of maintaining a drug-free workplace;
- 3) any available counseling, rehabilitation and employee assistance programs; and,
- 4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

- 1) receive a copy of the company's drug-free workplace policy statement; and,
- 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the

certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lesser of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS: For contracts over \$100,000 executed or amended after January 1, 2007, the contractor certifies that contractor is in compliance with Public Contract Code section 10295.3.

8. GENDER IDENTITY: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.35.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and

Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.

CO-005

CALIFORNIA CIVIL RIGHTS LAWS CERTIFICATION

Pursuant to Public Contract Code section 2010, if a bidder or proposer executes or renews a contract in the amount of \$100,000 or more on or after January 1, 2017, the bidder or proposer hereby certifies compliance with the following:

1. **CALIFORNIA CIVIL RIGHTS LAWS:** For contracts \$100,000 or more, executed or renewed after January 1, 2017, the contractor certifies compliance with the Unruh Civil Rights Act (Section 51 of the Civil Code) and the Fair Employment and Housing Act (Section 12960 of the Government Code); and
2. **EMPLOYER DISCRIMINATORY POLICIES:** For contracts \$100,000 or more, executed or renewed after January 1, 2017, if a Contractor has an internal policy against a sovereign nation or peoples recognized by the United States government, the Contractor certifies that such policies are not used in violation of the Unruh Civil Rights Act (Section 51 of the Civil Code) or the Fair Employment and Housing Act (Section 12960 of the Government Code).

CERTIFICATION

I, the official named below, certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct. <i>Proposer/Bidder Firm Name (Printed)</i> Oxnard School District		<i>Federal ID Number</i> 95-6002318
<i>By (Authorized Signature)</i> 		
<i>Printed Name and Title of Person Signing</i> Lisa Franz, Director of Purchasing		
<i>Date Executed</i>	<i>Executed in the County and State of</i> Ventura CA	

OSD BOARD AGENDA ITEM

Name of Contributor: Robin Freeman

Date of Meeting: 8/2/17

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

Agreement Category:

- Academic
- _____ Enrichment
- _____ Special Education
- _____ Support Services
- _____ Personnel
- _____ Legal
- _____ Facilities

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

Ratification of Agreement/MOU #17-77 – Child Development Resources of Ventura County Inc. – Sierra Linda NfL Preschool 2017-2018 (Freeman/Thomas)

This Agreement/MOU confirms the partnership between Oxnard School District and Child Development Resources of Ventura County Inc. (CDR). The establishment of this partnership makes it possible for each agency to use their resources to benefit the children of Oxnard School District by providing young children with the Head Start services at Sierra Linda NfL Preschool for the 2017-2018 school year.

Term of the Agreement/MOU: July 1, 2017 to June 30, 2020

FISCAL IMPACT:

No cost to the Oxnard School District

RECOMMENDATION:

It is the recommendation of the Director, Curriculum, Instruction & Accountability, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Agreement/MOU #17-77 with Child Development Resources of Ventura County Inc.

ADDITIONAL MATERIALS:

- Attached:** Agreement/MOU #17-77, Child Development Resources of Ventura County Inc. (2 Pages)
Exhibit A Reporting Timeline (1 Page)
Personnel Disclosure Form (2 Pages)

Agreement #17-77 Memorandum of Understanding
Oxnard School District & Child Development Resources of Ventura County, Inc.

This Memorandum of Understanding (MOU) explains and confirms the agreement between Oxnard School District (OSD) and Child Development Resources of Ventura County, Inc. (CDR). The establishment of this partnership makes it possible for each Agency to use their resources to benefit the children of Oxnard School District by providing them with Head Start/State Preschool services.

Memorandum of Understanding Purpose:

It is the purpose of this MOU to establish a cooperative and mutually beneficial relationship between OSD and CDR and to define responsibilities of the Agencies as they relate to providing high quality child development services for **Sierra Linda NfL Preschool** located on the campus of Sierra Linda Elementary School and within the boundaries of Oxnard School District. The facilities of **Sierra Linda NfL Preschool** will be used to provide half day and/or full year round services of the Head Start/State Preschool option. Instructional calendar begins Monday, August 28, 2017. CDR staff may occupy facility starting July 1, 2017 prior to first day of instruction.

Memorandum of Understanding Term:

This MOU will be in effect from **July 1, 2017 through June 30, 2020**, with optional renewal in the subsequent year(s), if parties mutually agree and classroom space is available for use by CDR. OSD will notify CDR of the intent to renew MOU for 2020-2023 no later than April 30, 2020.

Memorandum of Understanding Agreement and Description of Services:

The Oxnard School District will provide the following:

1. Provide the use of two classrooms in the Sierra Linda NfL Preschool facility to accommodate up to 54 children.
2. Provide the use of a shared playground at Sierra Linda NfL Preschool.
3. Provide custodial services five days per week and facility maintenance services when needed while the Head Start/State Preschool program is operational. Preschool will be operational Monday thru Friday from 7 a.m. – 6 p.m. Custodial services are funded by the Oxnard NfL budget.

Child Development Resources of Ventura County, Inc. agrees to:

1. Implement a Head Start/State Preschool half day and/or full day program for up to 54 children; Session F (full day) for 175 days per school year, and Sessions A/C (half-day) for 128 days per year.
2. Provide teaching staff and instructional assistants to provide intensive educational services to the children attending the Head Start/State Preschool option to be offered at Sierra Linda NfL Preschool facility.
3. Incorporate Head Start wrap around comprehensive services to children enrolled in the Head Start/State Preschool option at Sierra Linda NfL Preschool.

4. Participate in Rising Stars: Quality Rating Improvement System coordinated by Ventura County Office of Education, and to provide Oxnard School District with a copy of the Rising Stars rating.
5. Participate in First 5 data collection, research and evaluation studies designed to show the effectiveness of CDR services or to provide information about CDR's program. See Exhibit A Reporting Timeline.
6. Continue to perform outreach to the Sierra Linda neighborhood for enrollment eligibility.
7. No later than July 31st of each contract year, provide OSD with a copy of Community Care Licensing license certificate.
8. No later than July 31st of each contract year, provide OSD with a list of personnel at the site. (See Personnel Disclosure form).
9. No later than July 31st of each contract year, provide OSD with a certificate of Insurance (General Liability, Workman's Comp, Abuse/Molestation) naming the Oxnard School District as "additional insured". "Additional Insured" evidenced by Endorsement number and a copy of the Endorsement on all Liability coverage.
10. No later than July 31st of each contract year, provide OSD with an instructional calendar.

Lisa A. Franz, Director, Purchasing
Oxnard School District

Date

Mr. Jack Hinojosa, Chief Executive Officer
Child Development Resources of Ventura County, Inc.

Date

CHILD DEVELOPMENT RESOURCES OF VENTURA COUNTY, INC.
SIERRA LINDA NfL PRESCHOOL

Term: July 1, 2017 to June 30, 2018

REPORTING TIMELINE

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

Reporting Period	Invoice/Report Due	Due Date
July 1, 2017 – July 31, 2017	Month 1 Invoice	August 15, 2017
August 1, 2017 – August 31, 2017	Month 2 Invoice	September 15, 2017
September 1, 2017 – September 30, 2017	Month 3 Invoice, and <i>Quarter 1 Narrative</i>	October 15, 2017
October 1, 2017 – October 31, 2017	Month 4 Invoice, and <i>DRDPs for each student</i>	November 15, 2017
November 1, 2017 – November 30, 2017	Month 5 Invoice	December 15, 2017
December 1, 2017 – December 31, 2017	Month 6 Invoice, and <i>Quarter 2 Narrative</i>	January 15, 2018
January 1, 2018 – January 31, 2018	Month 7 Invoice	February 15, 2018
February 1, 2018 – February 28, 2018	Month 8 Invoice	March 15, 2018
March 1, 2018 – March 31, 2018	Month 9 Invoice, and <i>Quarter 3 Narrative</i>	April 15, 2018
April 1, 2018 – April 30, 2018	Month 10 Invoice	May 15, 2018
May 1, 2018 – May 31, 2018	Month 11 Invoice, and <i>DRDP for each Student</i>	June 15, 2018
June 1, 2018 – June 30, 2018	Month 12 Invoice, and <i>Quarter 4 Narrative Report</i>	July 7, 2018

Submit to:

Oxnard School District
1051 South A Street
Oxnard, California 93030

Attn: Noemi Valdes
Director of Early Childhood Education Programs

PERSONNEL DISCLOSURE TEMPLATE – CHILD DEVELOPMENT RESOURCES OF VC INC.

Name of Employee	Staff Position	Full or Part Time	Brief Position Description	Degree, Credential/Permit

PERSONNEL DISCLOSURE TEMPLATE

Program Name

OSD BOARD AGENDA ITEM

Name of Contributor: Robin Freeman

Date of Meeting: 8/2/17

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

Ratification of Agreement #17-71 – Teambonding Inc. (Freeman/DeGenna)

Teambonding Inc. will facilitate team building challenges for Oxnard School District Administrators & Classified Managers at the Administrative Retreat on August 4, 2017.

FISCAL IMPACT:

\$5,200.00 – General Fund

RECOMMENDATION:

It is the recommendation of the Director, Dual Language Programs, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Agreement #17-71 with Teambonding Inc.

ADDITIONAL MATERIAL(S):

Attached: Agreement #17-71, Teambonding Inc. (3 Pages)



18 Washington Street # 200, Canton, MA 02021

Ph: 781-793-9700, Fax: 781-232-9579

www.TeamBonding.com

Tax ID #04-3355740

CONTACT NAME: Anabolena DeGenna
PURCHASER NAME: Oxnard School District
ADDRESS: 1051 South A St. Oxnard, CA 93035
TELEPHONE: (805) 385-1501; EMAIL: adegenna@oxnardsd.org

Agreement made on August 2 , 2017 between TeamBonding (the Company) and Oxnard School District (hereinafter referred to as Purchaser). The Purchaser hereby engages the Company to perform the event hereinafter, provided upon all the terms and conditions herein set forth.

EVENT DATE: Friday, August 4, 2017
PROGRAM: Sand Sculpting
TIME: 8:30 AM-10:30 AM
NUMBER OF PARTICIPANTS: 65 (Estimate)
LOCATION: 1420 Seabridge Ln. Oxnard, CA 93035

TOTAL INVESTMENT: \$5,200
INITIAL INVESTMENT: \$2,600 (Due and payable with signed agreement)
FINAL INVESTMENT: \$2,600 (*Estimate - Due and payable within 30 days of the event)
INVESTMENT SUMMARY: 65 participants at \$80 per person

* A final number of participants *is required ten business days* before the event and will be a minimum guarantee. The final invoice amount may increase depending upon the final number of participants.

NOTES:
Per person pricing is based on a minimum group size of 55 people.



18 Washington Street # 200, Canton, MA 02021

Ph: 781-793-9700, Fax: 781-232-9579

www.TeamBonding.com

Tax ID #04-3355740

Oxnard School District August 4, 2017 - Page 2

This agreement shall be deemed a valid Massachusetts contract and shall apply only after both parties have affixed signatures below.

The Company will incur the cost of purchasing and shipping all appropriate program materials, however, the *Purchaser will incur costs associated with any handling and holding fees charged by their chosen venue or event location.*

Payment of Fees: The Company requests a signed contract within 7 days from the Purchaser to reserve the date and a deposit of 50% to guarantee availability of personnel, equipment and materials required for the above-described program.

- Balance is due within 30 days of the event.
- All payments may be made by check, electronic transfer, or credit card

Purchaser Cancellation: Company fee if the event is cancelled by Purchaser:

- 60 days or more prior to the event is 25% of the program cost
- 21 to 59 days prior to the event is 50% of the program cost
(Plus expenses, including travel, paid by the Company toward the program)
- 20 or less days prior to the event is 100% of the program cost

Company Cancellation: In the unlikely event the program should be canceled by the Company, the Company will refund 100% of the contracted fee.

Postponement: If the program is postponed by the Purchaser, 50% of the cancellation fee minus expenses including travel penalties paid by the Company toward the program will be credited to the purchaser if the same program is rebooked within 3 months of the original date.

Each party agrees that, during the term of this Agreement and for a period of one year following the termination of this Agreement, it shall refrain from (1) attempting, directly or indirectly, to solicit any employee, contractor or representative of the non-soliciting party to terminate its relationship with the non-soliciting party; (2) hiring any employee, contractor or representative of the non-soliciting party; and/or (3) attempting, directly or indirectly, to solicit any customer of the non-soliciting party for the purpose of providing a service to the customer identical or substantially similar to that provided by the non-soliciting party.

THE PARTIES HAVE READ THIS AGREEMENT, UNDERSTAND IT, AND BY SIGNING BELOW AGREE TO BE BOUND BY IT. EACH PARTY REPRESENTS THAT THE INDIVIDUAL SIGNING ON ITS BEHALF HAS FULL AUTHORITY TO BIND SUCH PARTY.

Agreed and accepted by:
David Goldstein
TeamBonding

Purchaser:
Oxnard School District
Signature: *Robin d. Freeman*
Print Name:
Robin Freeman, Asst. Supt., Educational Services

Please fax this completed form to TeamBonding at 781-232-9579



Harness the power of play

18 Washington Street # 200, Canton, MA 02021

Ph: 781-793-9700, Fax: 781-232-9579

www.TeamBonding.com

Tax ID #04-3355740

INITIAL INVOICE

Invoice Number: DR-1041T

Invoice Date: July 5, 2017

CONTACT NAME: Anabolena DeGenna

PURCHASER NAME: Oxnard School District

ADDRESS: 1051 South A St. Oxnard, CA 93035

TELEPHONE: (805) 385-1501; EMAIL: adegenna@oxnardsd.org

EVENT DATE: Friday, August 4, 2017

PROGRAM: Sand Sculpting

DEPOSIT/PAYMENT: \$2,600 (Due and payable with signed agreement)

Please make checks payable to: TeamBonding

* Balances paid after the contracted due date are subject to finance charges of 1.5% per month.

Thank you for your business, it is much appreciated!

OSD BOARD AGENDA ITEM

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

Date of Meeting: **August 2, 2017**

- A. Preliminary _____
Study Session _____
Report _____
- B. Hearing: _____
- C. Consent Agenda X
 - _____ Academic
 - _____ Enrichment
 - _____ Special Education
 - _____ Support Services
 - X Personnel
 - _____ Legal
 - _____ Facilities
- D. Action Items _____
- E. Approval of Minutes _____
- F. Board Policies 1st Reading _____ 2nd Reading _____

Ratification of Participation Agreement #17-106 between Gold Coast Joint Benefits Trust, the Oxnard School District (District), and the California School Employees Association (CSEA) (Vaca/Magaña)

The Oxnard School District (District) and the California School Employees Association (CSEA) have signed a Participation Agreement (agreement) with the Gold Coast Joint Benefits Trust (GCJBT), with an effective date of May 1, 2017.

The GCJBT is a tax-exempt trust that administrates, or hires third party administrators to administrate, the health and welfare benefit programs for employees of the Oxnard School District. CSEA and the District have agreed to participate in the GCJBT programs.

The agreement includes the following subject matter: Parties, Term, Incorporation of Trust by Reference, Collective Bargaining Agreement, Amendment of Plans and Waiver of Duty to Bargain Plan Changes, Selection of Benefit Plans and Election Forms, Contribution and Reports, Distribution of Materials, Termination Provision, Waiver of Claims, and Notice.

FISCAL IMPACT:

None

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Human Resources and the Risk Manager that the Board of Trustees approve ratification of Participation Agreement #17-106, as presented.

ADDITIONAL MATERIAL:

Participation Agreement # 17-106 (seven pages)

GOLD COAST JOINT BENEFITS TRUST

PARTICIPATION AGREEMENT (For Employees In A Collective Bargaining Unit)

1. Parties

THIS PARTICIPATION AGREEMENT (“Agreement”), is entered into by and between the **GOLD COAST JOINT BENEFITS TRUST**, a tax exempt trust under Internal Revenue Code, Section 501(c)(9) (the “Trust”), the Oxnard School District, California (the “District”), and California School Employees Association, Chapter 272 (the “Union”).

2. Term

The term of this agreement shall begin May 1, 2017, and shall continue in effect until terminated pursuant to Section 9 of this agreement.

3. Incorporation of Trust by Reference

All the parties to this agreement verify that they have reviewed and agree to be bound by the terms contained in the document entitled “Agreement and Declaration of Trust Establishing the Gold Coast Joint Benefits Trust,” as amended, incorporated herein by reference.

4. Collective Bargaining Agreement

- (a) The District and the Union agree that as a condition of participation in the Trust that the negotiating parties will modify the terms of the collective agreements between the parties in order to comport with the provisions of the Trust Agreement and this Participation Agreement; and in the absence of such modification, do hereby further agree that the specific provisions of the Trust and Participation Agreements shall supersede the terms of the collective agreement if there are any conflicting provisions as they apply to participation in the Trust.
- (b) This Participation Agreement shall not be effective until the District and the Union provide the Trust a copy of their current collective bargaining agreement and the provisions of such agreement for participation in the Trust are approved by the Trust. The District and the Union shall promptly provide the Trust with copies of any changes in their collective bargaining agreement relative to participation in the Trust.

5. Amendment of Plans and Waiver of Duty to Bargain Plan Changes

- (a) During the term of the participation in the Trust pursuant to this Agreement, both the Union and District expressly waive any right to bargain under Government Code Section 3540 et seq., concerning the benefit plans, the insurers, or the claims administration for existing health and welfare benefits. This waiver does not include the contribution rate to the Trust or termination of participation in the Trust, nor does it include the bargaining of benefits not provided by the Trust.

- (b) The Trust reserves the right to amend or modify any of the benefits plans. If contributions and reserves of the Trust are not adequate in the judgment of the Directors of the Trust to provide benefits, pay administration expenses, and maintain reasonable reserves, the Directors may amend or modify any of the benefit plans provided that such action shall not be taken until after the District and the Union are provided at least sixty (60) days advance written notice of such changes and notice that additional contribution could avoid such changes.

6. Selection of Benefit Plans and Election Forms

- (a) The Trust currently offers an Indemnity Medical Plan 4, vision and dental plans and one prepaid medical plan offered by a licensed Health Maintenance Organizations (“HMO”). Employees eligible for coverage will choose from among these plans during annual open enrollments. Employees will be covered by a medical, dental or vision plan (collectively “Plans”) unless stated otherwise in this Agreement.
- (b) Benefits are provided in accordance with the Trust's Plan Description Booklet. The Plan Description Booklet explains the Trust's Indemnity Medical Plan 4, which includes medical, prescription drug, mental illness, substance abuse and chiropractic benefits, as well as its eligibility rules. Indemnity dental and vision benefits are described in separate booklets as are the benefits provided by the HMO. Copies of the medical, dental and vision booklets are available upon request.
- (c) If the collective bargaining agreement between the District and the Union provides for employees to pay a portion of the contribution, the District is responsible for enforcement of that agreement. The District shall be responsible for payment to the Trust of the full contribution for each employee receiving benefits from the Trust, regardless of any difficulties in the collection of the employee contribution.
- (d) The Union and the District will be notified in writing of applicable rates and benefit and eligibility rules changes at least 30 days prior to their effective date. Notice of such changes, as reflected in motions adopted by the Board of Directors, is deemed to have been properly given in the event representatives of the District and Union serve as Directors on the Trust's Board of Directors. If the revised contribution rate is not paid, the Trust may terminate this Agreement in accordance with Section 9.

7. Contribution and Reports

- (a) The District shall prepare and submit to the Trust monthly by such date as the Trust prescribes a current list on a Form to be supplied by the Trust, of all current employees who are covered under each of the Plans annotated to add newly enrolling employees and to delete employees who are no longer eligible.
- (b) Contributions due for each employee and part-time employee covered pursuant to each respective Plan shall be paid monthly by the District in the amount per employee specified in the Form for each employee included on the monthly list referred to in Section 7(a). The Contribution amount is determined by the Board of Directors. Contributions are due as of the first of the month and pay for coverage for that same month.

- (c) Contributions to the Trust shall be considered delinquent if not received by the 10th day of the month in which the contributions were first due, or if postmarked later than the 10th of the month in which the contributions were first due. Liquidated damages and interest shall be charged to delinquent contributions in accordance with the Trust Agreement.

8. Distribution of Materials

- (a) The District and the Union agree to cooperate and assist in the distribution to employees of enrollment forms, benefit descriptions, benefit certificates, provider directories, claim forms, and other forms or documents usually supplied in connection with the enrollment process.
- (b) The Trust will be responsible for administering COBRA continuation benefits for employees and eligible dependents. The District shall notify the Trust of termination, reduction in hours or death of any employee as required by law.

9. Termination Provision

- (a) Either the District or the Union may terminate their participation in this Trust:
 - (1) Effective as of the date of expiration of the collective bargaining agreement providing for participation in this Trust. If the expiration date of the collective bargaining agreement is not coincident with the end of the plan year (which is June 30th) written notice of intent to terminate participation in the Trust and the other party must be provided no less than 270 calendar days prior to the expiration date of the collective bargaining agreement. Final written notice of intent to terminate must be provided no less than 90 calendar days prior to the expiration date of the collective bargaining agreement; or
 - (2) Either the District or the Union may terminate their participation in this Trust upon notice to the Trust and other party prior to the end of the plan year for medical coverage (which is June 30th). Notice of intent to terminate participation in the Trust must be provided not less than 270 calendar days prior to the end of the plan year for medical coverage (which is June 30th). Final written notice of intent to terminate must be provided no less than 90 calendar days prior to the end of the plan year for medical coverage (which is June 30th).

Such notice of termination will not by itself relieve either party of any duty to bargain as provided under Government Code Section 3540 et seq.

- (b) The Trust may terminate the Agreement if either the Union or the District fails to fulfill the obligations under this agreement, or at any time the District fails or refuses to make all payments required hereunder, within twenty (20) days after service of a written notice from the Trust demanding payment. Any such notice shall be sent to the District and the Union. If the Trust terminates participation pursuant to this section 9(b) the Union or District's participation in the Plan will terminate effective as of the final day of the month for which the unpaid contribution was owed and the District will be otherwise subject to the Withdrawal Liability Policy.

- (c) Following termination of this Agreement, it is understood and agreed that the parties shall be responsible for payment of eligible claims of covered employees and/or officers incurred on or before the termination date only in accordance with the terms and specifications of the Withdrawal Policy (Attachment A), Agreement and Declaration of Trust establishing the Gold Coast Joint Benefits Trust and of each applicable Plan.
- (d) The parties acknowledge that termination of participation includes both active employees and retirees.
- (e) The parties acknowledge that after termination of participation, neither the employees and/or employee representatives nor the District shall retain any right or interest in the Fund or any of its assets and shall not be entitled to any share of the reserves maintained by the Fund upon their withdrawal from participation.

10. Waiver of Claims

The District and the Union hereby waive any claim against the Directors, agents or employees of the Trust for any loss, cost or expenses, including attorneys' fees, alleged to arise from or relate to the Directors', agents' or employees' good faith discharge of responsibilities hereunder or under the Trust Agreement.

11. Notice

Any written notice required by or pertaining to this agreement shall be sent to such party by prepaid first class mail or telegram, at the address listed below:

If to the Trust

Gold Coast Joint Benefits Trust
 c/o Delta Fund Administrators
 P.O. Box 2330
 Stockton, California 95201

If to the District

If to the Union

12. Board Ratification

This Participation Agreement shall not be effective until it has been ratified by the School Board governing the District and verification of such ratification is provided to the Trust.

Dated: _____

GOLD COAST JOINT BENEFITS TRUST

By : _____

Dated: _____

_____ SCHOOL DISTRICT

By : _____

Dated: _____

_____ ASSOCIATION

By : _____

DATE OF SCHOOL BOARD RATIFICATION:

Attachment A
WITHDRAWAL LIABILITY POLICY
FOR THE
GOLD COAST JOINT BENEFITS TRUST PARTICIPATION AGREEMENT
SCHOOL DISTRICT and
EMPLOYEES ASSOCIATIONS and NON-BARGAINING UNIT EMPLOYEES

Withdrawal Liability

1. Effective Date.

(a) If notice is provided in accordance with paragraph 9(a)(1) of the Agreement the effective date of withdrawal will be the expiration date of the collective bargaining agreement.

(b) If notice is provided in accordance with paragraph 9(a)(2) of the Agreement the effective date of withdrawal will be June 30th of the applicable calendar year.

(c) In the event the Trust has given notice in accordance with section 9(b) of this Participation Agreement on account of a contribution delinquency, a District will be deemed to have withdrawn from the Trust as of the final day of the month for which the unpaid contribution was owed and the District will be otherwise subject to this Withdrawal Liability Policy.

2. If a District or Union withdraws from the Trust after participating in the Trust for 36 months or less, the Trust will develop a separate accounting of all the District's or Union's benefit expenses incurred by the District or Union participants (including claims incurred prior to the termination date and paid after), its pro-rata share of administrative expenses, contributions paid by the District or Union, and any income received or earned attributable to the District's or Union's participation in the Trust (hereafter "District/Union Associated Revenue" and "District/Union Liabilities"). This account covers all income and expenses of the District's participating bargaining unit(s) and its non-bargaining unit.

Notwithstanding any other provision of this Agreement or the Trust Agreement, if participation in the Trust is terminated as provided in Section 9 and the District or Union participated in the Trust for 36 months or less, and District/Union Liabilities exceed District/Union Associated Revenue, the District will be required to pay additional contributions to the Trust equal to the difference (hereafter "Withdrawal Premium"). If the District or Union participated in the Trust for 36 months or less and District/Union Associated Revenue exceeds District/Union Liabilities, the Trust has no obligation to pay the difference.

3. If the District or Union withdraws after more than 36 months of participation in the Trust, the Trust consultant will calculate the per-participant value of the Incurred But Not Paid (IBNP) reserve as of the last date of the District or Union's participation in the Trust. Within approximately 14 months after the termination date, the Trust's consultant and auditor will determine the District's Withdrawal Premium (if any) by determining whether claims associated with the withdrawing District or Union and paid after the termination date exceed the District or Union's per-participant allocation of the IBNP. If the terminating District or Union's claims IBNP as of the termination date are less than the District's or Union's per-participant allocation of the IBNP reserve, the Trust has no obligation to pay the District the difference.

4. Withdrawal Premiums are due 60 days after billed.

5. A Withdrawal Premium shall be treated as a District contribution. If the Withdrawal Premium is not paid by its due date, it shall be treated as a delinquent contribution pursuant to paragraph 7(c) of the Agreement, subject to that paragraph's imposition of liquidated damages.

6. The Withdrawal Premium will be assessed against the District with respect to either a partial or complete termination of participation in the Trust. For example, if a District withdraws only management employees from the Trust, while bargaining unit employees continue to participate in the Trust, a Withdrawal Premium will be due only with respect to the employees who are withdrawn.

7. This provision for withdrawal liability will expire upon the Trust's acceptance of an annual audit that verifies that either the full amount of the Withdrawal Premium has been paid, or no Withdrawal Premium is due. Expiration will not, however, apply to any withdrawal that occurred before such audit is accepted by the Board.

Dated: _____

GOLD COAST JOINT BENEFITS TRUST

By : _____

Dated: _____

_____ SCHOOL DISTRICT

By : _____

Dated: _____

_____ EMPLOYEES ASSOCIATION

By : _____

DATE OF SCHOOL BOARD RATIFICATION:

OSD BOARD AGENDA ITEM

Name of Contributor: Robin Freeman

Date of Meeting: 8/2/17

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

**Ratification of Agreement #17-51 – Exceptional Educational Consultants Inc.
(Freeman/Sugden)**

Exceptional Educational Consultants Inc. agrees to provide consultation to teachers and specialists in the Oxnard School district including review of Individualized Education Plans (IEP), IEP meeting preparation, classroom organizational and instructional strategies, personnel development on topics requested by the district on a periodic basis, and will also provide review and feedback as schedule allows.

FISCAL IMPACT:

Not to exceed \$12,000.00 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 ratify Agreement #17-51 with Exceptional Educational Consultants Inc.

ADDITIONAL MATERIAL(S):

Attached: Agreement #17-51, Exceptional Educational Consultants Inc. (13 Pages)
Proposal (1 Page)
Certificate of Insurance (1 Page)

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:

- 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 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 [X] does not qualify as a “designated employee”.

_____ (Initials)

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

_____ (Initials)

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

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

_____ (Initials)

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

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

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

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

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

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

21. **Indemnification.**

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

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

_____ (Initials)

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

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

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

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

To Consultant: 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.:**

Signature

Signature

Lisa A. Franz, Director, Purchasing

Typed Name/Title

Typed Name/Title

Date

Date

Tax Identification Number: 95-6002318

Tax Identification Number: _____

- Not Project Related
 Project #17-51

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.

Not Project Related

Project #17-51

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: _____

By: _____

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/06/2017

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 COASTAL BROKERS INSURANCE - FOR QUESTIONS CONTACT: KNOX INSURANCE AGENCY 674 COUNTRY SQUARE DR #104 VENTURA CA 93003		CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL: ADDRESS:		FAX (A/C, No):	
INSURED EXCEPTIONAL EDUCATIONAL CONSULTANTS, INC 10677 INYO STREET VENTURA CA 93004		INSURER(S) AFFORDING COVERAGE INSURER A : HISCOX INSURANCE COMPANY INC. INSURER B : INSURER C : INSURER D : INSURER E : INSURER F : SV		NAIC #	

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

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. 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"/> PRO-JECT <input type="checkbox"/> LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMPROP ASSG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						WC STATU-TORY LIMITS OTH-ER E L EACH ACCIDENT \$ E L DISEASE - EA EMPLOYEE \$ E L DISEASE - POLICY LIMIT \$
A	PROFESSIONAL LIABILITY	X		MPL1721089.17	03/30/2017	03/30/2018	PROFESSIONAL LIABILITY : \$1,000,000 EACH CLAIM / \$1,000,000 AGGREGATE

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
BODILY INJURY/PROPERTY DAMAGE: \$50,000 AGGREGATE
DEFENSE OF LICENSING PROCEEDINGS: \$25,000 (SEPARATE LIMIT)
SUBPOENA ASSISTANCE \$10,000 AGGREGATE (SEPARATE LIMIT)
DEDUCTIBLE \$1,000

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 COASTAL BROKERS INS SVCS <i>Lou L. Johnson</i>
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OSD BOARD AGENDA ITEM

Name of Contributor: Robin Freeman

Date of Meeting: 8/2/17

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

Ratification of Agreement #17-53 – Hollar Speech & Language Therapy (Freeman/Sugden)

Hollar Speech & Language Therapy will provide Independent Education Evaluator Services for the Special Education Services Department during the 2017-2018 academic year to complete evaluations on due process claims.

FISCAL IMPACT:

Not to exceed \$30,000.00 (per attached rate sheet) - Special Education Funds

RECOMMENDATION:

It is the recommendation of the Director, Special Education Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Agreement #17-53 with Hollar Speech & Language Therapy.0c

ADDITIONAL MATERIAL(S):

Attached: Agreement #17-53, Hollar Speech & Language Therapy (13 Pages)
 Rate Sheet (1 Page)
 Certificate of Insurance (1 Page)

OXNARD SCHOOL DISTRICT

Agreement #17-53

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 Hollar Speech & Language Therapy (“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 shall not exceed Thirty Thousand Dollars (\$30,000.00) per attached rate sheet, unless additional compensation is approved in writing by the District.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

_____ (Initials)

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

_____ (Initials)

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

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

_____ (Initials)

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

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

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

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

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

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

21. **Indemnification.**

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

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

_____ (Initials)

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

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

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

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

To Consultant: Hollar Speech & Language Therapy
166 E. Foothill Blvd.
Arcadia, CA 91006
Phone: 818.269.0143
Email: speachsue@aol.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:

HOLLAR SPEECH & LANGUAGE THERAPY:

Signature

Signature

Lisa A. Franz, Director, Purchasing

Typed Name/Title

Typed Name/Title

Date

Date

Tax Identification Number: 95-6002318

Tax Identification Number: _____

- Not Project Related
- Project #17-53

EXHIBIT A
TO AGREEMENT FOR CONSULTANT SERVICES #17-53

SERVICES

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

***PER ATTACHED RATE SHEET**

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

***PER ATTACHED RATE SHEET**

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

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 #17-53

EXHIBIT B
TO AGREEMENT FOR CONSULTANT SERVICES #17-53

COMPENSATION

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

Total compensation shall not exceed Thirty Thousand Dollars (\$30,000.00), per attached proposal/rate sheet, unless additional compensation is approved in writing by the District.

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

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

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

IV. The total compensation for the Services shall not exceed \$30,000.00, per attached proposal/rate sheet, as provided in Section 4 of this Agreement.

EXHIBIT C
TO AGREEMENT FOR CONSULTANT SERVICES #17-53

INSURANCE

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

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

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

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

(3) Insurance coverage should include:

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

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

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

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

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

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

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

Not Project Related

Project #17-53

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 #17-53

EXHIBIT D
TO AGREEMENT FOR CONSULTANT SERVICES #17-53

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, **HOLLAR SPEECH & LANGUAGE THERAPY** who will provide Services under the Agreement, is is not subject to disclosure obligations.

Date: _____

By: _____

Lisa A. Franz
Director, Purchasing

HOLLAR SPEECH AND LANGUAGE SERVICES
Pediatric Speech Language Pathologists

Serving the Los Angeles Area
(818) 269-0143 Phone
speachsue@aol.com

Evaluations (note rate change for Bilingual Assessments)

Speech/Language IEE Evaluation **English** \$2800.00

Includes
Parent Interview
Standardized Assessment in All Areas of Language (vocabulary,
Semantics, syntax, receptive/expressive language pragmatics)
with Language Sample
Articulation Assessment
Review of Records
School Observation (1 hour)
IEP Meeting at School District Site for (maximum of 4 hours)****
Parent Consultation regarding Results
Written Report

**** Extended IEP or Due Process Hearing Testimony past 4 hours is
billed at \$150.00 per hour

Speech/Language IEE Evaluation **Bilingual** \$3200.00

Includes
Parent Interview
Standardized Assessment in All Areas of Language (vocabulary,
Semantics, syntax, receptive/expressive language pragmatics)
with Language Sample
Articulation Assessment
Review of Records
School Observation (1 hour)
IEP Meeting at School District Site for (maximum of 4 hours)****
Parent Consultation regarding Results
Written Report

Note: The bilingual assessment is done with an interpreter.

**** Extended IEP or Due Process Hearing Testimony past 4 hours is
billed at \$150.00 per hour

Treatment/Conferences

Treatment is 50 minutes per session \$150.00
Per session

Formal school visits, teacher consultation, \$150.00
Family conference, IEP meetings, etc. Per hour

OXNARD SCHOOL DISTRICT

Agreement #17-54

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 Auditory Processing Center of Pasadena (“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 Five Thousand Dollars (\$5,000.00) per attached proposal/rate sheet, unless additional compensation is approved in writing by the District.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

_____ (Initials)

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

_____ (Initials)

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

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

_____ (Initials)

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

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

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

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

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

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

21. **Indemnification.**

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

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

_____ (Initials)

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

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

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

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

To Consultant: Auditory Processing Center of Pasadena
22110 Clarendon St., #102
Woodland Hills, CA 91367
Phone: 626.793.8711
Email: apcpasadena@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 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:

AUDITORY PROCESSING CENTER OF PASADENA:

Signature

Signature

Lisa A. Franz, Director, Purchasing

Typed Name/Title

Typed Name/Title

Date

Date

Tax Identification Number: 95-6002318

Tax Identification Number: _____

- Not Project Related
- Project #17-54

EXHIBIT A
TO AGREEMENT FOR CONSULTANT SERVICES #17-54

SERVICES

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

***PER ATTACHED PROPOSAL/RATE SHEET**

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

***PER ATTACHED PROPOSAL/RATE SHEET**

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

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 #17-54

EXHIBIT B
TO AGREEMENT FOR CONSULTANT SERVICES #17-54

COMPENSATION

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

Total compensation shall not exceed Five Thousand Dollars (\$5,000.00), per attached proposal/rate sheet, 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 \$5,000.00, per attached proposal/rate sheet, as provided in Section 4 of this Agreement.

EXHIBIT C
TO AGREEMENT FOR CONSULTANT SERVICES #17-54

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 #17-54

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 #17-54

EXHIBIT D
TO AGREEMENT FOR CONSULTANT SERVICES #17-54

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, **AUDITORY PROCESSING CENTER OF PASADENA**, who will provide Services under the Agreement, is is not subject to disclosure obligations.

Date: _____

By: _____
Lisa A. Franz
Director, Purchasing



AUDITORY PROCESSING CENTER
(WOODLAND HILLS-PASADENA-SANTA BARBARA)

Bea Braun, Au.D., F-AAA
Educational Audiologist

2623 E. Foothill Blvd., Suite 101
Pasadena, CA 91107
(626)793-8711

22110 Clarendon St., Suite 102
Woodland Hills, CA 91367
www.auditoryprocessingctr.com

4-13-17

To Whom It May Concern,

The following are my rates for a (central) auditory processing evaluation:
\$1200.00 per evaluation – includes an audiological evaluation, central auditory processing evaluation, and report (does not include a classroom observation).

IEP Attendance – attend via phone \$120 flat fee for the first hour, \$120 per hour after the first hour

All testing is completed in my office. I do not provide transportation. The parents bring the child to my office and they remain in the office space the entire time. I do not provide translation in other languages.

TAX ID# 20-5906695

Bea Braun

Bea Braun, Au.D., F-AAA, AU-1469
Educational Audiologist



**HEALTHCARE PROVIDERS SERVICE
ORGANIZATION PURCHASING GROUP**

Certificate of Insurance



OCCURRENCE POLICY FORM

PRODUCER	BRANCH	PREFIX	POLICY NUMBER	Policy Period:
018098	970	HPG	0290023473-8	From 11/18/16 to 11/18/17 at 12:01 AM Standard Time

Named Insured

Beatrice S Braun
5275 Fernridge Ct
Camarillo, CA 93012-4122

Program Administered by:

Healthcare Providers Service Organization
159 E. County Line Road
Hatboro, PA 19040-1218
1-800-982-9491
www.hpsso.com

Medical Specialty **Code**

Audiologist 80716
Excludes Cosmetic Procedures

Insurance is provided by:

American Casualty Company of Reading, Pennsylvania
333 South Wabash Avenue Chicago, Illinois 60604

Professional Liability \$1,000,000 each claim \$3,000,000 aggregate

Your professional liability limits shown above include the following:

- Good Samaritan Liability
- Malplacement Liability
- Personal Injury Liability
- Sexual Misconduct included in the PL Limit shown above subject to \$25,000 aggregate sublimit

Coverage Extensions

License Protection	\$ 25,000 per proceeding	\$ 25,000 aggregate
Defendant Expense Benefit	\$ 1,000 per day limit	\$ 25,000 aggregate
Deposition Representation	\$ 10,000 per deposition	\$ 10,000 aggregate
Assault	\$ 25,000 per incident	\$ 25,000 aggregate
<small>Includes Workplace Violence Counseling</small>		
Medical Payments	\$ 25,000 per person	\$ 100,000 aggregate
First Aid	\$ 10,000 per incident	\$ 10,000 aggregate
Damage to Property of Others	\$ 10,000 per incident	\$ 10,000 aggregate
Information Privacy (HIPAA) Fines & Penalties	\$ 25,000 per incident	\$ 25,000 aggregate

General Liability

General Liability 1,000,000 each claim / 1,000,000 aggregate
 Fire and Water Legal Liability Included in the GL limit above subject to \$250,000 aggregate sublimit
 Personal Liability \$1,000,000 aggregate

Total: \$443.00

Premium reflects self-employed, full-time rate.

Policy Forms & Endorsements (Please see attached list for a general description of many common policy forms and endorsements.)

G-121500-D G-121501-C1 CNA82011 G-145184-A G-147292-A CNA81753 CNA81758 GSL13424 GSL15563 GSL15564
 GSL15565 GSL17101 CNA80052 CNA80051 G-123846-D04 G-141231-A CNA79575 G-121504-C

Chairman of the Board

Secretary

Keep this Certificate of Insurance in a safe place. This Certificate of Insurance and proof of payment are your proof of coverage. There is no coverage in force unless the premium is paid in full. In order to activate your coverage, please remit premium in full by the effective date of this Certificate of Insurance.

OSD BOARD AGENDA ITEM

Name of Contributor: Robin Freeman

Date of Meeting: 8/2/17

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

Ratification of Agreement #17-55 – Carlos A. Flores, Psy.D. (Freeman/Sugden)

Dr. Carlos A. Flores, Licensed Psychologist, will provide Independent Education Evaluator Services to the Special Education Services Department during the 2017-2018 academic year to complete psychoeducational evaluations on due process claims per interim agreement.

FISCAL IMPACT:

Not to exceed \$30,000.00, per the rate of \$5,000.00 per assessment - Special Education Funds

RECOMMENDATION:

It is the recommendation of the Director, Special Education Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Agreement #17-55 with Carlos A. Flores, Psy.D.

ADDITIONAL MATERIAL(S):

Attached: Agreement #17-55, Carlos A. Flores, Psy.D. (13 Pages)
 Proposal (1 Page)

OXNARD SCHOOL DISTRICT

Agreement #17-55

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 Carlos A. Flores, Psy.D. (“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 shall not exceed Thirty Thousand Dollars (\$30,000.00), per the rate of \$5,000.00 per assessment, unless additional compensation is approved in writing by the District.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

_____ (Initials)

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

_____ (Initials)

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

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

_____ (Initials)

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

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

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

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

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

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

21. **Indemnification.**

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

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

_____ (Initials)

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

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

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

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

To Consultant: Carlos A. Flores, Psy.D.
16 South Oakland Ave., Suite 202
Pasadena, CA 91101
Phone: 626.356.3626
Email: flores1@att.net

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:

CARLOS A. FLORES, PSY.D.:

Signature

Signature

Lisa A. Franz, Director, Purchasing

Typed Name/Title

Typed Name/Title

Date

Date

Tax Identification Number: 95-6002318

Tax Identification Number: _____

- Not Project Related
- Project #17-55

EXHIBIT A
TO AGREEMENT FOR CONSULTANT SERVICES #17-55

SERVICES

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

***PER ATTACHED PROPOSAL/RATE SHEET**

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

***PER ATTACHED PROPOSAL/RATE SHEET**

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

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 #17-55

EXHIBIT B
TO AGREEMENT FOR CONSULTANT SERVICES #17-55

COMPENSATION

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

Total compensation shall not exceed Thirty Thousand Dollars (\$30,000.00), per the rate of \$5,000.00 per assessment, unless additional compensation is approved in writing by the District.

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

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

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

IV. The total compensation for the Services shall not exceed \$30,000.00, per the rate of \$5,000.00 per assessment, as provided in Section 4 of this Agreement.

Not Project Related

Project #17-55

EXHIBIT C
TO AGREEMENT FOR CONSULTANT SERVICES #17-55

INSURANCE

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

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

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

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

(3) Insurance coverage should include:

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

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

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

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

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

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

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

Not Project Related

Project #17-55

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 #17-55

EXHIBIT D
TO AGREEMENT FOR CONSULTANT SERVICES #17-55

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, **CARLOS A. FLORES, PSY.D.**, who will provide Services under the Agreement, is is not subject to disclosure obligations.

Date: _____

By: _____
Lisa A. Franz
Director, Purchasing

Carlos A. Flores, Psy.D.

License No. PSY18025

16 South Oakland Avenue, Suite 202

Pasadena, California 91101

(626) 356-3626 *** Fax (626) 356-0793

floresca1@att.net

Attention: Christina Garibay

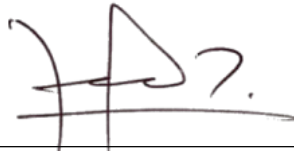
Re.: Psychological Assessments

Dear Ms. Garibay:

As per your request, my fee for psychological assessment is not to exceed \$5,000.00. The assessment process includes a complete clinical interview (parents and student), face to face testing, review of teachers and parents' rating scales, test scoring, records review, a comprehensive written psychological report, IEP attendance (telephone conference).

Should you have any questions, please contact me at (626) 356-3626.

Sincerely,



Carlos A. Flores, Psy.D.
Clinical Neuropsychology
Psychology License # PSY18025

OSD BOARD AGENDA ITEM

Name of Contributor: Robin Freeman

Date of Meeting: 8/2/17

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

**Ratification of Agreement #17-56 – Lindamood-Bell Learning Processes
(Freeman/Sugden)**

Lindamood-Bell Learning Processes will provide 1:1 sensory-cognitive instruction services during the 2017-2018 school year.

FISCAL IMPACT:

Not to exceed \$100,000.00 - Special Education Funds

RECOMMENDATION:

It is the recommendation of the Director, Special Education Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Agreement #17-56 with Lindamood-Bell Learning Processes, in the amount not to exceed \$100,000.00.

ADDITIONAL MATERIAL(S):

Attached: Agreement #17-56, Lindamood-Bell Learning Processes (6 Pages)
Rate Sheet (1 Page)
Certificate of Insurance (7 Pages)



INDIVIDUAL STUDENT INSTRUCTION CONTRACT

This Individual Student Instruction Contract ("Contract") is written June 20, 2017 (the "Effective Date"), between Oxnard School District ("School District") and Lindamood-Bell Learning Processes, a California corporation ("LBLP"). School District is contracting with LBLP to provide instructional services. The Santa Barbara Learning Center operated by LBLP in Santa Barbara, California shall provide the services identified in this Contract beginning on or after July 1, 2017 and terminating on or before June 30, 2018 ("Term").

Summary of Student Instruction

One-to-one instruction for a Contract total not to exceed \$100,000

Up to \$116 per hour (see Scope of Services)

\$40 off-site fee per hour for services provided outside of the Learning Center

1. NOTICES

All notices provided for by this Contract shall be in writing and may be delivered personally or via standard or electronic mail or via facsimile to the following addresses:

For Oxnard School District:

Amelia Sugden
1501 South A Street, Oxnard, CA 93030
Phone: 805-385-1501 x2175
Fax: 805-487-9648
asugden@oxnardsd.org

For Lindamood-Bell Learning Processes

Deedee Beauchamp, Manager of Contracted Instruction
416 Higuera Street, San Luis Obispo, CA 93401
Phone: 805-541-3836, extension 768
Fax: 775-320-7667
deedee.beauchamp@lindamoodbell.com

Payment for services shall be mailed to:

Lindamood-Bell Learning Processes
925 De La Vina Street
Santa Barbara, CA 93101
Phone: 805-564-1854
stephanie.funk@lindamoodbell.com

For questions regarding instruction, scheduling and billing:

Jordan Listo, Center Manager
Stephanie Funk, Executive Center Director
jordan.listo@lindamoodbell.com

Unless the School District requires a signed hardcopy of this Contract prior to LBLP providing services to the Student, or the School District notifies LBLP of its preference to receive communications in paper form, it is LBLP's policy to accept and retain all records in electronic form, including signed documents transmitted via fax, email or any other electronic method.

2. CONTRACT RELATIONS

The services LBLP shall provide to the School District, and the rates payable by the School District for those services are identified above in the "Summary of Student Instruction" and "Scope of Services". Changes in the administrative or financial agreements of the Contract which do not alter the agreement that outlines the Student's educational instruction, services, or placement may be made at any time during the Term, as mutually agreed in writing by LBLP and the School District.

3. INDEPENDENT STATUS

The relationship between both parties established by this Agreement is that of independent contractors, and nothing contained in this Agreement shall be construed to give either party the power to direct and control the day-to-day activities of the other. Neither party is an agent, representative or partner of the other party. Neither party shall have any right, power or authority to enter into any agreement for, or on behalf of, or incur any obligation or liability of, or to otherwise bind, the other party. This Agreement shall not be interpreted or construed to create an association, agency, joint venture or partnership between the parties or to impose any liability attributable to such relationship upon either party.

4. SCHEDULING AND PAYMENT

LBLP shall submit invoices to the School District on a monthly basis for rendered instruction no later than thirty (30) days from the end of the attendance accounting period in which said services were provided. The School District shall make payment in an amount equal to the number of hours rendered multiplied by the agreed upon rate indicated above in the "Summary of Student Instruction" within forty-five (45) days of receipt of invoice(s). The School District and/or parents or guardians may reschedule a session with reasonable notice. If the session is rescheduled, the School District will not be billed for the originally scheduled instruction hour(s).

LBLP shall reserve instruction time for the Student and reserves the right to suspend or terminate services if the Student has inconsistent attendance due to unexcused absences or multiple missed instruction hours without advance notice. LBLP will notify the School District and the Student's parents or guardians in regards to any attendance concerns. Scheduled days of instruction that are cancelled without at least 24 hours advance notice will be subject to a cancellation fee of \$40 per hour.

5. PROGRAM SUPPORT AND PROGRESS UPDATES

LBLP's instruction program includes daily instruction with clinicians, consultant support for pacing, consultant interaction with parents or guardians and authorized school staff regarding student progress, and re-evaluation that will be completed near the end of instruction to review instructional gains and evaluate support and focus.

LBLP will provide a summary of Student's progress to the Student's parents or guardians, after approximately every 1 - 2 weeks of instruction. A copy of the Student's progress will also be provided to the School District. The results of a post instruction evaluation will be provided to the School District and to the Student's parents or guardians at the end of the Student's instruction Term. The School District shall notify LBLP in writing if it chooses to waive its right to a copy of the Student's progress updates and evaluation results.

6. STUDENT RECORDS AND DATA

The parties acknowledge and agree that all individual student records that are generated by the School District are intended to be confidential in nature. LBLP and its employees shall not disclose contents of any of the individual student records generated by the School District, its employees, or students, except as required by Federal or State law or court order, or with the prior written permission of the School District.

The School District may request access to the Student's instructional records and materials. LBLP shall respond to all such written requests in a reasonable period of time [not to exceed three business days]. LBLP

shall provide copies of records in electronic form unless the School District requests printed copies. Student records include but are not limited to student work, documents, schedules, progress reports, evaluation results, attendance records, and invoices created specifically for or by the Student during the Term of this contract.

7. CONFIDENTIALITY AND RECORD RETENTION

Both parties acknowledge and agree to comply with all laws, rules and/or regulations, as applicable, pertaining to the confidentiality of information obtained, transmitted, reviewed, generated, requested, provided, maintained and/or otherwise utilized in connection with this Contract. This shall include, but not be limited to, the Individuals with Disabilities Education Act ("IDEA"), the Family Educational Rights and Privacy Act ("FERPA") and any other Federal and/or State law or regulation. Both parties shall comply with all record retention requirements applicable under Federal or State law to the records pertaining to this Contract and in no event shall records be retained for less than five (5) years from the Effective Date of this Contract.

8. USE OF MATERIALS

The School District recognizes and agrees that LBLP's program materials (collectively, the "Program Materials") consist of copyrighted works (collectively, the "Copyrights") and reflect trademarked brands (collectively, the "Marks"). Neither the School District nor its employees or agents shall (i) do anything in connection with the Program Materials, the Copyrights or the Marks that might in any way violate copyright or trademark laws applicable to the Program Materials and their use by School District pursuant to the terms and conditions of this Contract and/or (ii) copy or distribute any portion of the Program Materials without the express prior written permission of an officer of LBLP. The School District hereby acknowledges the validity of each of the Copyrights and Marks, and neither the School District nor its agents shall in any way undertake any action or effort, directly or indirectly, to challenge the ownership or validity of the Marks or the Copyrights, or any other intellectual property of LBLP, Nanci Bell, Phyllis Lindamood, and/or Pat Lindamood. Any reference to all or any portion of the Program Materials in any and all of the School District's advertising materials, websites and other related documents or materials shall be in accordance with LBLP's then-current Terms of Use, a copy of which will be provided to the School District from time to time upon request, and reflect the appropriate disclaimer in a conspicuous manner.

9. SUSPENSION AND TERMINATION

Either party may terminate this contract after the first week of instruction if it is determined that the off-site instruction is not a suitable arrangement for any or all of the parties.

LBLP reserves the right to suspend or terminate instruction, without prior notice, of any student who engages in behavior at Lindamood-Bell® facilities that is disruptive, incompatible with the learning environment or that poses a health or safety risk to other students or LBLP employees or agents. If it should become necessary to suspend a child's services, it is LBLP's aim to have the suspension be of a temporary nature. In the event of suspension or termination of services, the School District and the Student's parents or/guardians will be immediately notified in order to address the issue of concern and to work toward a resolution. Whenever possible, every effort will be made to resolve issues without suspension or termination and to allow the student to be reinstated at a mutually agreed time.

This Contract may be terminated for cause in the event of either party's failure to perform under the terms and conditions of this Contract or material breach of any of its provisions. To terminate the Contract, either party shall give seven (7) calendar days' prior written notice to the other party. Upon termination, School District shall pay, without duplication, for all services performed and expenses incurred to date of termination. Notwithstanding the foregoing, this Contract may be terminated without advance notice if both parties agree to do so in writing; *provided, however*, that the School District shall remain obligated to pay for all services performed and expenses incurred to the date of termination.

10. INDEMNIFICATION AND HOLD HARMLESS

To the maximum extent permissible by law, LBLP shall indemnify and hold the School District and its Board Members, administrators, employees, agents, attorneys, volunteers, and subcontractors harmless against all liability, loss, damage, and expense (including reasonable attorneys' fees) resulting from or arising out of this Contract or its performance of the Services, to the extent that such loss, expense, damage, or liability was proximately caused by the negligent or willful act or omission of LBLP, including, without limitation, its agents, employees, subcontractors, or anyone employed directly or indirectly by it.

To the maximum extent permissible by law, the School District shall indemnify and hold LBLP and its Board Members, administrators, employees, agents, attorneys, volunteers, and subcontractors harmless against all liability, loss, damage, and expense (including reasonable attorneys' fees) resulting from or arising out of (i) this Contract or its performance; and/or (ii) the need for LBLP to protect the Copyrights and/or the Marks, to the extent that such loss, expense, damage, or liability was proximately caused by the negligent or willful act or omission of the School District, including, without limitation, its agents, employees, subcontractors, or anyone employed directly or indirectly by it. The School District shall immediately notify LBLP of any known or expected violation or infringements of the Copyrights or the Marks, whether by an employee or agent of the School District, or by any third party. Further, the School District shall take no action with regard to any such infringements without prior written consent of LBLP.

Proof of insurance may be provided to the School District upon request.

11. CHOICE OF LAW AND VENUE

This Contract shall be deemed to have been made and executed in County of San Luis Obispo, California. The validity and interpretation of any of the terms of the Contract shall be governed by the laws of the State of California. Both parties expressly agree that venue for any dispute arising under this Contract shall be in the courts in and for the County of San Luis Obispo, California.

12. ARBITRATION

All disputes between LBLP and the School District shall be submitted to binding arbitration before a neutral arbitrator who is either a retired judge or an attorney with at least ten years experience. The parties understand that the results of the arbitration shall be binding upon the parties, and that they are waiving their rights to a jury trial. The selection of the arbitrator and location of any hearings before the arbitrator will be decided mutually between the parties within thirty (30) days of an election to arbitrate. If the parties cannot mutually agree on a proposed arbitrator, then the arbitration will be conducted in accordance with the provisions of the California Arbitration Act, Code of Civil Procedure 1280-1294.2. Any party may commence arbitration by sending a written demand for arbitration to the other parties. Such demand shall set forth the nature of the matter to be resolved by arbitration. The parties shall share equally all initial costs of arbitration. The prevailing party shall be entitled to reimbursement of attorneys' fees, costs, and expenses incurred in connection with the arbitration. Judgment may be entered upon any such decision in accordance with applicable law in any court having jurisdiction thereof. The arbitrator (if permitted under applicable law) or such court may issue a writ of execution to enforce the arbitrator's decision.

13. SEVERABILITY

If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force and effect without being impaired or invalidated in any way and shall be construed in accordance with the purposes and tenor and effect of this Agreement.

14. ENTIRE AGREEMENT

This Agreement, including any exhibits, constitutes the entire Agreement between both parties concerning this transaction, and replaces all previous communications, representations, understandings, and Agreements, whether verbal or written between the parties to this Agreement or their representatives. No representations or statements of any kind made by either party, which are not expressly stated in this Agreement, shall be binding on such parties.

15. ALL AMENDMENTS IN WRITING

No waiver, amendment or modification of any provisions of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom such waiver, amendment or modification is sought to be enforced. Furthermore, no provisions in any other business forms used by either party will supersede the terms and conditions of this Agreement.

16. NO ASSIGNMENT

It is expressly understood that this Contract shall not be assigned or transferred by either party without prior written notice of the other party.

Each individual executing this Contract on behalf of a party hereto, by his or her signature, represents that he or she maintains full authority on behalf of the applicable party to execute this Contract, and thereby bind the applicable party to all covenants, duties and obligations contained herein.

The parties have executed this Contract by and through their duly authorized representatives:

For Lindamood-Bell Learning Processes

For Oxnard School District

By: _____
Signature Date

By: _____
Signature Date

Alison Bell, Executive Vice President

Lisa A. Franz, Director, Purchasing
Printed Name of Authorized Representative

SCOPE OF SERVICES

July 1, 2017 – June 30, 2018

Six students (listed below) will receive:

120 hours of 1:1 sensory-cognitive instruction per student @\$89* per hour

** Includes an approved rate discount*

Students:

JR032504

BH061203

MB021107

EG021907

SH061607

LH073002



INSTRUCTIONAL SERVICES

for the Santa Barbara Learning Center



Learning Ability Evaluation - \$875

- Nationally normed measures of reading, comprehension, and math
- Identification of strengths and weaknesses
- Consultation to review and discuss findings
- Complimentary reevaluation at the end of the instruction period
- Early Childhood Learning Ability Evaluation available for ages 4-5



One-to-One Services - \$116.00

- **Sensory-Cognitive Instruction**
 - 1-6 hours per day, five days per week
- **Academic Preparation**
 - 1-4 hours per day, one or more days per week
 - Focus is on writing, note taking, study, and test taking skills
- **Kindergarten Boost**
 - 1-2 hours per day, two or more days a week
 - Focus is on early reading and comprehension skills
- **Application to Content**
 - 1+ hours per day one or more days a week
 - Focus is to apply sensory-cognitive skills to class work



Homework Matters - \$39.00

- Focus is on gaining independence with homework
- Small group instruction
- Flexible scheduling of 16+ hours per month
- Available during the academic year



School Year Savings

- 5-25% discount on instruction based on number of hours scheduled
- Deposit payment of 20-80 hours required in advance
- Available during the academic year



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/16/2017

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 Tolman & Wiker Insurance Services LLC #0E52073 196 S. Fir Street PO Box 1388 Ventura CA 93002-1388	CONTACT NAME: Gloria Ruiz PHONE (A/C, No. Ext): (805)585-6107 E-MAIL ADDRESS: gr Ruiz@tolmanandwiker.com		FAX (A/C, No): (805)585-6207
	INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED Lindamood-Bell Learning Processes 416 Higuera Street San Luis Obispo CA 93401-3865	INSURER A Massachusetts Bay Ins Co		22306
	INSURER B Allmerica Financial Benefit		11212
	INSURER C Hanover Ins Co		22292
	INSURER D:		
	INSURER E:		
INSURER F:			

COVERAGES

CERTIFICATE NUMBER: 16/17 GL/AU/UMB/WC

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			ZD3-A802342-01	12/15/2016	12/15/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS			AW3-A802333-01	12/15/2016	12/15/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			UH3-A802343-01	12/15/2016	12/15/2017	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
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	Y/N	N/A	WD3-A791502-01	12/15/2016	12/15/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

GL: Certificate Holder is Additional Insured as respects to operations of the Named Insured per form 42129150615. Endorsement applies only as required by current written contract on file.

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

Shawn Carson/GLORIR

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL GENERAL LIABILITY BROADENING ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SUMMARY OF COVERAGES

1.	Additional Insured by Contract, Agreement or Permit	Included
2.	Additional Insured – Primary and Non-Contributory	Included
3.	Blanket Waiver of Subrogation	Included
4.	Bodily Injury Redefined	Included
5.	Broad Form Property Damage – Borrowed Equipment, Customers Goods & Use of Elevators	Included
6.	Knowledge of Occurrence	Included
7.	Liberalization Clause	Included
8.	Medical Payments – Extended Reporting Period	Included
9.	Newly Acquired or Formed Organizations - Covered until end of policy period	Included
10.	Non-owned Watercraft	51 ft.
11.	Supplementary Payments Increased Limits	
	- Bail Bonds	\$2,500
	- Loss of Earnings	\$1000
12.	Unintentional Failure to Disclose Hazards	Included
13.	Unintentional Failure to Notify	Included

This endorsement amends coverages provided under the Commercial General Liability Coverage Part through new coverages, higher limits and broader coverage grants.

1. Additional Insured by Contract, Agreement or Permit

The following is added to **SECTION II – WHO IS AN INSURED:**

Additional Insured by Contract, Agreement or Permit

- a. Any person or organization with whom you agreed in a written contract, written agreement or permit that such person or organization to add an additional insured on your policy is an additional insured only with respect to liability for “bodily injury”, “property damage”, or “personal and advertising injury” caused, in whole or in part, by your acts or omissions, or the acts or omissions of those acting on your behalf, but only with respect to:

- (1) "Your work" for the additional insured(s) designated in the contract, agreement or permit;
- (2) Premises you own, rent, lease or occupy; or
- (3) Your maintenance, operation or use of equipment leased to you.
- b. The insurance afforded to such additional insured described above:
- (1) Only applies to the extent permitted by law; and
- (2) Will not be broader than the insurance which you are required by the contract, agreement or permit to provide for such additional insured.

- (3) Applies on a primary basis if that is required by the written contract, written agreement or permit.
 - (4) Will not be broader than coverage provided to any other insured.
 - (5) Does not apply if the "bodily injury", "property damage" or "personal and advertising injury" is otherwise excluded from coverage under this Coverage Part, including any endorsements thereto.
- c. This provision does not apply:
- (1) Unless the written contract or written agreement was executed or permit was issued prior to the "bodily injury", "property damage", or "personal injury and advertising injury".
 - (2) To any person or organization included as an insured by another endorsement issued by us and made part of this Coverage Part.
 - (3) To any lessor of equipment:
 - (a) After the equipment lease expires; or
 - (b) If the "bodily injury", "property damage", "personal and advertising injury" arises out of sole negligence of the lessor
 - (4) To any:
 - (a) Owners or other interests from. whom land has been leased which takes place after the lease for the land expires; or
 - (b) Managers or lessors of premises if:
 - (i) The occurrence takes place after you cease to be a tenant in that premises; or
 - (ii) The "bodily injury", "property damage", "personal injury" or "advertising injury" arises out of structural alterations, new construction or demolition operations performed by or on behalf of the manager or lessor.
 - (5) To "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services.
- This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" or the offense which caused the "personal and

advertising injury" involved the rendering of or failure to render any professional services by or for you.

- d. With respect to the insurance afforded to these additional insureds, the following is added to **SECTION III – LIMITS OF INSURANCE**:

The most we will pay on behalf of the additional insured for a covered claim is the lesser of the amount of insurance:

- 1. Required by the contract, agreement or permit described in Paragraph a.; or
- 2. Available under the applicable Limits of Insurance shown in the Declarations.

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

2. Additional Insured – Primary and Non-Contributory

The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Paragraph 4. **Other insurance**:

Additional Insured – Primary and Non-Contributory

If you agree in a written contract, written agreement or permit that the insurance provided to any person or organization included as an Additional Insured under **SECTION II – WHO IS AN INSURED**, is primary and non-contributory, the following applies:

If other valid and collectible insurance is available to the Additional Insured for a loss covered under Coverages **A** or **B** of this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary to other insurance that is available to the Additional Insured which covers the

Additional Insured as a Named Insured. We will not seek contribution from any other insurance available to the Additional Insured except:

- (1) For the sole negligence of the Additional Insured;
- (2) When the Additional Insured is an Additional Insured under another primary liability policy; or
- (3) when b. below applies.

If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in c. below.

b. Excess Insurance

- (1) This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:
- (a) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";
 - (b) That is Fire insurance for premises rented to the Additional Insured or temporarily occupied by the Additional Insured with permission of the owner;
 - (c) That is insurance purchased by the Additional Insured to cover the Additional Insured's liability as a tenant for "property damage" to premises rented to the Additional Insured or temporarily occupied by the Additional with permission of the owner; or
 - (d) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion **g.** of **SECTION I – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY.**
- (2) When this insurance is excess, we will have no duty under Coverages **A** or **B** to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.
- (3) When this insurance is excess over other Insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:
- (a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
 - (b) The total of all deductible and self insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each

insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first. If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers

3. Blanket Waiver of Subrogation

The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us**:

We waive any right of recovery we may have against any person or organization with whom you have a written contract that requires such waiver because of payments we make for damage under this coverage form. The damage must arise out of your activities under a written contract with that person or organization. This waiver applies only to the extent that subrogation is waived under a written contract executed prior to the "occurrence" or offense giving rise to such payments.

4. Bodily Injury Redefined

SECTION V – DEFINITIONS, Definition **3.** "bodily injury" is replaced by the following:

- 3. "Bodily injury" means bodily injury, sickness or disease sustained by a person including death resulting from any of these at any time. "Bodily injury" includes mental anguish or other mental injury resulting from "bodily injury".

5. Broad Form Property Damage – Borrowed Equipment, Customers Goods, Use of Elevators

- a. **SECTION I – COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, Paragraph **2. Exclusions** subparagraph **j.** is amended as follows:

Paragraph **(4)** does not apply to "property damage" to borrowed equipment while at a jobsite and not being used to perform operations.

Paragraphs **(3)**, **(4)** and **(6)** do not apply to "property damage" to "customers goods" while on your premises nor do they apply to the use of elevators at premises you own, rent, lease or occupy.

- b. The following is added to **SECTION V – DEFINITIONS**:

24. "Customers goods" means property of your customer on your premises for the purpose of being:

- a. worked on; or
- b. used in your manufacturing process.
- c. The insurance afforded under this provision is excess over any other valid and collectible property insurance (including deductible) available to the insured whether primary, excess, contingent

6. Knowledge of Occurrence

The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Paragraph **2. Duties in the Event of Occurrence, Offense, Claim or Suit**:

- e. Notice of an "occurrence", offense, claim or "suit" will be considered knowledge of the insured if reported to an individual named insured, partner, executive officer or an "employee" designated by you to give us such a notice.

7. Liberalization Clause

The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

Liberalization Clause

If we adopt any revision that would broaden the coverage under this Coverage Form without additional premium, within 45 days prior to or during the policy period, the broadened coverage will immediately apply to this Coverage Part.

8. Medical Payments – Extended Reporting Period

- a. **SECTION I – COVERAGES, COVERAGE C – MEDICAL PAYMENTS**, Paragraph **1. Insuring Agreement**, subparagraph **a.(3)(b)** is replaced by the following:
 - (b) The expenses are incurred and reported to us within three years of the date of the accident; and
- b. This coverage does not apply if **COVERAGE C – MEDICAL PAYMENTS** is excluded either by the provisions of the Coverage Part or by endorsement.

9. Newly Acquired Or Formed Organizations

SECTION II – WHO IS AN INSURED, Paragraph **3.a.** is replaced by the following:

- a. Coverage under this provision is afforded until the end of the policy period.

10. Non-Owned Watercraft

SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Paragraph **2. Exclusions**, subparagraph **g.(2)** is replaced by the following:

g. Aircraft, Auto Or Watercraft

(2) A watercraft you do not own that is:

- (a) Less than 51 feet long; and
- (b) Not being used to carry persons or property for a charge;

This provision applies to any person who, with your consent, either uses or is responsible for the use of a watercraft.

11. Supplementary Payments Increased Limits

SECTION I – SUPPLEMENTARY PAYMENTS COVERAGES A AND B, Paragraphs **1.b.** and **1.d.** are replaced by the following:

1.b. Up to \$2,500 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

1.d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$1000 a day because of time off from work.

12. Unintentional Failure to Disclose Hazards

The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Paragraph **6. Representations**:

We will not disclaim coverage under this Coverage Part if you fail to disclose all hazards existing as of the inception date of the policy provided such failure is not intentional.

13. Unintentional Failure to Notify

The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Paragraph **2. Duties in the Event of Occurrence, Offense, Claim or Suit**:

Your rights afforded under this policy shall not be prejudiced if you fail to give us notice of an "occurrence", offense, claim or "suit", solely due to your reasonable and documented belief that the "bodily injury" or "property damage" is not covered under this policy.

ALL OTHER TERMS, CONDITIONS, AND EXCLUSIONS REMAIN UNCHANGED.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/16/2017

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PRODUCER Tolman & Wiker Insurance Services LLC #0E52073 196 S. Fir Street PO Box 1388 Ventura CA 93002-1388	CONTACT NAME: Gloria Ruiz PHONE (A/C, No. Ext): (805)585-6107 E-MAIL ADDRESS: gruiiz@tolmanandwiker.com		FAX (A/C, No): (805)585-6207
	INSURER(S) AFFORDING COVERAGE INSURER A: Endurance American Specialty		NAIC # 41718
INSURED Lindamood-Bell Learning Processes 416 Higuera Street San Luis Obispo CA 93401-3865	INSURER B :		
	INSURER C :		
	INSURER D :		
	INSURER E :		
	INSURER F :		

COVERAGES

CERTIFICATE NUMBER: 16/17 E&O

REVISION NUMBER:

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INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY			PRO10003081905	12/15/2016	12/15/2017	EACH OCCURRENCE \$ 2,000,000
	<input checked="" type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$
	<input checked="" type="checkbox"/> ERRORS & OMISSIONS						MED EXP (Any one person) \$
	<input checked="" type="checkbox"/> BREACH OF PRIVACY						PERSONAL & ADV INJURY \$
GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:							GENERAL AGGREGATE \$ 2,000,000
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/>	<input type="checkbox"/>				BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/>	<input type="checkbox"/>				PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
	DED						\$
	RETENTION \$						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/>	N/A				E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

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

CERTIFICATE HOLDER**CANCELLATION**

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

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/16/2017

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PRODUCER Tolman & Wiker Insurance Services LLC #0E52073 196 S. Fir Street PO Box 1388 Ventura CA 93002-1388	CONTACT NAME: Gloria Ruiz PHONE (A/C. No. Ext): (805)585-6107 E-MAIL ADDRESS: gruiiz@tolmanandwiker.com	FAX (A/C. No): (805)585-6207
	INSURER(S) AFFORDING COVERAGE	
INSURED Lindamood-Bell Learning Processes 416 Higuera Street San Luis Obispo CA 93401-3865	INSURER A Massachusetts Bay Ins Co NAIC # 22306	
	INSURER B Hanover Ins Co NAIC # 22292	
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES

CERTIFICATE NUMBER: 16/17 Abuse

REVISION NUMBER:

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INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Abuse & Molestation			ZD3-A802342-01	12/15/2016	12/15/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ OTHER: \$
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:						
	<input type="checkbox"/> 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) \$ OTHER: \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$			UH3-A802343-01	12/15/2016	12/15/2017	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000 OTHER: \$
	<input type="checkbox"/> OCCUR <input type="checkbox"/> 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				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

CERTIFICATE HOLDER

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

Shawn Carson/GLORIR

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OSD BOARD AGENDA ITEM

Name of Contributor: Robin Freeman

Date of Meeting: 8/2/17

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

Ratification of Agreement #17-57 – Dr. Carolyn Banks (Freeman/Sugden)

Dr. Carolyn Banks will provide consultant services to Oxnard School District, Special Education Services, during the 2017-2018 academic school year. Services to include:

- Examine and analyze utilization of current SLP staff, SLPA staff and paraprofessionals based on Policy recommendations of Professional Organization (ASHA) as well as effective practices of highly effective school districts.
- Perform Case Load Analysis - utilize Communication Severity Scale and/or other devices to determine appropriate case load in terms of number of students served and the minutes of therapy warranted by IEPs.
- Develop rationale/evidence for allocation of service minutes to individual students.
- Examine use of technology by individual SLP within the district as well as an analysis of appropriate quantity and source(s) of technology support required.
- Examine research and best practice on criteria and procedures for dismissal from service or transitioning to consult/collaboration model.
- Examine current practices and alternatives to the intake process for students entering the district as referrals from agencies as students become eligible for district provided special education services with specific focus on speech and language services.
- Appraise the overall effectiveness of the Speech and Language Component of the Special Education Services of the Oxnard School District and provide feedback on the indicators of quality and make recommendation for areas needing strengthening or improving.
- Inventory of Assessments used in the Speech and Language Pathology Program.

FISCAL IMPACT:

Not to exceed \$30,000.00 - Special Education Funds

RECOMMENDATION:

It is the recommendation of the Director, Special Education Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #17-57 with Dr. Carolyn Banks.

ADDITIONAL MATERIAL(S):

Attached: Agreement #17-57, Dr. Carolyn Banks (13 Pages)
Scope of Services (1 Page)

OXNARD SCHOOL DISTRICT

Agreement #17-57

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 Dr. Carolyn Banks (“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 Thirty Thousand Dollars (\$30,000.00), including potential costs associated with attending conferences – Registration, lodging, meals & mileage reimbursement, unless additional compensation is approved in writing by the District.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

_____ (Initials)

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

_____ (Initials)

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

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

_____ (Initials)

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

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

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

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

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

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

21. **Indemnification.**

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

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

_____ (Initials)

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

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

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

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

To Consultant: Dr. Carolyn Banks
20296 S. Mountain Road
Santa Paula, CA 93060
Phone: (805) 933.1298
Cell: (805) 217.2477
Email: drcbanks@verizon.net

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:

DR. CAROLYN BANKS:

Signature

Signature

Lisa A. Franz, Director, Purchasing

Typed Name/Title

Typed Name/Title

Date

Date

Tax Identification Number: 95-6002318

Tax Identification Number: _____

Not Project Related

Project #17-57

EXHIBIT A
TO AGREEMENT FOR CONSULTANT SERVICES #17-57

SERVICES

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

***PER ATTACHED SCOPE OF SERVICES**

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

***PER ATTACHED SCOPE OF SERVICES**

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 #17-57

EXHIBIT B
TO AGREEMENT FOR CONSULTANT SERVICES #17-57

COMPENSATION

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

Total compensation shall not exceed Thirty Thousand Dollars (\$30,000.00), including potential costs associated with attending conferences – Registration, lodging, meals & mileage reimbursement, unless additional compensation is approved in writing by the District.

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

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

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

IV. The total compensation for the Services shall not exceed \$30,000.00, as provided in Section 4 of this Agreement.

Not Project Related

Project #17-57

**EXHIBIT C
TO AGREEMENT FOR CONSULTANT SERVICES #17-57**

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 #17-57

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 #17-57

EXHIBIT D
TO AGREEMENT FOR CONSULTANT SERVICES #17-57

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, **DR. CAROLYN BANKS**, who will provide Services under the Agreement, is is not subject to disclosure obligations.

Date: _____

By: _____
Lisa A. Franz
Director, Purchasing

Dr. Carolyn Banks
20296 S. Mountain Road
Santa Paula, Ca 93060
Tel: (805) 933.1298 Cell: (805) 217.2477 · E-mail: drcbanks@verizon.net

Scope of Services

Under the terms of this consultant agreement I agree to:

Examine and analyze utilization of current SLP staff, SLPA staff and paraprofessionals based on Policy recommendations of Professional Organization (ASHA) as well as effective practices of highly effective school districts;

Perform Case Load Analysis - utilize Communication Severity Scale and/or other devices to determine appropriate case load in terms of number of students served and the minutes of therapy warranted by IEPs.

Develop rationale/evidence for allocation of service minutes to individual students;

Examine use of technology by individual SLP within the district as well as an analysis of appropriate quantity and source(s) of technology support required;

Examine research and best practice on criteria and procedures for dismissal from service or transitioning to consult/collaboration model;

Examine current practices and alternatives to the intake process for students entering the district as referrals from agencies as students become eligible for district provided special education services with specific focus on speech and language services;

Appraise the overall effectiveness of the Speech and Language Component of the Special Education Services of the Oxnard School District and provide feedback on the indicators of quality and make recommendation for areas needing strengthening or improving;

Inventory of Assessments used in the Speech and Language Pathology Program.

Fees for Services:

Speech and Language Services

Time Available-240 hours **\$125.00/hour** Amount not to exceed \$30,000 for school year 2017-2018

Potential cost of attending conference: Registration costs, lodging for such as well as mileage reimbursements to be covered by the district

OSD BOARD AGENDA ITEM

Name of Contributor: Robin Freeman

Date of Meeting: 8/2/17

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

Ratification of Agreement #17-58 - Mixteco/Indigena Community Organizing Project (MICOP) – Case Management, Resource & Referral (Freeman/Thomas)

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

Term of the agreement July 1, 2017 through June 30, 2018

FISCAL IMPACT:

\$119,165.00 to be paid out of First 5/Oxnard Neighborhood for Learning funds.

RECOMMENDATION:

It is the recommendation of the Director, Curriculum, Instruction & Accountability, and the Assistant Superintendent, Educational Services that the Board of Trustees ratify Agreement #17-58 with Mixteco/Indigena Community Organizing Project (MICOP).

ADDITIONAL MATERIAL:

Attached:

- Agreement #17-58, Mixteco/Indigena Community Organizing Project (13 Pages)
- Exhibit A Reporting and Expenditure Timelines (1 Page)
- Exhibit B Service Provisions (1 Page)
- Exhibit C Line Item Budget (1 Page)
- Exhibit D Payment Method (1 Page)
- Exhibit E Technology Services and Support (2 Pages)

**OXNARD SCHOOL DISTRICT
AGREEMENT #17-58**

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

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

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

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

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

WHEREAS, **DISTRICT** selected **SUBCONTRACTOR**, to render certain services and, in particular to operate as part of the First 5/Oxnard Neighborhood for Learning Program described in the First 5 Agreement, **CASE MANAGEMENT RESOURCE & REFERRAL**, hereinafter referred to as "**Program**" for fiscal year FY 2017-2018.

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

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

SECTION 1 - GENERAL PROVISIONS

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

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

SECTION 2 - STANDARD PROVISIONS

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

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

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

- 2.3 **PERSONNEL DISCLOSURE.** SUBCONTRACTOR shall make available to DISTRICT a current list of all personnel providing services under this Agreement. Any changes to this list, including but not limited to vacancies, extended leaves of absence and new hires, shall be immediately provided to DISTRICT in writing. The list shall include: (1) all full or part-time staff positions by title, including volunteer positions whose direct services are required to provide the services described herein, (2) a brief description of the functions of each such position and the hours each position works each week or, for part-time positions, each day or month, as appropriate, (3) the professional degree, if applicable, and experience required for each position, and (4) the name of the person responsible for fulfilling the terms of this Agreement.

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

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

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

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

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

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

2.7 INSURANCE.

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

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

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

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

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

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

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

- 2.7.4 Policies shall not be canceled, non-renewed or reduced in scope of coverage until after sixty (60) days written notice has been given to the DISTRICT.
- 2.7.5 SUBCONTRACTOR agrees to provide DISTRICT with the following insurance documents within 14 days after the execution of this Agreement:
 - 2.7.5.1 Certificates of Insurance for coverage required under this Agreement. Certificate of Insurance must be issued as follows:
 - Oxnard School District
 - Attn: Lisa Franz, Director of Purchasing
 - 1051 South A Street, Oxnard, CA 93030The District must be added as an Additional Insured as follow: *Oxnard School District its officers, agents, employees, and/or volunteers are covered as additional insured.*
 - 2.7.5.2 Additional insured endorsements; and
 - 2.7.5.3 Sixty (60) day Notice Cancellation Clause endorsements.

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

DISTRICT under this Agreement may be assigned without such approval and notice of any such assignment or transfer shall be furnished promptly to DISTRICT.

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

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

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

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

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

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

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

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

In the performance of this Agreement, SUBCONTRACTOR shall comply with all applicable provisions of the California Welfare and Institutions Code, title 45 of the Code of Federal Regulations, all applicable laws and regulations of the United States, State of California, and DISTRICT and all administrative regulations, rules and policies adopted hereunder as each and all may now exist or be hereinafter amended or changed. In addition, SUBCONTRACTOR shall comply with all rules and regulations set forth in Federal Office of Management and Budget (OMB) Circular A-122 (cost principles for nonprofit

organizations) or OMB Circular A-21 (cost principles for educational institutions) or OMB Circular A-87 (cost principles for state and local governments) as applicable to form of entity by which SUBCONTRACTOR transacts its business.

- 2.16 COMPLIANCE WITH FIRST 5 CALIFORNIA (F5CA).** SUBCONTRACTOR shall comply with all rules, regulations, requirements, and directives of F5CA which impose duties and limitations upon COMMISSION and DISTRICT relating to activities performed by SUBCONTRACTOR under this Agreement, including reporting and evaluation, which are equally applicable to and made binding upon SUBCONTRACTOR.
- 2.17 COOPERATION WITH COMMISSION.** SUBCONTRACTOR agrees to cooperate with COMMISSION and DISTRICT on the implementation, monitoring and evaluation of this Program and to comply with any and all reporting and evaluation requirements established by COMMISSION, including but not limited to submission of evaluation forms as required within thirty (30) days after the end of each reporting quarter under this Agreement.
- 2.18 CONFIDENTIALITY.** DISTRICT and SUBCONTRACTOR agree to maintain the confidentiality of all information and records regarding Program participants or their immediate families, except as otherwise required by law.
- 2.19 MAINTENANCE OF RECORDS.** SUBCONTRACTOR agrees to maintain all records pertaining to service delivery and fiscal and administrative control for five (5) years after final payment has been made, or until all pending DISTRICT, state, or federal audits are completed, whichever is later. Upon request, SUBCONTRACTOR shall make these records available within Ventura County to all authorized DISTRICT, state (including Auditor General) and federal personnel.
- 2.20 CUSTODY OF RECORDS.** At its option, DISTRICT may within four (4) years of the Agreement's termination take custody of SUBCONTRACTOR's client records related to services provided under this Agreement upon Agreement termination. DISTRICT agrees that such custody shall conform to applicable confidentiality provisions of state and federal law. Said records shall be kept by DISTRICT in an accessible location within Ventura County and shall be available to SUBCONTRACTOR for examination and inspection.
- 2.21 FISCAL AND PERFORMANCE AUDITS AND INSPECTION OF RECORDS.** Authorized federal, state or county representatives shall have the right to monitor, assess, or evaluate SUBCONTRACTOR's performance of Agreement in accordance with federal and state laws and regulations. The monitoring, assessments, or evaluations shall relate only to Program and may include but are not limited to audits, inspection of premises, reports, and interviews of Program staff and participants.

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

2.22 AUDIT REQUIREMENTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

distribute copies of any copyrighted works created, produced or developed in connection with this Agreement.

2.27 ATTRIBUTION. SUBCONTRACTOR agrees to use the First 5 Ventura County logo ("Logo"), provided by DISTRICT, for all printed material specific to the Program funded by DISTRICT under this Agreement. Materials shall include, but not be limited to brochures; flyers; handbooks; television, radio, print ads, and public service announcements; and presentations. If the SUBCONTRACTOR performs a Program that is identified in the DISTRICT's NfL Strategic Plan, then they are required to use to the Logo adapted for their Program. If there is a separate logo for the Program, the Logo placed shall be placed on the same page as the Program logo. When a majority of the Program funding is from the DISTRICT, the Logo size shall be larger or equal to that of the Program logo. When less than a majority of the Program funding is from the DISTRICT, the Logo shall not be less than 50% of the Program logo. The Logo and attribution language can be used in combination. Attribution language may include, "Funded by:" placed over the logo, or "Supported, in part, through a grant from:" placed over the logo.

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

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

2.29 TERMINATION FOR CAUSE.

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

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

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

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

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

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

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

2.29.2.3 Withhold funds pending curing of the breach.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 3 - SERVICE PROVISIONS

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

SECTION 4 - FISCAL PROVISIONS

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

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

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

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

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

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

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

4.5 BUDGET JUSTIFICATION.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

4.12 PURCHASE OF FIXED ASSETS & INFRASTRUCTURE PROJECTS. SUBCONTRACTOR shall not purchase any fixed assets or implement an infrastructure project under the terms of this Agreement.

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

SECTION 5 – MISCELLANEOUS

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

5.2 WAIVER. The failure of a party to insist in any one or more instances upon the performance of any provision of this Agreement shall not be construed as a waiver or relinquishment of that party's right to future performance of such provision and the other party's obligation in respect to such future performance shall continue in full force and effect.

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

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

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

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

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

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

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

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

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

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

5.11 CONTINGENCY. This contract is contingent upon ratification of a contract agreement between the First 5

Ventura County (COMMISSION) and the Oxnard School District for Fiscal Year 2017-2018, where funding is approved for the services stipulated in Section 1 General Provisions under this Agreement.

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

SUBCONTRACTOR APPROVAL:

DISTRICT APPROVAL:

(Signature)

Arcenio Lopez, Executive Director
(Typed Name/Title)

Date

(Signature)

Lisa Franz, Director of Purchasing
(Typed Name/Title)

Date

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

Term: July 1, 2017 to June 30, 2018

REPORTING and EXPENDITURE TIMELINES

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

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

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

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

Reporting Period	Invoice/Report Due	Due Date
July 1, 2017 – July 31, 2017	Month 1 Invoice	August 15, 2017
August 1, 2017 – August 31, 2017	Month 2 Invoice	September 15, 2017
September 1, 2017 – September 30, 2017	Month 3 Invoice, and <i>Quarter 1 Narrative</i>	October 15, 2017
October 1, 2017 – October 31, 2017	Month 4 Invoice	November 15, 2017
November 1, 2017 – November 30, 2017	Month 5 Invoice	December 15, 2017
December 1, 2017 – December 31, 2017	Month 6 Invoice, and <i>Quarter 2 Narrative</i>	January 15, 2018
January 1, 2018 – January 31, 2018	Month 7 Invoice	February 15, 2018
February 1, 2018 – February 28, 2018	Month 8 Invoice	March 15, 2018
March 1, 2018 – March 31, 2018	Month 9 Invoice, and <i>Quarter 3 Narrative</i>	April 15, 2018
April 1, 2018 – April 30, 2018	Month 10 Invoice	May 15, 2018
May 1, 2018 – May 31, 2018	Month 11 Invoice	June 15, 2018
June 1, 2018 – June 30, 2018	Month 12 Invoice, and <i>Quarter 4 Narrative Report</i>	July 7, 2018

Submit to:

Oxnard School District
 1051 South A Street
 Oxnard, California 93030

Attn: Noemi Valdes
 Director of Early Childhood Education Programs

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

Exhibit B

July 1, 2017 to June 30, 2018

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

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

Program Component Description

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

No.	Activity	Method	Milestones / Objectives	Projected Units of Service (# of Interactions per participant)	Participants		Quantitative Performance		Qualitative	
					Participant Type	Core	Projected # of Participants	Projected # of Service Contacts (Interactions/ service units x participants)		Outcome Measure	OPM Tool
1	Service coordination/case management	Home visits, inperson and phone consultation	N/A	8 contacts	Parents	Yes	345	2,760	TBD	TBD

Program Specific Operational Provisions

- Agency will encourage parent participation on the Oxnard NFL Parent Advisory groups at the Family Resource Centers; to assess the need of the Mixteco community and provide information, programming and implementation input.
- Agency will continue to collaborate and plan with Oxnard NFL program and staff for implementation of family strengthening services at the Oxnard School District Family Resource Centers.
- Agency will provide community resource and referral; linking parents to medical, dental, vision, mental health and other social services and community agencies, with an annual target of 1,500 parents served.
- In partnership with other family strengthening providers, agency will participate in community events to promote linkage to services, early literacy, and school readiness.
- Agency will continue to facilitate regular "case conferencing"/ supervision of case management; as a means to coordination of services for Puentes cases.
- Agency will incorporate the F5VC Commission approved Nutrition and Physical Activity Standards into program implementation practices.
- Incorporate the Strengthening Families/5 Protective Factors framework into programming for family support services
- Agency will provide District quarterly narratives, highlighting child growth and family successes.

Mixteco Indigena Community Organizing Project
Case Management, Resource & Referral
July 1, 2017 - June 30, 2018

First five covers .6278 FTE. OSD Covers 2.3722 FTE

LINE ITEMS	BUDGET CATEGORY	Proposed 2017	Matching Funds			Total
			Cash	In-Kind		
I. PERSONNEL SERVICES						
Full-Time Staff						
Program manager supervision (9h/w)		\$9,360.00				\$9,360.00
Primary Promotor outreach/case management (\$17/hr x 1920 hrs x 2.37228 FTE)		\$77,428.61				\$77,428.61
Promotores salary from First Five Contract						\$0.00
Administrative and reporting assistance		\$5,070.00				\$5,070.00
Clinical Supervision (2 x 52 x \$51)				\$5,304.00		\$5,304.00
Subtotal		\$91,858.61	\$0.00		\$5,304.00	\$97,162.61
Tax/Benefits @ 21.05		\$19,336.24	\$0.00			\$19,336.24
Subtotal Personnel		\$111,194.85	\$0.00		\$5,304.00	\$116,498.85
II. OPERATING EXPENSES						
Mileage		\$238.64				\$238.64
Phone (3 employees x \$25 x 12 mo)		\$900.00				\$900.00
Liability Insurance		\$1,200.00				\$1,200.00
Program Supplies		\$500.00				\$500.00
Subtotal Operating Expenses		\$2,838.64	\$15,140.00		\$0.00	\$17,978.64
Subtotal		\$114,033.49	\$15,140.00		\$5,304.00	\$134,477.49
III. INDIRECT COSTS						
MICOP administrative costs@ 4.5%		\$5,131.51	\$605.60			\$5,737.11
TOTAL BUDGET		\$119,165.00	\$15,745.60		\$5,304.00	\$140,214.60

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

Term: July 1, 2017 to June 30, 2018

PAYMENT METHOD

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

1. SUBCONTRACTOR shall be paid in arrears, upon receipt of a monthly invoice with adequate supporting documentation for actual costs incurred in accordance with Exhibit C for services rendered as described in Exhibit B.
2. Payments shall be based on the terms of the Agreement. Allowable expenditures shall be based on actual costs incurred in accordance to Exhibit C for services rendered. SUBCONTRACTOR' will be paid actual costs only, even if the costs estimated in SUBCONTRACTOR's proposal; budget; or this Agreement estimated a different amount, with adequate supporting documentation for services rendered.
3. Reimbursement for the contract term July 1, 2017 through June 30, 2018 shall not exceed **\$119,165.00** based on the term of this agreement and in accordance with Exhibit C and the services described in Exhibit B.

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

Term: July 1, 2017 to June 30, 2018

**Exhibit E
Technology Services and Support**

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

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

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

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

OSD BOARD AGENDA ITEM

Name of Contributor: Robin Freeman

Date of Meeting: 8/2/17

- | | | | |
|-------|-----------------------|-------|--|
| | 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 | _____ | 1st Reading _____ 2nd Reading _____ |

Ratification of Agreement #17-59 - Mixteco/Indigena Community Organizing Project (MICOP) – Aprendiendo con Mama y Papa (Freeman/Thomas)

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

Term of the agreement: July 1, 2017 through June 30, 2018

FISCAL IMPACT:

\$27,457.00 to be paid out of First 5/Oxnard Neighborhood for Learning funds.

RECOMMENDATION:

It is the recommendation of the Director, Curriculum, Instruction & Accountability, and the Assistant Superintendent, Educational Services that the Board of Trustees ratify Agreement #17-59 with Mixteco/Indigena Community Organizing Project (MICOP).

ADDITIONAL MATERIAL:

Attached:

- Agreement #17-59, Mixteco/Indigena Community Organizing Project (13 Pages)
- Exhibit A Reporting and Expenditure Timelines (1 Page)
- Exhibit B Service Provisions (1 Page)
- Exhibit C Line Item Budget (1 Page)
- Exhibit D Payment Method (1 Page)

**OXNARD SCHOOL DISTRICT
AGREEMENT #17-59**

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

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

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

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

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

WHEREAS, **DISTRICT** selected **SUBCONTRACTOR**, to render certain services and, in particular to operate as part of the First 5/Oxnard Neighborhood for Learning Program described in the First 5 Agreement, **APRENDIENDO CON MAMA Y PAPA**, hereinafter referred to as "**Program**" for fiscal year FY 2017-2018.

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

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

SECTION 1 - GENERAL PROVISIONS

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

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

SECTION 2 - STANDARD PROVISIONS

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

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

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

- 2.3 **PERSONNEL DISCLOSURE.** SUBCONTRACTOR shall make available to DISTRICT a current list of all personnel providing services under this Agreement. Any changes to this list, including but not limited to vacancies, extended leaves of absence and new hires, shall be immediately provided to DISTRICT in writing. The list shall include: (1) all full or part-time staff positions by title, including volunteer positions whose direct services are required to provide the services described herein, (2) a brief description of the functions of each such position and the hours each position works each week or, for part-time positions, each day or month, as appropriate, (3) the professional degree, if applicable, and experience required for each position, and (4) the name of the person responsible for fulfilling the terms of this Agreement.

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

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

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

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

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

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

2.7 INSURANCE.

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

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

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

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

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

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

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

- 2.7.4 Policies shall not be canceled, non-renewed or reduced in scope of coverage until after sixty (60) days written notice has been given to the DISTRICT.
- 2.7.5 SUBCONTRACTOR agrees to provide DISTRICT with the following insurance documents within 14 days after the execution of this Agreement:
 - 2.7.5.1 Certificates of Insurance for coverage required under this Agreement. Certificate of Insurance must be issued as follows:
 - Oxnard School District
 - Attn: Lisa Franz, Director of Purchasing
 - 1051 South A Street, Oxnard, CA 93030The District must be added as an Additional Insured as follow: *Oxnard School District its officers, agents, employees, and/or volunteers are covered as additional insured.*
 - 2.7.5.2 Additional insured endorsements; and
 - 2.7.5.3 Sixty (60) day Notice Cancellation Clause endorsements.

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

DISTRICT under this Agreement may be assigned without such approval and notice of any such assignment or transfer shall be furnished promptly to DISTRICT.

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

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

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

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

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

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

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

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

In the performance of this Agreement, SUBCONTRACTOR shall comply with all applicable provisions of the California Welfare and Institutions Code, title 45 of the Code of Federal Regulations, all applicable laws and regulations of the United States, State of California, and DISTRICT and all administrative regulations, rules and policies adopted hereunder as each and all may now exist or be hereinafter amended or changed. In addition, SUBCONTRACTOR shall comply with all rules and regulations set forth in Federal Office of Management and Budget (OMB) Circular A-122 (cost principles for nonprofit

organizations) or OMB Circular A-21 (cost principles for educational institutions) or OMB Circular A-87 (cost principles for state and local governments) as applicable to form of entity by which SUBCONTRACTOR transacts its business.

- 2.16 COMPLIANCE WITH FIRST 5 CALIFORNIA (F5CA).** SUBCONTRACTOR shall comply with all rules, regulations, requirements, and directives of F5CA which impose duties and limitations upon COMMISSION and DISTRICT relating to activities performed by SUBCONTRACTOR under this Agreement, including reporting and evaluation, which are equally applicable to and made binding upon SUBCONTRACTOR.
- 2.17 COOPERATION WITH COMMISSION.** SUBCONTRACTOR agrees to cooperate with COMMISSION and DISTRICT on the implementation, monitoring and evaluation of this Program and to comply with any and all reporting and evaluation requirements established by COMMISSION, including but not limited to submission of evaluation forms as required within thirty (30) days after the end of each reporting quarter under this Agreement.
- 2.18 CONFIDENTIALITY.** DISTRICT and SUBCONTRACTOR agree to maintain the confidentiality of all information and records regarding Program participants or their immediate families, except as otherwise required by law.
- 2.19 MAINTENANCE OF RECORDS.** SUBCONTRACTOR agrees to maintain all records pertaining to service delivery and fiscal and administrative control for five (5) years after final payment has been made, or until all pending DISTRICT, state, or federal audits are completed, whichever is later. Upon request, SUBCONTRACTOR shall make these records available within Ventura County to all authorized DISTRICT, state (including Auditor General) and federal personnel.
- 2.20 CUSTODY OF RECORDS.** At its option, DISTRICT may within four (4) years of the Agreement's termination take custody of SUBCONTRACTOR's client records related to services provided under this Agreement upon Agreement termination. DISTRICT agrees that such custody shall conform to applicable confidentiality provisions of state and federal law. Said records shall be kept by DISTRICT in an accessible location within Ventura County and shall be available to SUBCONTRACTOR for examination and inspection.
- 2.21 FISCAL AND PERFORMANCE AUDITS AND INSPECTION OF RECORDS.** Authorized federal, state or county representatives shall have the right to monitor, assess, or evaluate SUBCONTRACTOR's performance of Agreement in accordance with federal and state laws and regulations. The monitoring, assessments, or evaluations shall relate only to Program and may include but are not limited to audits, inspection of premises, reports, and interviews of Program staff and participants.

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

2.22 AUDIT REQUIREMENTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

distribute copies of any copyrighted works created, produced or developed in connection with this Agreement.

2.27 ATTRIBUTION. SUBCONTRACTOR agrees to use the First 5 Ventura County logo ("Logo"), provided by DISTRICT, for all printed material specific to the Program funded by DISTRICT under this Agreement. Materials shall include, but not be limited to brochures; flyers; handbooks; television, radio, print ads, and public service announcements; and presentations. If the SUBCONTRACTOR performs a Program that is identified in the DISTRICT's NfL Strategic Plan then they are required to use to the Logo adapted for their Program. If there is a separate logo for the Program, the Logo placed shall be placed on the same page as the Program logo. When a majority of the Program funding is from the DISTRICT, the Logo size shall be larger or equal to that of the Program logo. When less than a majority of the Program funding is from the DISTRICT, the Logo shall not be less than 50% of the Program logo. The Logo and attribution language can be used in combination. Attribution language may include, "Funded by:" placed over the logo, or "Supported, in part, through a grant from:" placed over the logo.

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

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

2.29 TERMINATION FOR CAUSE.

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

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

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

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

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

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

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

2.29.2.3 Withhold funds pending curing of the breach.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 3 - SERVICE PROVISIONS

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

SECTION 4 - FISCAL PROVISIONS

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

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

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

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

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

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

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

4.5 BUDGET JUSTIFICATION.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

4.12 PURCHASE OF FIXED ASSETS & INFRASTRUCTURE PROJECTS. SUBCONTRACTOR shall not purchase any fixed assets or implement an infrastructure project under the terms of this Agreement.

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

SECTION 5 – MISCELLANEOUS

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

5.2 WAIVER. The failure of a party to insist in any one or more instances upon the performance of any provision of this Agreement shall not be construed as a waiver or relinquishment of that party's right to future performance of such provision and the other party's obligation in respect to such future performance shall continue in full force and effect.

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

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

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

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

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

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

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

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

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

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

5.11 CONTINGENCY. This contract is contingent upon ratification of a contract agreement between the First 5

Ventura County (COMMISSION) and the Oxnard School District for Fiscal Year 2017-2018, where funding is approved for the services stipulated in Section 1 General Provisions under this Agreement.

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

SUBCONTRACTOR APPROVAL:

DISTRICT APPROVAL:

(Signature)

(Signature)

Arcenio Lopez, Executive Director

(Typed Name/Title)

Lisa A. Franz, Director, Purchasing

(Typed Name/Title)

(Date)

(Date)

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

Term: July 1, 2017 to June 30, 2018

REPORTING and EXPENDITURE TIMELINES

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

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

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

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

Reporting Period	Invoice/Report Due	Due Date
July 1, 2017 – July 31, 2017	Month 1 Invoice	August 15, 2017
August 1, 2017 – August 31, 2017	Month 2 Invoice	September 15, 2017
September 1, 2017 – September 30, 2017	Month 3 Invoice, and <i>Quarter 1 Narrative</i>	October 15, 2017
October 1, 2017 – October 31, 2017	Month 4 Invoice	November 15, 2017
November 1, 2017 – November 30, 2017	Month 5 Invoice	December 15, 2017
December 1, 2017 – December 31, 2017	Month 6 Invoice, and <i>Quarter 2 Narrative</i>	January 15, 2018
January 1, 2018 – January 31, 2018	Month 7 Invoice	February 15, 2018
February 1, 2018 – February 28, 2018	Month 8 Invoice	March 15, 2018
March 1, 2018 – March 31, 2018	Month 9 Invoice, and <i>Quarter 3 Narrative</i>	April 15, 2018
April 1, 2018 – April 30, 2018	Month 10 Invoice	May 15, 2018
May 1, 2018 – May 31, 2018	Month 11 Invoice	June 15, 2018
June 1, 2018 – June 30, 2018	Month 12 Invoice, and <i>Quarter 4 Narrative Report</i>	July 7, 2018

Submit to:

Oxnard School District
1051 South A Street
Oxnard, California 93030

Attn: Noemi Valdes
Director of Early Childhood Education Programs

MIXTECO INDIGENA COMMUNITY ORGANIZING PROJECT
APRENDIENDO con MAMA y PAPA

July 1, 2017 to June 30, 2018

Exhibit B

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

Program Outcome(s) - Early Learning: Parents are engaging children in early learning and are reading to their children often and from an early age. Parents have the tools, resources and supports for healthy attachments and positive interactions with their children.

No.	Activity	Method	Milestones/ Objectives	Projected Units of Service (# of interactions per participant)	Participants		Quantitative Performance Measure		Qualitative Performance Measure	
					Participant Type	Core	Projected # of Participants	Projected # of Service Contacts (interactions/ service units x participants)	Outcome Performance Measure	OPM Tool
1	Early Learning for PACT	Class	12 cohorts, 6 sessions per cohort = 72 sessions	6 contacts per participant	Children 0-5 and Parents	Yes	96 Children and 83 Parents = 179 participants	1,074	TBD	TBD

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

PROGRAM SPECIFIC OPERATIONAL PROVISIONS

- 2 Agency is responsible to perform outreach in the community for purposes of engaging parent participation.
- 3 Agency will refer family to Oxnard NFL Family Liaisons located at the Oxnard School District Family Resource Centers as needed for linkage to community services.
- 4 Agency will provide a list of activities for inclusion in the monthly NFL calendar no later than the 10th of the month before the events.
- 5 Agency will incorporate the F5VC Commission approved Nutrition and Physical Activity Standards into program implementation practices.
- 6 Agency will incorporate the F5VC Commission approved Early Learning for Parent and Child Together Standards into Program implementation practices.

Contract Agency: Mixteco Indigena Community Organizing Project
 Project Title: Aprendiendo con Mama y Papa
 Contract Period: July 1, 2017 - June 30, 2018

Exhibit C

BUDGET CATEGORY	Matching Funds			Total
	Oxnard NFL Funding	Cash	In-Kind	
LINE ITEMS				
I. PERSONNEL SERVICES				
Promotoras (12 series x 30 h + 40 training) x \$15	\$6,000.00			\$6,000.00
Childcare (10 series x 2 hrs x 6 sessions x \$12.50)	\$1,500.00			\$1,500.00
Supervision and Clinical (\$17.50 x 8h/w x 52 w)	\$7,280.00			\$7,280.00
Administrative Support (\$19.5 x 1h/w x 52w)	\$1,014.00			\$1,014.00
ED Oversight of program		\$1,140.00		\$1,140.00
Enrollment through Puentes program			\$0.00	\$0.00
Clinical supervision			\$1,224.00	\$1,224.00
Subtotal	\$15,794.00			\$15,794.00
Benefits @ .17	\$2,684.98			\$2,684.98
Subtotal Personnel	\$18,478.98	\$1,140.00	\$1,224.00	\$20,842.98
II. OPERATING EXPENSES				
Teaching Materials (\$180 x 12 series)	\$2,160.00			\$2,160.00
Manipulatives (\$70.22x 12 series)	\$842.64			\$842.64
Office Supplies	\$350.00		\$300.00	\$650.00
Snacks (\$59.50 x 12 series)	\$714.00			\$714.00
Class Completion Incentives (12 series x 7 students x \$25)	\$2,100.00			\$2,100.00
Parent Kits (\$12.25x 12 series x 7 students)	\$1,029.00			\$1,029.00
Basic needs - community meetings			\$2,000.00	\$2,000.00
Subtotal Operating Expenses	\$7,195.64	\$0.00	\$3,524.00	\$10,719.64
III. OTHER EXPENSES				
Liability Insurance	\$600.02	\$0.00	\$0.00	\$600.02
Subtotal	\$26,274.64	\$1,140.00	\$4,748.00	\$32,162.64
V. INDIRECT COST				
Indirect cost x .045	\$1,182.36			\$1,182.36
TOTAL BUDGET	\$27,457.00	\$1,140.00	\$4,748.00	\$33,345.00

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

Term: July 1, 2017 to June 30, 2018

PAYMENT METHOD

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

1. SUBCONTRACTOR shall be paid in arrears, upon receipt of a monthly invoice with adequate supporting documentation for actual costs incurred in accordance with Exhibit C for services rendered as described in Exhibit B.
2. Payments shall be based on the terms of the Agreement. Allowable expenditures shall be based on actual costs incurred in accordance to Exhibit C for services rendered. SUBCONTRACTOR' will be paid actual costs only, even if the costs estimated in SUBCONTRACTOR's proposal; budget; or this Agreement estimated a different amount, with adequate supporting documentation for services rendered.
3. Reimbursement for the contract term July 1, 2017 through June 30, 2018 shall not exceed **\$27,457.00** based on the term of this agreement and in accordance with Exhibit C and the services described in Exhibit B.

OSD BOARD AGENDA ITEM

Name of Contributor: Robin Freeman

Date of Meeting: 8/2/17

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

Ratification of Agreement #17-60 – Continuing Development Inc. – Harrington NfL Preschool (Freeman/Thomas)

The agreement formalizes Early Learning programming objectives, service levels, measures for success, and implementation strategies that will guide the efforts of Continuing Development Inc. The Program offers a 3-hour preschool program for 72 four (4) year olds. The Harrington NfL Preschool will adhere to District Calendar and operate on the academic year. Eligibility criteria include children who reside within the high-priority school's attendance area and are entering Kindergarten in the following school year. Specific focus is on inclusion of children with special needs as appropriate.

Term of the agreement: July 1, 2017 through June 30, 2018

FISCAL IMPACT:

\$108,259.00 to be paid out of First 5/Oxnard Neighborhood for Learning funds.

RECOMMENDATION:

It is the recommendation of the Director, Curriculum, Instruction & Accountability, and the Assistant Superintendent, Educational Services that the Board of Trustees ratify Agreement #17-60 with Continuing Development Inc.

ADDITIONAL MATERIAL:

Attached: Agreement #17-60, Continuing Development Inc. (13 Pages)
Exhibit A Reporting and Expenditure Timelines (1 Page)
Exhibit B Service Provisions (2 Pages)
Exhibit C Line Item Budget (1 Page)
Exhibit D Payment Method (1 Page)
Exhibit E Technology Services and Support (2 Pages)
Exhibit F Oxnard NfL Preschool Attendance Policy (1 Page)

**OXNARD SCHOOL DISTRICT
AGREEMENT #17-60**

This **AGREEMENT** is between the **OXNARD SCHOOL DISTRICT**, hereinafter called "**DISTRICT**", and **CONTINUING DEVELOPMENT, INC.**, 1500 Camino Del Sol, Oxnard, California 93030, hereinafter referred to as "**SUBCONTRACTOR**".

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

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

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

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

WHEREAS, **DISTRICT** selected **SUBCONTRACTOR**, to render certain services and, in particular to operate as part of the First 5/Oxnard Neighborhood for Learning Program described in the First 5 Agreement, **HARRINGTON NFL PRESCHOOL**, hereinafter referred to as "**Program**" for fiscal year FY 2017-2018.

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

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

SECTION 1 - GENERAL PROVISIONS

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

- 1.4 NOTICES.** All notices required or permitted to be given pursuant to this Agreement may be personally served on the other party by the party giving such notice, or may be served by certified mail, postage prepaid, return receipt requested, to DISTRICT attention Noemi Valdes, Director of Early Childhood Education Programs, Oxnard School District at 1051 South A Street, Oxnard, California 93030, and to SUBCONTRACTOR at 1500 Camino Del Sol, Oxnard, California 93030, Attention: Susan Dumars.

SECTION 2 - STANDARD PROVISIONS

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

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

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

- 2.3 PERSONNEL DISCLOSURE.** SUBCONTRACTOR shall make available to DISTRICT a current list of all personnel providing services under this Agreement. Any changes to this list, including but not limited to vacancies, extended leaves of absence and new hires, shall be immediately provided to DISTRICT in writing. The list shall include: (1) all full or part-time staff positions by title, including volunteer positions whose direct services are required to provide the services described herein, (2) a brief description of the functions of each such position and the hours each position works each week or, for part-time positions, each day or month, as appropriate, (3) the professional degree, if applicable, and experience required for each position, and (4) the name of the person responsible for fulfilling the terms of this Agreement.

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

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

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

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

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

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

2.7 INSURANCE.

2.7.1 SUBCONTRACTOR, at its sole cost and expense, shall obtain and maintain in full force, during the term of this Agreement, the following types of insurance:

2.7.1.1 Commercial General Liability "occurrence" coverage in the minimum amount of \$1,000,000 for bodily injury and property damage each occurrence and \$2,000,000 general aggregate limits Project, or Location, including personal injury and advertising injury liability, in the amount of \$1,000,000 per occurrence, products/completed operations aggregate in the amount of \$1,000,000 fire legal liability, and \$100,000 limit for damage to premises rented to you, if applicable.

2.7.1.2 Commercial Automobile Liability coverage in the minimum amount of \$1,000,000 combined single limit (CSL) bodily injury and property damage, including owned (if any, which requires symbol 1 coverage), non-owned and hired automobiles.

2.7.1.3 Personal Automobile Liability coverage, in the minimum amounts of \$100,000 per Person and \$300,000 each Accident Bodily Injury and \$100,000 each Accident Property Damage for each vehicle to be operated in association with this contract that is not insured under Commercial Automobile Liability.

2.7.1.4 Workers' Compensation coverage, in full compliance with California statutory requirements, for all employees of SUBCONTRACTOR and Employer's Liability in the minimum amount of \$1,000,000, and a waiver of subrogation in favor of DISTRICT.

- 2.7.1.5 Professional Liability coverage in the minimum amount of \$1,000,000 each claim and \$2,000,000 annual aggregate with a maximum deductible of \$2,500 per claim. Policy shall be maintained for one year after the end of the contract period.
- 2.7.1.6 Abuse/Molestation coverage in the minimum amount of \$1,000,000 per occurrence with minimum \$3,000,000 per occurrence for General Aggregate.
- 2.7.1.7 All the insurance companies providing coverage under this Agreement must be A.M. Best rated A-VIII, with the exception of the workers compensation insurance if provided by State Compensation Insurance Fund. Insurance coverage must be provided by California licensed and admitted carriers.
- 2.7.2 All insurance required under this Agreement shall be primary coverage as respects DISTRICT, and any insurance or self-insurance maintained by DISTRICT shall be in excess of SUBCONTRACTOR's insurance coverage and shall not contribute to SUBCONTRACTOR's coverage. DISTRICT is to be notified immediately if any aggregate insurance limit is exceeded. Additional coverage must be purchased to meet requirements. If SUBCONTRACTOR is self-insured, SUBCONTRACTOR shall maintain the insurance enumerated in Section 2.7 herein during the term of this Agreement to pay covered claims which may arise as a result of SUBCONTRACTOR's performance of this Agreement.
- 2.7.3 The Oxnard School District is to be named as **Additional Insured** with respects to work done by SUBCONTRACTOR under the terms of this Agreement on all insurance required by this Agreement. However, this paragraph 2.7.3 shall not be construed to apply to Workers' Compensation coverage.

Additional Insured as evidenced by **Endorsement number and copy of the endorsement** on all Liability coverage; the Oxnard School District cannot solely be the Certificate Holder without being "Additional Insured".

- 2.7.4 Policies shall not be canceled, non-renewed or reduced in scope of coverage until after sixty (60) days written notice has been given to the DISTRICT.
- 2.7.5 SUBCONTRACTOR agrees to provide DISTRICT with the following insurance documents within 14 days after the execution of this Agreement:
 - 2.7.5.1 Certificates of Insurance for coverage required under this Agreement. Certificate of Insurance must be issued as follows:
 - Oxnard School District
 - Attn: Lisa Franz, Director of Purchasing
 - 1051 South A Street, Oxnard, CA 93030The District must be added as an Additional Insured as follow: *Oxnard School District its officers, agents, employees, and/or volunteers are covered as additional insured.*
 - 2.7.5.2 Additional insured endorsements; and
 - 2.7.5.3 Sixty (60) day Notice Cancellation Clause endorsements.

2.8 ASSIGNABILITY. Each party shall not assign any interest in this Agreement, and shall not transfer any interest in the same, whether by assignment or novation, without the prior written consent of the parties thereto; provided, however, that claims for money due or to become due to SUBCONTRACTOR from

DISTRICT under this Agreement may be assigned without such approval and notice of any such assignment or transfer shall be furnished promptly to DISTRICT.

2.9 INTEREST OF SUBCONTRACTOR. SUBCONTRACTOR covenants that SUBCONTRACTOR presently has no interest, including, but not limited to, other projects or independent contracts, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement, and shall not directly or indirectly acquire any such interest.

SUBCONTRACTOR further covenants that in the performance of this Agreement no person known to SUBCONTRACTOR to have any such interest shall be employed or retained by SUBCONTRACTOR under this Agreement. SUBCONTRACTOR shall not hire DISTRICT employees to perform any portion of the work or services provided for herein including secretarial, clerical and similar incidental services except upon the written approval of DISTRICT.

2.10 HIRING DIRECTORS PROHIBITED. SUBCONTRACTOR shall not engage, nor compensate from contract funds, any of its governing body without the written approval of the DISTRICT.

2.11 SUBCONTRACTS. Functions undertaken by SUBCONTRACTOR may not be carried out under subcontracts. DISTRICT has the right to refuse reimbursement for obligations incurred under any subcontract.

2.12 NONDISCRIMINATION. SUBCONTRACTOR shall abide by the current provisions, and later revisions, of the United States Civil Rights Act of 1964, which prohibits discrimination against any service recipient on the basis of race, national origin or ancestry, age, religion, sex, marital status, political affiliation, or physical or mental condition. SUBCONTRACTOR shall comply with section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), pertaining to the prohibition of discrimination against qualified handicapped persons under any program or activity, which receives or benefits from federal financial assistance.

2.13 POLITICAL ACTIVITIES PROHIBITED. None of the funds, provided directly or indirectly, under this Agreement shall be used for any political activities or to further the election or defeat of any candidate for public office. Neither the contract nor any funds provided hereunder shall be utilized in support of any partisan political activities, or activities for or against the election of a candidate for an elected office.

2.14 RELIGIOUS ACTIVITIES PROHIBITED. There shall be no religious worship, instructions or proselytization as part of, or in connection with the performance of this Agreement. Active participation in religious worship or instruction cannot be a prerequisite for individuals receiving services utilizing Proposition 10 dollars. Expenditures of Proposition 10 dollars for religious services and practices are specifically prohibited. SUBCONTRACTOR must indicate how unlawful expenditures of Proposition 10 dollars for religious services and practices are to be avoided. Any religious indoctrination or encouragement incidental to the delivery of services under the application is strictly prohibited.

2.15 LICENSES AND STANDARDS. SUBCONTRACTOR shall conform to all applicable federal, state, county and local rules and regulations, including facility and professional licensing and certification laws, and shall keep in effect any and all licenses, permits, notices and certificates as are required for the duration of this Agreement. SUBCONTRACTOR shall further comply with, and be solely responsible for compliance with, all laws applicable to wages and hours of employment, nondiscrimination, occupational safety, environmental safety, fire safety, and health and sanitation.

In the performance of this Agreement, SUBCONTRACTOR shall comply with all applicable provisions of the California Welfare and Institutions Code, title 45 of the Code of Federal Regulations, all applicable laws and regulations of the United States, State of California, and DISTRICT and all administrative regulations, rules and policies adopted hereunder as each and all may now exist or be hereinafter amended or changed. In addition, SUBCONTRACTOR shall comply with all rules and regulations set forth in Federal Office of Management and Budget (OMB) Circular A-122 (cost principles for nonprofit

organizations) or OMB Circular A-21 (cost principles for educational institutions) or OMB Circular A-87 (cost principles for state and local governments) as applicable to form of entity by which SUBCONTRACTOR transacts its business.

- 2.16 COMPLIANCE WITH FIRST 5 CALIFORNIA (F5CA).** SUBCONTRACTOR shall comply with all rules, regulations, requirements, and directives of F5CA which impose duties and limitations upon COMMISSION and DISTRICT relating to activities performed by SUBCONTRACTOR under this Agreement, including reporting and evaluation, which are equally applicable to and made binding upon SUBCONTRACTOR.
- 2.17 COOPERATION WITH COMMISSION.** SUBCONTRACTOR agrees to cooperate with COMMISSION and DISTRICT on the implementation, monitoring and evaluation of this Program and to comply with any and all reporting and evaluation requirements established by COMMISSION, including but not limited to submission of evaluation forms as required within thirty (30) days after the end of each reporting quarter under this Agreement.
- 2.18 CONFIDENTIALITY.** DISTRICT and SUBCONTRACTOR agree to maintain the confidentiality of all information and records regarding Program participants or their immediate families, except as otherwise required by law.
- 2.19 MAINTENANCE OF RECORDS.** SUBCONTRACTOR agrees to maintain all records pertaining to service delivery and fiscal and administrative control for five (5) years after final payment has been made, or until all pending DISTRICT, state, or federal audits are completed, whichever is later. Upon request, SUBCONTRACTOR shall make these records available within Ventura County to all authorized DISTRICT, state (including Auditor General) and federal personnel.
- 2.20 CUSTODY OF RECORDS.** At its option, DISTRICT may within four (4) years of the Agreement's termination take custody of SUBCONTRACTOR's client records related to services provided under this Agreement upon Agreement termination. DISTRICT agrees that such custody shall conform to applicable confidentiality provisions of state and federal law. Said records shall be kept by DISTRICT in an accessible location within Ventura County and shall be available to SUBCONTRACTOR for examination and inspection.
- 2.21 FISCAL AND PERFORMANCE AUDITS AND INSPECTION OF RECORDS.** Authorized federal, state or county representatives shall have the right to monitor, assess, or evaluate SUBCONTRACTOR's performance of Agreement in accordance with federal and state laws and regulations. The monitoring, assessments, or evaluations shall relate only to Program and may include but are not limited to audits, inspection of premises, reports, and interviews of Program staff and participants.

At any time during normal business hours, and as often as DISTRICT may deem reasonably necessary, SUBCONTRACTOR shall make available to DISTRICT, or authorized state, federal, or county officials for examination, all records pertaining to all matters covered by this Agreement and shall permit county, state or federal officials to audit, examine and make excerpts or transcripts from such records, and to make audits of all invoices, materials, payrolls, records of personnel, information regarding clients receiving services, and other data relating to all matters covered by this Agreement.

2.22 AUDIT REQUIREMENTS

2.22.1 The Single Audit Act requires sub-recipients (SUBCONTRACTOR) receiving \$500,000 or more of federal funds in a fiscal year to obtain an audit performed in accordance with the United States Office of Management and Budget (OMB) Circular A-128, A-133, or A-110. At a minimum, reports shall:

2.22.1.1 Indicate that the audit was performed in accordance with generally accepted government audit standards.

2.22.1.2 Indicate whether the service provision was operated in compliance with the terms of federal grants, contain a statement on internal controls, and specify the amount of funds received from DISTRICT.

2.22.2 SUBCONTRACTOR shall submit to DISTRICT copies of audit(s) and management letter(s) completed in accordance with this paragraph 2.23 within thirty (30) days of receipt by SUBCONTRACTOR.

2.23 PROGRESS REPORTS. SUBCONTRACTOR shall submit to DISTRICT progress reports in a format approved by DISTRICT in accordance with the schedule outlined in Exhibit A. The report shall detail all work performed for the reporting period outlined in Exhibit A under this Agreement by SUBCONTRACTOR.

2.24 EVALUATION STUDIES. As requested by DISTRICT, COMMISSION, and State Commission (CCFC), SUBCONTRACTOR shall participate in research and evaluation studies designed to show the effectiveness of SUBCONTRACTOR services or to provide information about SUBCONTRACTOR's Program.

2.24.1 SUBCONTRACTOR shall collect process and demographic data on participants, where appropriate.

2.24.2 SUBCONTRACTOR shall collect service and outcome data with measurement tools provided by COMMISSION / DISTRICT.

2.24.3 SUBCONTRACTOR shall provide DISTRICT demographic data, and service and outcome data in order for the DISTRICT to enter data in the evaluation software system designated by the COMMISSION/DISTRICT.

2.24.4 SUBCONTRACTOR shall submit complete data in accordance with the schedule outlined in Exhibit A.

2.25 WITHHOLDING. If SUBCONTRACTOR fails to comply with the conditions of this Agreement regarding reporting requirements in section 2.23 and in section 2.24 herein, the DISTRICT, at its sole discretion, may withhold payments until the deficiency is corrected.

2.26 OWNERSHIP, PUBLICATION, REPRODUCTION AND USE OF MATERIAL. DISTRICT shall have a royalty-free, non-exclusive and irrevocable license to publish, copy, translate, or use now and hereafter, all documents, data, films, tapes, and other materials developed by SUBCONTRACTOR under this Agreement, including materials covered by copyright, and DISTRICT and SUBCONTRACTOR reserves the right to authorize others to use or reproduce such materials.

DISTRICT shall retain ownership and have access to any report, preliminary findings, or data assembled by SUBCONTRACTOR under this Agreement. All such materials developed under the terms of this Agreement shall acknowledge the DISTRICT as the funding agent of the publication when applicable.

In addition, SUBCONTRACTOR must receive written permission from the DISTRICT prior to publication of any materials developed under this Agreement, and file with the DISTRICT a copy of all educational and training materials, curricula, audio/visual aids, printed material, and periodicals, assembled pursuant to this Agreement prior to publication.

If publication is approved by DISTRICT, SUBCONTRACTOR agrees to compensate the COMMISSION in the form of royalty-fees, if required by the COMMISSION, and to enter into an agreement with the COMMISSION for that purpose. In addition, SUBCONTRACTOR hereby grants the COMMISSION a non-exclusive, non-transferable, irrevocable license to reproduce, prepare derivative works, and

distribute copies of any copyrighted works created, produced or developed in connection with this Agreement.

2.27 ATTRIBUTION. SUBCONTRACTOR agrees to use the First 5 Ventura County logo ("Logo"), provided by DISTRICT, for all printed material specific to the Program funded by DISTRICT under this Agreement. Materials shall include, but not be limited to brochures; flyers; handbooks; television, radio, print ads, and public service announcements; and presentations. If the SUBCONTRACTOR performs a Program that is identified in the DISTRICT's NfL Strategic Plan then they are required to use to the Logo adapted for their Program. If there is a separate logo for the Program, the Logo placed shall be placed on the same page as the Program logo. When a majority of the Program funding is from the DISTRICT, the Logo size shall be larger or equal to that of the Program logo. When less than a majority of the Program funding is from the DISTRICT, the Logo shall not be less than 50% of the Program logo. The Logo and attribution language can be used in combination. Attribution language may include, "Funded by:" placed over the logo, or "Supported, in part, through a grant from:" placed over the logo.

For DISTRICT'S Oxnard Neighborhood for Learning Program, "First 5" shall precede the name of the Oxnard Neighborhood for Learning. SUBCONTRACTOR shall refer to the program as the "First 5 Oxnard Neighborhood for Learning" in all verbal communications and materials as defined in Section 2.27 herein.

2.28 CHANGES AND AMENDMENTS. DISTRICT and SUBCONTRACTOR may from time to time modify this Agreement. Such changes shall be effective when incorporated in written amendments to this Agreement and approved and executed by DISTRICT and SUBCONTRACTOR. If any provisions of this Agreement are held invalid, the remainder of this Agreement shall not be affected thereby if such remainder conforms to the terms and requirements of applicable law.

2.29 TERMINATION FOR CAUSE.

2.29.1 Upon breach of this Agreement by either party hereto, the other party shall have the right, by giving written notice specifying the effective date, to terminate this Agreement in whole or in part for cause, which may include but is not limited to:

2.29.1.1 Failure for any reason of a party to fulfill, in a timely and proper manner, its obligations under this Agreement, including payment of funds or compliance with the approved Program and attached conditions, and such statutes, Executive Orders, and federal directives as may become applicable at any time; or

2.29.1.2 Submission by SUBCONTRACTOR to DISTRICT of reports that are incorrect or incomplete in any material respect; or

2.29.1.3 SUBCONTRACTOR's ineffective or improper use of funds provided by DISTRICT under this Agreement.

2.29.2 Upon a breach by SUBCONTRACTOR, DISTRICT, at its sole discretion or at direction of CCFC, and in addition to and any other remedies available at law, in equity, or otherwise specified in this Agreement, including immediate termination, may take any one or more of the following actions provided that the action taken is proportionate to the damage sustained by DISTRICT by reason of SUBCONTRACTOR's breach:

2.29.2.1 Afford SUBCONTRACTOR a time period within which to cure the breach, which period shall be established at sole discretion of the District Representative or at direction of CCFC.

2.29.2.2 Discontinue payment to SUBCONTRACTOR for the inclusive period in which SUBCONTRACTOR is in breach, which payment shall not be entitled to later recovery.

2.29.2.3 Withhold funds pending curing of the breach.

2.29.2.4 Offset against any monies billed by SUBCONTRACTOR but yet unpaid by DISTRICT those monies disallowed pursuant to 2.28.1 above.

2.30 TERMINATION FOR CONVENIENCE. Either DISTRICT or SUBCONTRACTOR may terminate this Agreement without cause, upon sixty (60) days written notice to the other party.

2.31 TERMINATION DUE TO CESSATION OF STATE FUNDING. DISTRICT shall have the right to terminate this Agreement upon ten (10) days written notice in the event that the receipt by DISTRICT of funds from the State for this Program is reduced, suspended or terminated for any reason. SUBCONTRACTOR hereby expressly waives any and all claims against DISTRICT for damages arising from the termination, suspension or reduction of the funds provided by the State or federal government to DISTRICT for the Program under which this Agreement is made, or of the portion thereby delegated by this Agreement; provided said termination, suspension or reduction is not the result of DISTRICT's conduct.

2.32 CLOSE-OUT UPON TERMINATION. Upon termination of this Agreement, the parties shall perform all closeout procedures that are reasonable and necessary to complete the obligations owed, but not yet performed under this Agreement.

2.32.1 All reasonable and necessary costs defined under this Agreement and incurred up to the point of termination will be reimbursed to SUBCONTRACTOR by DISTRICT.

2.32.2 Any monies owed to DISTRICT by SUBCONTRACTOR may be offset against any compensation due to SUBCONTRACTOR for final payment from DISTRICT, as covered under this Agreement.

2.32.3 SUBCONTRACTOR shall return to DISTRICT any equipment, furniture, or supplies purchased in whole or in part with funds provided under this Agreement and all related parts. DISTRICT retains the right to waive this requirement.

2.33 PARTIAL PERFORMANCE. In the event less than all services are performed in a proper and timely manner, SUBCONTRACTOR shall be paid only the reasonable cost for the services performed for the payment period as determined by District Representative.

In the event SUBCONTRACTOR anticipates a disruption in services related to this Agreement, DISTRICT is to be notified immediately of the nature, anticipated impact, and duration of such disruption.

2.34 FAIR HEARING. SUBCONTRACTOR agrees to provide a system through which recipients of service shall have the opportunity to express and have considered their views, grievances, and complaints regarding the delivery of services.

2.35 MONITORING AND EVALUATION. DISTRICT shall monitor and evaluate SUBCONTRACTOR to ensure compliance with program objectives and services contained in SECTION 3.

2.36 CHILD ABUSE REPORTING. SUBCONTRACTOR shall require all employees, volunteers, consultants, subcontractors, or agents performing services under this Agreement who are required by section 11166, subdivision (a), of the Penal Code to report child abuse or neglect or are required by section 15630 of the Welfare and Institutions Code to report elder or dependent adult abuse or neglect, to sign a statement that he or she understands the reporting requirements and will comply with them.

2.37 PARTICIPATION WITH COMMISSION FUNDED INITIATIVES. SUBCONTRACTOR shall actively participate with all other First Five funded initiatives in the provision of the services contemplated by this Agreement and shall coordinate such provision of services with the Neighborhoods for Learning and all other DISTRICT funded programs.

2.38 SECURITY DEPOSITS. If SUBCONTRACTOR uses COMMISSION funds as its security deposit for leasing property in relation to the performance of this Agreement, SUBCONTRACTOR shall return to the DISTRICT any balance thereof within 45 days of the termination of the lease. However, if SUBCONTRACTOR's contract term ends prior to the termination of the lease, then any balance of the security deposit shall be returned to the DISTRICT within 45 days of the close of the SUBCONTRACTOR's contract term.

SECTION 3 - SERVICE PROVISIONS

3.1 PROGRAM DESCRIPTION. Exhibit B attached hereto is incorporated herein by this reference.

SECTION 4 - FISCAL PROVISIONS

4.1 PAYMENT METHOD. SUBCONTRACTOR shall be paid in accordance with the payment method as outlined in Exhibit D, for services rendered, provided that SUBCONTRACTOR is not in default under any provisions of this Agreement. Services shall be compared against the terms outlined in Section 3. Program services are to be provided throughout the full term of this Agreement.

DISTRICT shall reimburse SUBCONTRACTOR within thirty (30) working days after the receipt of a complete and accurate invoice. However, payment by DISTRICT in greater than 30 days, but less than 60 days after the date of DISTRICT's receipt of SUBCONTRACTOR's invoice, shall not be considered a substantial breach of this Agreement nor cause for termination of this Agreement.

4.2 SUPPLANTING OF PROP 10 FUNDS. Prop 10 moneys received from SUBCONTRACTOR under the First 5 Agreement will be used only to fund new or expand existing levels of service. Moneys are prohibited to be used to fund any existing levels of service. No moneys shall be used to supplant state or local General Fund money for any purpose, pursuant to the Revenue and Taxation Code section 30131.4.

4.3 INVOICES. By the fifteenth (15th) calendar day following the close of each payment period as outlined in Exhibit A of this Agreement, SUBCONTRACTOR shall submit to DISTRICT a complete and signed invoice; exception invoice for June due by July 7th. Invoice shall be prepared in a format approved by the DISTRICT. Such an invoice shall include an itemized listing, as detailed in line item budget, Exhibit C for each corresponding funding period, of actual services rendered. SUBCONTRACTOR will provide documents to support expenses invoiced in each period, such as, enrollment summaries, attendance registers, timecards, utility bills, instructional materials, etc. The invoice shall be submitted to: Oxnard School District, 1051 South A Street, Oxnard, California 93030, Attention: Noemi Valdes, Director of Early Childhood Education Programs.

DISTRICT shall review the invoice, verify adherence to Agreement requirements and services, and authorize payments to SUBCONTRACTOR based upon claims submitted, provided that SUBCONTRACTOR is not in default under any provision of this Agreement. DISTRICT shall not pay for unauthorized services rendered neither by SUBCONTRACTOR nor for claimed services which DISTRICT's monitoring staff shows have not been provided as required by this Agreement.

4.3.1 Final year-end invoices received more than 7 days after the close of funding period shall have a five (5) percent penalty imposed on the final invoiced amount. SUBCONTRACTOR may submit a written appeal of the penalty to the DISTRICT if there are extenuating circumstances that prohibited the timely submission of the invoice, but the DISTRICT retains the exclusive right to decide whether it will waive the penalty or not.

4.4 SUPPLEMENTAL INVOICES. No supplemental invoice shall be accepted by DISTRICT without prior notification to DISTRICT of the need and justification for such an invoice and authorization by DISTRICT to submit such invoice. Payments for authorized supplemental invoices shall be made as part of the next regular claim cycle.

4.5 BUDGET JUSTIFICATION.

4.5.1 Line Item. SUBCONTRACTOR charges shall be justified by the line item budget as attached, which is made a part of this Agreement by reference as Exhibit C, and which shall constitute a commitment by SUBCONTRACTOR to deliver the basic categorical resources stated herein.

4.5.2 Budget Changes. SUBCONTRACTOR may transfer funds between the line items set forth in Exhibit C for each corresponding funding period if such transfers represent less than a 10% (percent) increase to that item. Changes greater than 10% (percent) must be negotiated with and approved by the COMMISSION. No change pursuant to this provision shall increase the maximum amount of the contract.

4.6 WORKING CAPITAL. SUBCONTRACTOR must provide for sufficient working capital to meet the fiscal demands of this Agreement.

4.7 BUDGET DEVIATIONS. Deviations exceeding 10 percent (10%) of any single category proposed in the line item budget (Exhibit C) must receive prior DISTRICT approval before payment to SUBCONTRACTOR. In the event the actual cost of the Program is less than specified in Exhibit C, any unspent grant funds shall revert to COMMISSION. In the event the Program costs more than originally specified, SUBCONTRACTOR shall bear the responsibility for the excess cost.

4.8 MINIMUM STANDARDS. SUBCONTRACTOR shall maintain the following minimum standards with regard to salaries and benefits for Program employees:

4.8.1 All of the Program employees shall receive basic statutory coverage of Workers' Compensation, and Unemployment Insurance Benefits; and

4.8.2 All wages and benefits paid to Program employees which are no less than the minimum required by applicable state and federal law.

4.9 AUDIT EXCEPTIONS. SUBCONTRACTOR agrees to indemnify DISTRICT for State audit exceptions resulting from contract non-compliance on the part of SUBCONTRACTOR, and for claims made against DISTRICT arising from SUBCONTRACTOR performance of this Agreement.

DISTRICT agrees to indemnify SUBCONTRACTOR for State audit exceptions resulting from contract non-compliance on the part of DISTRICT, and for claims made against SUBCONTRACTOR arising from DISTRICT performance of this Agreement.

4.10 CONDITIONS PREREQUISITE TO PAYMENTS. Notwithstanding any other provision of this Agreement, and provided that the action taken is proportionate to SUBCONTRACTOR's alleged conduct, DISTRICT may elect not to make a particular payment on this Agreement if:

4.10.1 Misrepresentation. SUBCONTRACTOR knowingly made any misrepresentation of a material fact with respect to any information furnished by SUBCONTRACTOR directly to DISTRICT.

4.10.2 Litigation. There is then pending litigation with respect to the performance by SUBCONTRACTOR of any of its duties or obligations necessary hereunder which may jeopardize or adversely affect the undertaking or the carrying out of the Program.

4.10.3 Unauthorized Actions by SUBCONTRACTOR. SUBCONTRACTOR shall have taken any action pertaining to this Agreement, which required prior DISTRICT approval, without having first received said approval.

4.10.4 Default. SUBCONTRACTOR is in default under any provision of this Agreement and has not cured or taken reasonably prompt steps to commence the curing of such default.

4.10.5 Fiscal and Non-Fiscal Reporting. SUBCONTRACTOR has not submitted the required statements and reports as specified in this Agreement.

4.10.6 Suspension of Services. If DISTRICT withholds payment pursuant to this section 4.10, SUBCONTRACTOR may suspend providing services under this Agreement, after giving the DISTRICT ten (10) days' notice thereof, until the parties hereto have resolved the issue which gave rise to the DISTRICT's withholding of payment.

4.11 REIMBURSEMENT. SUBCONTRACTOR shall not claim reimbursement from DISTRICT, or apply sums received from DISTRICT, with respect to that portion of its obligations, which have been paid by another source of revenue. SUBCONTRACTOR agrees that it shall not use funds received pursuant to this Agreement, either directly or indirectly, as a contribution or compensation for purposes of obtaining (1) state funds under any state program, or (2) DISTRICT funds under any DISTRICT program, without prior written approval of DISTRICT.

4.12 PURCHASE OF FIXED ASSETS & INFRASTRUCTURE PROJECTS. SUBCONTRACTOR shall not purchase any fixed assets or implement an infrastructure project under the terms of this Agreement.

4.13 MATCHING FUNDS. SUBCONTRACTOR shall provide matching funds in accordance with the minimum percent outlined in Exhibit C for each corresponding funding period of payments made to SUBCONTRACTOR by DISTRICT. "Matching funds" are defined as the resources (cash or in-kind) provided by SUBCONTRACTOR used to accomplish a proposed scope of work. Matching funds shall be verifiable from the SUBCONTRACTOR's records. Actual amounts shall be reported **monthly** on the invoice. If at the end of the contract period, the project is unable to/did not meet the minimum match requirement, the DISTRICT reserves the right to reduce and/or recover the proportional amount of funds provided to the project.

SECTION 5 – MISCELLANEOUS

5.1 GOVERNING LAW. This Agreement was executed and delivered within the State of California, and the rights and obligations of the parties hereto shall be construed and enforced in accordance with and governed by the laws of the State of California. Proper venue for the resolution of any dispute hereunder which the parties are unable to resolve through negotiation, or mutually agreed to non-binding mediation, shall be with the superior courts of the County of Ventura, California.

5.2 WAIVER. The failure of a party to insist in any one or more instances upon the performance of any provision of this Agreement shall not be construed as a waiver or relinquishment of that party's right to future performance of such provision and the other party's obligation in respect to such future performance shall continue in full force and effect.

5.3 COMPLIANCE WITH LAWS. In the performance of this Agreement, both parties shall comply with all laws, rules, regulations, decrees and other ordinances issued by any governmental or other state or federal authority relating to the subject matter of this Agreement in the performance by the parties hereto of their obligations hereunder.

5.4 WHOLE AGREEMENT. This Agreement sets forth and shall constitute the entire Agreement between the parties with respect to the subject matter hereof and shall supersede any and all promises, representations, warranties or other statements, whether written or oral, made by or on behalf of one party to the other of any nature whatsoever or contained in any leaflet, brochure or other document given by one party to the other concerning such subject matter.

5.5 NO JOINT VENTURE, PARTNERSHIP OR AGENCY. Nothing in this Agreement shall create a partnership, agency or joint venture between the parties hereto, and, save as expressly provided in this Agreement, neither party shall enter into or have authority to enter into any engagement or make any representation or warranty on behalf or pledge the credit of or otherwise bind or obligate the other party hereto.

5.6 COMMUNICATIONS. A communication shall have effect for the purpose of this Agreement and shall be deemed to have been received by the party to whom it was made:

- (a) If delivered by hand, upon receipt by the relevant person for whose attention it should be addressed under Paragraph 1.4, or upon receipt by any other person then upon the premises at the relevant address who reasonably appears to be authorized to receive mail or other messages on behalf of the relevant party; and
- (b) If sent by telex or facsimile, upon the transmission of the communication to the relevant telex or facsimile number and the receipt by the transmitting telex or facsimile machine of any answer back code showing that the telex or facsimile message has been received properly by the telex or facsimile machine to which it was transmitted; and
- (c) If sent by certified mail, seven (7) days after the date upon the certified mail receipt provided by the relevant postal authority.

Each party shall be obligated to send a notice to the other, in accordance with this section of any changes in details contained in Paragraph 1.4, which details shall then be deemed to have been amended accordingly.

5.7 AUTHORITY TO EXECUTE. Each individual executing this Agreement on behalf of a party hereto represents and warrants that he/she has been fully empowered to execute this Agreement and that all necessary actions to authorize the execution of this Agreement have been taken.

5.8 NO RIGHTS CONFERRED ON THIRD PARTIES. Nothing in this Agreement whether express or implied is intended to confer any rights or remedies under or by reason of this Agreement on any person other than the parties to it, nor anything in this Agreement is intended to relieve or discharge the obligation or liability of any third person to any party to this Agreement, nor shall any provision give any third person any right of subrogation or action over or against any party to this Agreement.

5.9 SIGNATURES. This Agreement may be executed simultaneous in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

5.10 ENTIRE AGREEMENT. The terms and conditions set forth in Exhibits A, B, C, D, E and F attached hereto are incorporated herein by this reference. This Agreement contains all the terms and conditions agreed upon by DISTRICT and SUBCONTRACTOR and no other understanding, oral or otherwise, regarding this Agreement shall be deemed to bind any of the parties to this Agreement.

5.11 CONTINGENCY. This contract is contingent upon ratification of a contract agreement between the First 5 Ventura County (COMMISSION) and the Oxnard School District for Fiscal Year 2017-2018, where funding is approved for the services stipulated in Section 1 General Provisions under this Agreement.

IN WITNESS THEREOF, DISTRICT and SUBCONTRACTOR have executed this Agreement on the dates indicated.

SUBCONTRACTOR APPROVAL:

DISTRICT APPROVAL:

(Signature)

(Signature)

Susan Dumars, President

(Typed Name/Title)

Lisa A. Franz, Director, Purchasing

(Typed Name/Title)

Date

Date

CONTINUING DEVELOPMENT, INC.
HARRINGTON NFL PRESCHOOL

Term: July 1, 2017 to June 30, 2018

REPORTING and EXPENDITURE TIMELINES

Reports and data shall detail work performed in Section 3: Service Provisions, Exhibit B.

- *Narrative Progress Reports are due Quarterly (Contract Section 2.23 – Progress Reports).*
- *Participant & Service Counts/Data are due monthly (Contract Section 2.24 – Evaluation Studies).*
- *Parent Surveys and Evaluation surveys are due as specified by First 5 implementation guidelines (Contract Section 2.24 – Evaluation Studies).*
- *Core Intake forms are due monthly as new families enter programs (Contract Section 2.24 – Evaluation Studies).*

Financial reports shall adhere to Section 4: Fiscal Provisions, and Exhibit C Line Item Budget.

- *Fiscal Provisions and back-up documentation is due monthly (Contract Section 4.1, 4.3 – Payment Method, Invoices), including copies of time cards, receipts/invoices for purchases, etc.*

Reporting Period	Invoice/Report Due	Due Date
July 1, 2017 – July 31, 2017	Month 1 Invoice	August 15, 2017
August 1, 2017 – August 31, 2017	Month 2 Invoice	September 15, 2017
September 1, 2017 – September 30, 2017	Month 3 Invoice, and <i>Quarter 1 Narrative</i>	October 15, 2017
October 1, 2017 – October 31, 2017	Month 4 Invoice, and <i>DRDPs for each student</i>	November 15, 2017
November 1, 2017 – November 30, 2017	Month 5 Invoice	December 15, 2017
December 1, 2017 – December 31, 2017	Month 6 Invoice, and <i>Quarter 2 Narrative</i>	January 15, 2018
January 1, 2018 – January 31, 2018	Month 7 Invoice	February 15, 2018
February 1, 2018 – February 28, 2018	Month 8 Invoice	March 15, 2018
March 1, 2018 – March 31, 2018	Month 9 Invoice, and <i>Quarter 3 Narrative</i>	April 15, 2018
April 1, 2018 – April 30, 2018	Month 10 Invoice	May 15, 2018
May 1, 2018 – May 31, 2018	Month 11 Invoice, and <i>DRDP for each Student</i>	June 15, 2018
June 1, 2018 – June 30, 2018	Month 12 Invoice, and <i>Quarter 4 Narrative Report</i>	July 7, 2018

Submit to:

Oxnard School District
 1051 South A Street
 Oxnard, California 93030

Attn: Noemi Valdes
 Director of Early Childhood Education Programs

CONTINUING DEVELOPMENT, INC.
HARRINGTON NFL PRESCHOOL
 July 1, 2016 to June 30, 2017

Exhibit B

Program Description: Provide Early Childhood Education (ECE) program to four (4) year olds. Offering three (3), three (3) hour half day sessions per day. The program will adhere to the Oxnard School District Single Track Calendar and operate 180 days. Enrollment shall be maintained at this level throughout the school year.

Program Outcome(s) - Early Learning: Children participate in quality preschool, Parents are engaging children in early learning and are reading to their children often and from an early age.

Program Component Description

Provide 180 days of Early Childhood Education (ECE) programs offering 3 hour AM, PM, and Twilight sessions targeting 4-year olds. Preschool will operate following the academic calendar of the Oxnard School District. Provider will demonstrate student academic and developmental growth by administering assessments: DRDP-2015, ELSA. Programs will also assess environmental and adult/child interaction quality utilizing ECERS. Eligibility criteria includes children who reside within high-priority schools attendance area and are entering Kindergarten in the following school year. Specific focus is on inclusion of children with special needs as appropriate. Priority is given to working families who meet income eligibility guidelines, exceptional needs or circumstances, and no prior preschool experience or lack of access to other preschool programs. Parent fees are based on sliding fee schedules where appropriate.
Harrington NFL Preschool subcontracted to Continuing Development, Incorporated (CDI).

No.	Activity	Method	Milestones/ Objectives	Participants		Quantitative Performance Measure		Quantitative Performance Measure	OPM Tool
				Projected Units of Service (# of interactions per participant)	Participant Type	Projected # of Participants	Projected # of Service Contacts/ (Interactions/ service units x participants)			Outcome Performance Measure
1	Early education programs for children (Harrington)	Class	24 ECE spaces (half day) x 3 sessions = 72 spaces	180 contacts	Children 0-5	72 participants	12,960 contacts	90% children mastering the integrating and building level of the 4 result areas of the preschool-aged DRDP-2015	DRDP-2015

**CONTINUING DEVELOPMENT, INC.
HARRINGTON NFL PRESCHOOL
July 1, 2016 to June 30, 2017
OPERATIONAL PROVISIONS**

Exhibit B

- 2 The agency will provide the Oxnard School District with a copy of the License to Operate and Maintain a Day Care Center.

The agency is responsible to ensure students attend school regularly. The agency will enforce the Oxnard NFL Preschool Attendance Policy (Exhibit F). The agency will assist parents to correct excessive absences, and will educate parents about the importance regular attendance to student achievement. Agency will submit 3 monthly reports to Oxnard School District detailing communication efforts and outcomes.
- 3 The agency will provide the Oxnard School District with an overall representation of the early childhood development setting created at Harrington NFL Preschool, and the interactions between preschool professionals and students by implementing the Early Childhood Environmental Rating Scale (ECERS). Agency will provide the Oxnard NFL with a copy of the ECERS rating results and corresponding correction plan for areas needing improvement. ECERS assessment will be performed 4 during first quarter of each school year.
- 5 The agency will demonstrate developmental growth of children by administering one (1) pre, and one (1) post Desired Results Developmental Profile-2015 observational assessment protocol for each student participant, and will demonstrate how results guide instruction of individual students.
- 6 The agency will demonstrate increased Kindergarten school readiness among participating preschool students by implementing instruction analysis, evaluation, and monitoring to ensure preschool program effectiveness and individual student academic achievement. The agency will provide the Oxnard School District with the results of summative and formative assessments, and demonstrate how results were used to guide whole group and individualized instruction. Examples of 8 summative and formative assessments include: ELSA, PPVT, PALS.
- 7 The agency will encourage the development of belonging to an elementary school by coordinating site visits to the kindergarten classes for parent and children, and provide opportunities for parents to meet kindergarten teachers, the school principal. When teachers identify social/emotional and/or family concerns, agency will 9 link families to the Family Resource Center, and refer parents to the BEST Program for speech/language and/or cognitive concerns.
- 8 By January 31, 2017 the agency will present to the Oxnard School District a procedures plan (to address implementation of eligibility criteria) and anticipated dates for preschool registration prior to engaging in registration for the following school year. Agency will coordinate registration dates with the Oxnard NFL Director.
- 9 Registration dates will be announced to the general public via NFL Calendar.
- 10 The agency will notify Oxnard School District of any changes in instructional calendar 30 days in advance in order to communicate changes with affected Oxnard School District departments.
- 10 Incorporate the F5VC Commission approved Nutrition and Physical Activity Standards into program implementation practices.
- 11 Agency will participate in QRIS project spearheaded by Ventura County Office of Education. Agency will provide the District the QRIS rating scores for Harrington NFL Preschool.
- 12 Convert First 5 funded preschool spaces to State Preschool funding whenever possible.
- 13 Agency will provide District quarterly narratives, highlighting child growth and family successes.

CONTINUING DEVELOPMENT INC.

Exhibit C

HARRINGTON nFL PRESCHOOL

July 1, 2016 to June 30, 2017

LINE ITEM JUSTIFICATION EXAMPLE

\$206,236.00

	TOTAL COMMISSION FUNDS	MATCHING FUNDS		TOTAL AMOUNT
		Cash Source(s)	In-Kind Support	
I. PERSONNEL SERVICES				
Salaries and Benefits				
Site Supervisor	27,000.00		15,000.00	42,000.00
Teacher	105,578.00		39,327.00	144,905.00
Support Services	14,079.00		19,100.00	33,179.00
Taxes and Benefits	34,449.00		17,891.00	52,340.00
Subtotal Personnel	181,106.00	-	91,318.00	272,424.00
II. OPERATING EXPENSES				
Curriculum Supplies	3,800.00		3,000.00	6,800.00
Printed Materials	3,000.00		2,000.00	5,000.00
Computer/Software Supplies	500.00		500.00	1,000.00
Professional Development	800.00		800.00	1,600.00
Student Accident Insurance	150.00			150.00
Office Supplies	500.00		1,000.00	1,500.00
Telephone/Utilities	1,500.00		1,500.00	3,000.00
Food	4,880.00		3,000.00	7,880.00
Subtotal Operating Expenses	15,130.00	-	11,800.00	26,930.00
III. Minor Equipment (under \$5,000)				
Subtotal Minor Equipment	-	-	-	-
IV. OTHER EXPENSES				
Subtotal Other Expenses	-	-	-	-
V. INDIRECT				
Indirect Costs - Administrative costs	10,000.00		-	10,000.00
TOTAL BUDGET	206,236.00	-	103,118.00	309,354.00

List and describe cash source(s)*:

List and describe in-kind support**:

CDI will provide 24 State Preschool funded slots for 180 days which equals \$103,118.00

**CONTINUING DEVELOPMENT, INC.
HARRINGTON NFL PRESCHOOL**

Term: July 1, 2017 to June 30, 2018

PAYMENT METHOD

SUBCONTRACTOR shall be paid in accordance with the payment method as outlined below, for services rendered, provided that SUBCONTRACTOR is not in default under any provisions of this Agreement.

1. SUBCONTRACTOR shall be paid in arrears, upon receipt of a monthly invoice with adequate supporting documentation for actual costs incurred in accordance with Exhibit C for services rendered as described in Exhibit B.
2. Payments shall be based on the terms of the Agreement. Allowable expenditures shall be based on actual costs incurred in accordance to Exhibit C for services rendered. SUBCONTRACTOR' will be paid actual costs only, even if the costs estimated in SUBCONTRACTOR's proposal; budget; or this Agreement estimated a different amount, with adequate supporting documentation for services rendered.
3. Reimbursement for the contract term July 1, 2017 through June 30, 2018 shall not exceed **\$108,259.00** based on the term of this agreement and in accordance with Exhibit C and the services described in Exhibit B.

**CONTINUING DEVELOPMENT, INC.
HARRINGTON NFL PRESCHOOL**

Term: July 1, 2017 to June 30, 2018

**Exhibit E
Technology Services and Support**

- 1) This agreement addresses technology equipment purchased by the Oxnard School District and or technology equipment donated to the Oxnard School District.
- 2) District Policy BP 4450 states, "All gifts, grants and bequests shall become district property. The district's discretionary power with respect to the use of the gift shall not be impaired by any restriction or condition imposed by the donor... Gifts of a portable nature, since they become property of the district, shall be subject to the same rules and procedures that govern the use of any other similar district property."
- 3) All donations that meet the District standards will be joined to the District Active Directory Domain.
- 4) In the case of district equipment used for the operation of Waterford and accessed by students; all students will be given a generic login and access to the network to:
 - a. Login
 - b. Run Waterford
 - c. Print to Preschool Printer
 - d. Access Filtered Internet
 - e. Limited Storage on local server

In addition, students will be entered into the District's Student Information System (SIS) for tracking and reporting at the State and local level.

- 5) In the case of district equipment used for the daily operations of the program and accessed by agency staff; all staff will be given a generic login and access to the network to:
 - a. Login
 - b. Run Waterford
 - c. Print to Preschool Printer
 - d. Access Filtered Internet
 - e. Access Limited Storage on local server
 - f. Access WebMail from third party provider.
- 6) Neither students not staff will be provided:
 - a. Access to workstation or server to install programs

- b. Oxnard School District Email Accounts
 - c. Access to District SIS
 - d. Access to District Files
- 7) All district purchased and donated systems will be treated like other District computers. When an issue arises...
- a. Contact local lab technician for assistance. At his discretion, he will fix or refer to the District IT staff
 - b. If local lab technician is not available, the requestor may email the District IT Department at support@oxnardsd.org or call (805) 385-1501 ext. 2100
 - i. IT staff will contact the requestor within 24 hours
 - ii. IT staff will address the issue within 72 hours or let the requestor know the progress and a timeline for completion.
 - c. If issues continue, the requestor can contact the District thru the NfL Department for assistance in resolving the issue.
- 8) The IT District and Local Support staff will provide:
- a. **Connectivity Verification** – Do workstations connect to network? Is the District switching properly working?
 - b. **Login Support** – Are logins connecting to network and their assigned resources?
 - c. **Software Support** – Do the workstation connect to and launch Waterford? Since this is the Schools owed Waterford, program troubleshooting will be address thru the school.
 - d. **Hardware Support** – Do the workstations run properly and are they properly patched with current updates of the BIOS, Operating System, AntiVirus Software. If issues arise, is it hardware, software or network related?
 - e. **Hardware Replace** – If the workstation is under warranty, the IT staff will work with the manufacturer to provide and install replacement parts.
- 9) Outside agencies may not setup their personal switching, wireless, workstations or printers without the permission of the Oxnard School District Chief Information Officer.
- 10) Any other issues not listed above are not supported by the District. This includes replacement of systems no longer under warranty. If additional assistance is needed, the outside agency should work through the NfL staff to resolve their needs.

**CONTINUING DEVELOPMENT, INC.
HARRINGTON NfL PRESCHOOL**

Term: July 1, 2017 to June 30, 2018

**Exhibit F
NfL Preschool Attendance Policy**

The Oxnard School District – Oxnard Neighborhood for Learning Program believes that regular attendance plays a key role in student achievement. The program recognizes its responsibility to ensure parents are aware that students are expected to be in attendance daily. To improve student attendance, the NfL preschool operators shall implement steps to identify the reasons for a student's absences and to help resolve absence patterns. Strategies shall focus on early intervention and will include:

1. Communication in person or phone between school staff and parent/guardian
2. After 3 absences, communication in writing between school staff and parent/guardian, and;
3. Referral to the Oxnard NfL family strengthening/service coordination team for support
4. Conference between school staff and parent
5. Termination of student

If absences continue and all interventions have been exhausted, student will be terminated. Once a child is terminated, the student will be placed at the bottom of the waiting list until all others on waiting list are placed.

Excused Absences

Absence from preschool school shall be excused only for:

1. Illness of student
2. Medical appointments of the student
Insofar as class participation is an integral part of student's learning experience, parents/guardians and students shall be encouraged to schedule medical appointments during non-school hours
3. Family emergencies (bereavement, quarantine)
4. Court ordered visitations of child
5. Personal choice days
 - a. Participation in religious instruction or exercises

Student absences may be considered excused subject to Site Supervisor and/or NfL Director.

Method of Verification

When students who have been absent return to school, they must present an explanation verifying the reason for the absence. The following methods will be used to verify absences:

1. Written note from parent/guardian
2. Conversation in person or telephone between the school site staff and student's parent/guardian. The school site staff shall record:
 - a. Name of student
 - b. Name of parent/guardian
 - c. Name of school site staff
 - d. Date or dates of absences
 - e. Reason for absence.
3. Verification of medical appointment – appointment card, etc.

All school absences must be verified by one of the above methods within four school days of the student's return to school.

Total Number of Allowances is equal to 0

Excusing of any absence due to illness of the child is at the discretion of the Site Supervisor.

OSD BOARD AGENDA ITEM

Name of Contributor: Robin Freeman

Date of Meeting: 8/2/17

- Study Session:** _____
Closed Session _____
- A-1. **Preliminary** _____
A-II. **Reports** _____
B. **Hearings** _____
C. **Consent Agenda** _____
- Agreement Category:**
____ Academic
____ Enrichment
____ Special Education
 X **Support Services**
____ Personnel
____ Legal
____ Facilities
- D. **Action Items** _____
F. **Board Policies** 1st Reading _____ 2nd Reading _____

Ratification of Agreement #17-62 – Seabridge Homeowners Association (Freeman)

This agreement covers the rental fee and deposit due for the rental of the Seabridge Community Clubhouse/Recreation Center for the 2017-18 District Administration Retreat on August 4, 2017 from 10:00am-6:00pm.

FISCAL IMPACT:

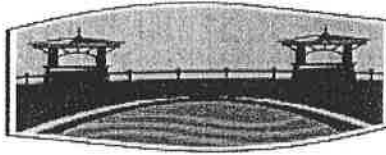
Not to Exceed \$1,250.00 – Unrestricted General Fund

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Agreement #17-62 with the Seabridge Homeowners Association.

ADDITIONAL MATERIALS:

Attached: Agreement #17-62, Seabridge Homeowners Association (7 Pages)



SEABRIDGE

EST. 2006

COMMUNITY CLUBHOUSE/RECREATION CENTER RENTAL AGREEMENT

1. Applicant shall accept the responsibility and legal liability for the conduct and actions of guests and for any and all damage to the facilities and equipment. *Applicant shall inspect premises immediately prior to the event and will inform Lordon Management should there be any problems. If no damage is found or noted, it will be assumed that the premises are in good condition.* Prior to a key being issued, Applicant shall provide a Certificate of Insurance covering the date(s) on which the Applicant has possession of the key naming Seabridge Homeowners Association as additional Insured and coverage is to be in the amount of \$1,000,000.00.
2. *Applicant (Homeowner/Tenant with Landlord approval)* requesting to use the clubhouse shall hold harmless the Association, its Officers, employees and agents from any and all claim, liability, loss or damage resulting from the use by applicant of the Seabridge Clubhouse/recreation Center. **The clubhouse will be rented only to homeowners in good standing with the Seabridge Homeowners Association, which means all assessments must be current and there are no unresolved violations.**
3. Use of the clubhouse recreation center for a commercial purpose is prohibited.
4. The clubhouse/recreation center must be reserved **thirty (30) (upon availability)** days in advance. **For day events that end by 6:00 PM, there is a rental fee of \$150 made payable to the Seabridge Homeowners Association. For evening events that begin after 6:00 PM, there is a rental fee of \$250 made payable to the Seabridge Homeowners Association. Additionally a security/cleaning deposit in the amount of \$1,000.00 are required with your reservation form, payable to the Seabridge Homeowners Association. Your checks will be deposited and upon the final sign off the clubhouse following your event, a reimbursement check for your deposit will be forwarded to you should there be no issues with the condition of the room.**
5. Fire codes limit the capacity of the clubhouse/recreation center to 57 people (main room) and 44 in the clubroom.
6. Events may begin at 10:00 a.m. All events Sunday-Thursday must end by 10:00 p.m. and 11:00 p.m. Friday-Saturday. The facilities shall be vacated by those not participating in the clean up by 10:30 p.m. Sunday-Thursday and 11:30 p.m. Friday-Saturday. Any additional cleaning and the removal of all personal items must be completed by 9:00 a.m. the next day, even when the following day is Sunday.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/23/2017

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 Tolman & Wiker Insurance Services LLC #0E52073 196 S. Fir Street PO Box 1388 Ventura CA 93002-1388	CONTACT NAME: Mirna Hubbs PHONE (A/C, No, Ext): (805) 585-6739 E-MAIL ADDRESS: mhubbs@tolmanandwiker.com	FAX (A/C, No): (805) 585-6200
	INSURER(S) AFFORDING COVERAGE	
INSURED Oxnard School District attn: Norma Magana 1051 South "A" Street Oxnard CA 93030	INSURER A: VCSSFA	
	INSURER B: United Educators Insurance	
	INSURER C: Safety National Casualty Co	
	INSURER D: Wesco Insurance Company	
	INSURER E: INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 16/17 GL/AU/XS/WC **REVISION NUMBER:**

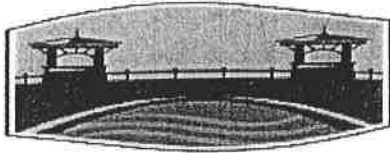
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> CA School Form SIR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			VCSSFA LCM 2016-2017	7/1/2016	7/1/2017	EACH OCCURRENCE \$ 500,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ Self Insured Retention \$
	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			VCSSFA LCM 2016-2017	7/1/2016	7/1/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 500,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			RCN20160359501	7/1/2016	7/1/2017	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	Y/N	N/A	SF4055164	7/1/2016	7/1/2017	<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
D	Excess Workers' Comp			WPP1103802 03	7/1/2016	7/1/2017	BUFFER LIMIT \$400,000
A	Workers Compensation			WCM 2016-2017	7/1/2016	7/1/2017	SIR \$600,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Verification of Coverage

CERTIFICATE HOLDER (818) 707-4530 Seabridge Homeowners Association 31255 Cedar Valley Drive Ste. 202 Westlake Village, CA 91362	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 Dennis Corte/MIRNAH <i>Dennis W. Corte</i>
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SEABRIDGE

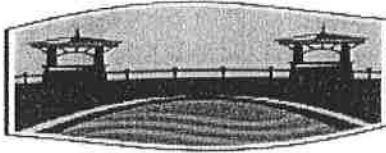
EST. 2006

7. Reserving of the clubhouse/recreation center does not include exclusive use of the pool area or the gym.
8. Applicant accepts full responsibility for restoring the facility to its original condition. If the clubhouse/recreation center is not returned to its original state after use, a cleaning fee may be assessed to return the clubhouse to its original condition.
9. Additional conditions with apply:
 - Applicant and guests may use Seabridge parking facilities in front of the clubhouse.
 - Noise shall be controlled to a reasonable level at all times in consideration of the neighboring homeowners.
 - Smoking is prohibited within the clubhouse/recreation center and restrooms. Smoking is permitted in the Seabridge Clubhouse/Recreation Center parking lot.
 - Doors must be locked, including the restroom doors, before vacating the premises.
 - Use of the pool and/or spa is prohibited.
10. Please let Lordon Management know how many vehicles will need passes to park along Seabridge Lane (park side only) and in the guest parking provided at the front so passes can be made and sent to you for you to distribute to your guests for the day of the event only. Parking is limited, so if vehicles exceed 10 you shall be responsible to hire a valet service to park vehicles in a designated area.

I have read the above and agree to abide by the rules and conditions for the use of the Seabridge Clubhouse/Recreation Center. I further agree to be present throughout the duration of the event.

DATE OF PROPOSED RENTAL: August 4, 2017
Hours of the Event: 10:00-6:00pm Type of Event: District Administration Retreat
Which room will you be utilizing?: Both rooms
Will you be utilizing the kitchen? Yes No # of Guests: 60
Email Address: mcurtis@oxnardsd.org
Signed: Mary E Curtis Date: 4/20/17
Address: 1501 Windshore Way Phone: (805) 341-6030
Number of Vehicles: 60 Valet Service Required: Yes No
Deposit Attached: Yes No Rental Fee Attached: Yes No
Insurance Certificate Attached: Yes No

Lordon Management 31255 Cedar Valley Drive Ste. 202, Westlake Village, CA 91362
Ph. 818-707-0200 / Fx 818-707-4530



SEABRIDGE

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I, Mary Curtis, Owner of the property located at, 1501 Windshore Way hereby acknowledge that I have read and understand all Rules & Regulations noted below regarding my or my tenant's clubhouse rental on Aug. 4, 2017. Further, I acknowledge that failure to comply with said Rules & Regulations may result in forfeit of my deposit.

Mary E Curtis
Signature

Robin I. Freeman
Signature

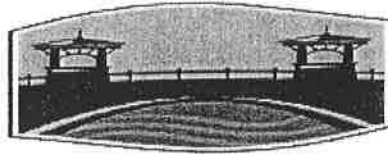
Mary E Curtis
Print Your Name

Robin I. Freeman
Print Your Name

6/20/17
Date

6/21/17
Date

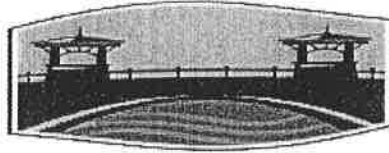
1. The Main and Club rooms are available for use by residents from 10:00 a.m.- 10:00 p.m. Sunday through Thursday and 10:00 a.m. – 11:00 p.m. Friday – Saturday. Please note that the security alarm is automatically armed at 11:00 p.m. every evening. **Should the alarm sound while the Clubhouse is in use and the police department is dispatched, a \$205.00 fee will be deducted from your deposit due to fees for such calls by the local authorities.**
2. When reserving the Clubhouse, resident must provide Lordon Management with proof of liability insurance listing Seabridge Homeowners Association as the additional insured on your home insurance policy.
3. All events held at the Clubhouse are to be of a private party and/or event. The Clubhouse cannot be utilized for a public function unless approved by the Board of Directors.
4. To allow owners maximum use, the recreation center/clubhouse may not be reserved for Memorial Day, July 4th, Labor Day, Thanksgiving, Christmas Eve/Christmas or New Years Eve/New Years Day.
5. The reserving of the clubhouse/recreation center is on a first come, first serve basis.
6. Even when reserving the clubhouse, the pool, bathrooms, gym facilities, barbecue and outside sitting areas are still open to all residents of the community.
7. The maximum capacity for a private function is 57 people in the main room and 44 people in the clubroom.



SEABRIDGE

EST. 2006

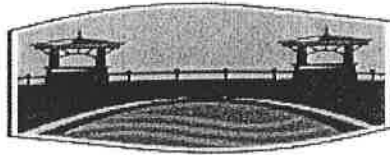
8. The person reserving (i.e. homeowner/resident) of **any** room must be present for the duration of the event.
9. Residents reserving the rooms for a function must obtain a Recreation Room Inventory Checklist and key from Lordon Management. Lordon Management or their designee will accompany the resident in a “before” and “after” walk-through of the main clubhouse and surrounding areas.
11. Reservations must be **thirty (30) (upon availability)** days in advance. **For day events that end by 6:00 PM, there is a rental fee of \$150 made payable to the Seabridge Homeowners Association. For evening events that begin after 6:00 PM, there is a rental fee of \$250 made payable to the Seabridge Homeowners Association. Additionally a security/cleaning deposit in the amount of \$1,000.00 are required with your reservation form, payable to the Seabridge Homeowners Association. Your checks will be deposited and upon the final sign off the clubhouse following your event, a reimbursement check for your deposit will be forwarded to you should there be no issues with the condition of the room.**
10. Immediately following any function, the room and surrounding area used for the function must be cleaned and restored to its original condition. **The room must be clean by 9:00 a.m. the day following an evening rental.** Not following the clean-up requirements may result in forfeiture of the security/cleaning deposit. **Failure to clean the facility to its original condition in which you received it will result in your deposit not being refunded.**
11. This is a non-smoking facility.
12. Cleaning Procedures:
 - Vacuum chair pads and sofa.
 - Wipe tables and chairs.
 - Clean floors with a clean wet mop.
 - Clean restroom sinks and toilets.
 - Empty and clean wastebaskets in restrooms and garage pail in kitchen.
 - Clean kitchen sink, counter tops, stovetop, oven interior and refrigerator.
 - Report any damage done.
13. No furniture is to be removed from the clubhouse/recreation center.



SEABRIDGE

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14. All doors and windows must be locked when leaving, including the inside door leading to the restrooms.
15. Please let Lordon Management know how many vehicles will need passes to park along Seabridge Lane (park side only) and in the guest parking provided at the front so passes can be made and sent to you for you to distribute to your guests for the day of the event only. **Parking is limited to 10 vehicles.** You shall be responsible to hire a valet service to park vehicles in a designated area off site should there be more than 10 vehicles. The north island gate cannot be left open for your guests to gain access to your event. Please do not pass out the gate code to any guests. **Any violation of the parking regulations during the renting of the facility will result in your deposit not being refunded.**
16. **YOU ARE RESPONSIBLE FOR YOUR GUESTS.**



SEABRIDGE

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Clubhouse Clean-up Checklist

- Wipe down table tops with Windex (under kitchen sink).
- Wipe down granite countertops with granite cleaner (under kitchen sink).
- Vacuum floors (after tables and counters are clean).
- Turn off heater/air conditioner.
- Close windows in card room (if opened).
- Turn off stereo in utility room (if used).
- Turn off all electronics in TV room (if used).
- Wipe kitchen sink and any appliance used.
- Remove all personal items from refrigerator.
- Sweep kitchen floor.
- Empty all trash cans, including outside (if used).
- Clean BBQ grill surface and turn off gas (if used).
- Close and lock all exterior doors. Test to make sure that they are latched.
- Switch off gas to fireplace (if used).
- Return all tables, chairs and decorations to their original locations.
- Turn off all lights.

Note:

1. All chairs and tables in utility room are available to use.
2. Vacuum, mop, broom and dust pan are located in utility room.
3. Ping-pong table may not be used.

OSD BOARD AGENDA ITEM

Name of Contributor: **Robin I. Freeman**

Date of Meeting: **8/2/17**

- A. Preliminary _____
- Study Session _____
- Report _____
- B. Hearing: _____
- C. Consent Agenda X

Agreement Category:

- X Academic
- _____ Enrichment
- _____ Special Education
- _____ Support Services
- _____ Personnel
- _____ Legal
- _____ Facilities

- D. Action Items _____
- E. Approval of Minutes _____
- F. Board Policies 1st Reading _____ 2nd Reading _____

Approval of State Preschool Parent Handbook for 2017-2018 (Freeman/Thomas)

Each year, the Oxnard School District State Preschool Program must review, update and print a Parent Handbook. The Parent Handbook describes the various components of the State Preschool program, and the specific state and district requirements. The handbook is distributed to parents during orientation and/or monthly parent meetings at the start of the school year and is periodically reviewed with parents throughout the school year.

The Parent Handbook covers the State Preschool Program for the 2017-2018 school year.

FISCAL IMPACT:

None

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent Educational Services, and the Director of Curriculum, Instruction and Accountability, that the Board of Trustees approve State Preschool Parent Handbook for 2017-2018.

ADDITIONAL MATERIAL:

Attached:

- State Preschool Parent Handbook for 2017-2018 (28 Pages)

Classroom Volunteer Requirements

Parent who wish to volunteer must complete the *Parent Volunteer* form found in the preschool registration packet. Other immediate family member may volunteer in place of the parent only if they are twenty-one (21) years old and complete the *Volunteer Registration* form. This form can be obtained by the enrollment staff..

All volunteers must provide the following:

- Cleared Tuberculosis test
- Fingerprint clearance – obtained through the district at no cost to families
- Measles, Pertusis, and Influenza immunizations (parents may opt out of Influenza by submitting a written statement)

When you volunteer you must come without other children. Due to State licensing regulations, siblings and/or other children are not allowed to in the preschool classroom. We apologize for any inconvenience this may cause and ask that you make other arrangements for the care of siblings/other children while you are volunteering. Please sign in at the school front office for a badge before proceeding to the preschool classroom.

Tuberculosis Clearance Requirements

Both paid and volunteer personnel, including participating parents and classroom volunteers, must have either a chest X-ray or a tuberculin test of intermediate strength, which is verified as negative. Documents verifying freedom from tuberculosis must be current (not to exceed four years), and records must be accessible for review by State personnel. When a tuberculin test result is positive, it should be followed immediately by further testing. Persons with positive tuberculin and X-ray results must be excluded from the classroom until they have been referred to a physician and negative test results have been verified by the physician. Tuberculosis tests can be performed at local health clinics.



Requisitos para Voluntarios en el Salón

Padres quines gustan ser voluntarios en el salón deben de completar la solicitud denominada *Padre Voluntario* que se encuentra en el paquete de registraci3n. Alg3n otro familiar puede ocupar el lugar del padre si son mayores de veintiun (21) a1os de edad y completan la forma *Registro de Voluntario*. La forma se puede obtener por medio del personal de matriculaci3n.

Todo voluntario tiene que proveer lo siguiente:

- Prueba de Tuberculosis librada
- Huellas digitales librada – obtenido por medio del distrito a ningun costo a familias
- Prueba de vacunas; Sarmpi3n, Pertusis, e Influenza (padres pueden optar no a la Influenza por medio de una declaraci3n escritaita)

Cuando Usted se ofrezca como voluntario debe presentarse sin otros ni1os. Hermanos ni otros ni1os se permiten en el sal3n debido a las reglas estatales. Disculpe cualquier inconveniencia que esto le cause y le solicitamos que realice lo necesario para que una persona cuide de sus ni1os mientras Usted participa en el sal3n. Por favor registrase en la oficina de la escuela para que reciba su gafete antes de proceder y entrar al sal3n preescolar.

Requisitos de Tuberculosis Librado

Tanto el personal pagado como el personal voluntario, incluyendo a los padres participantes y voluntarios en el sal3n, debe tener Rayos-X del pecho o un examen de tuberculina de fuerza intermedia con resultados negativos. Los documentos que verifiquen que no tienen tuberculosis deben ser recientes (que no excedan cuatro a1os) y los datos deben estar accesibles para ser revisados por el personal del estado. Cuando un examen de tuberculina resulte positivo, debe ser seguido por otros ex3menes. Las personas que tengan resultados positivos en su examen de tuberculina y de Rayos-X deben ser excluidas del sal3n de clase hasta ser vistos por un doctor y que 3ste verifique que los resultados de su examen son negativos. Las pruebas de la tuberculosis se pueden realizar en las cl3nicas de salud locales.

Daily School Attendance Requirements

Parents must sign-in and sign-out their child daily in the classroom using their full signature.

- **Children will only be released to those authorized on the *Emergency Card* and are at least 18 years old.**
- **Parents MUST pick up their child on time.** After three (3) written warnings, a termination notice may be issued.

Students are expected to be in attendance and on time daily. Parents must fill out and sign an absence slip when their child is absent from school. **Regular attendance plays a key role in student achievement. Unexcused absences should not exceed 3 days. It is the responsibility of the parent to contact the teacher when their child is absent from school or child may be dropped from the program.**

Excused Absences Include:

1. Illness/quarantine of child/parent
2. Family emergency (Serious illness of parent, funeral, immigration and other governmental appointments, sudden unforeseen circumstances)
3. Court ordered visitations are unlimited (must bring court order)
4. Best Interest Days

If your child has a fever, vomiting, diarrhea or has had a fever in the last 24 hours, please keep him or her home.

Unexcused absences include:

1. Oversleeping
2. No transportation
3. Rain
4. Personal

Best Interest Days:

Best Interest days are 10 excused absences per year and is at the discretion of the parent.

Medication

Teachers cannot administer medication to children. Parents are to make arrangements with school office personnel to give medication to children during school hours; this requires doctor's orders. Parents will be provided with information about purchasing medical insurance for their children, if they wish to do so.

Field Trips

Field trips in the preschool program are a privilege and are not a mandated activity. Parent participation is encouraged on these special events. Like in the classroom, no siblings are allowed on field trips. If a parent is not able to accompany their child, they may have another adult accompany child. This other adult must meet the volunteer requirements on page 7.

Requisitos de la Salud de los Estudiantes

Se hacen arreglos necesarios para que padres coordinen los exámenes físicos, de la vista, de los oídos y las vacunas con las clínicas locales de salud.

Exámenes Físicos

Antes de que un niño pueda asistir en el programa preescolar, es necesario que se le haga un examen físico y una evaluación, incluyendo las vacunas apropiadas para su edad. Cada distrito determina el tiempo específico que se permite para completar tales exámenes. Se consulta con los consejeros médicos locales y con las agencias de salud del condado para establecer un tiempo razonable basado en las circunstancias locales. El examen físico debe identificar cualquier problema especial de salud o cualquier discapacidad que pueda requerir atención especial o que pueda limitar las actividades del niño. Cualquier niño que recibe servicios de *Medi-Cal* puede recibir un examen físico con el *Medi-Cal* durante los meses de verano antes de matricularse en el programa preescolar. La Agencia del Condado de Salud y Prevención de Impedimentos de Niños y Jóvenes (CHDP) debe pagar por el examen físico después que el niño se registre en el Programa Preescolar del Estado y es la responsabilidad de los padres o guardianes de asistir a la cita.

Vacunas

Los estudiantes deben ser inmunizados contra ciertas enfermedades transmisibles. Los estudiantes están prohibidos de asistir a la escuela al menos que complan con los requisitos de inmunización para su edad y grado. El distrito escolar debe cooperar con los funcionarios de salud locales en las medidas necesarias para la prevención y control de enfermedades contagiosas en niños de edad preescolar. El distrito puede usar cualquier fondo, propiedad o personal y puede permitir a cualquier persona con licencia de médico o una enfermera registrada para administrar un agente de inmunización a cualquier estudiante cuyos padres hayan dado su consentimiento por escrito.

A partir del 1 de enero de 2016 los padres de los estudiantes en cualquier escuela, ya no serán autorizados a presentar una exención por creencias personales para una vacuna que se exige actualmente. Una exención por creencias personales en los archivos de la escuela antes del 1 de enero de 2016 seguirá siendo válida hasta que el estudiante entre al lapso siguiente de grado en kindergarten (incluyendo el kindergarten de transición) o 7º grado.

Los estudiantes no están obligados a tener vacunas si asisten a una escuela privada basada en el hogar o un programa de estudios independientes y no reciben instrucción basada en el aula. Sin embargo, los padres deben seguir proporcionando a sus escuelas registros de inmunización para estos estudiantes. Los requisitos de inmunización no prohíben a los estudiantes el acceso de educación especial y servicios relacionados requeridos por sus programas de educación individualizada.

Un estudiante que no está totalmente inmunizado puede ser excluido temporalmente de una escuela u otra institución cuando ese niño ha sido expuesto a una enfermedad específica y cuya prueba documental de su estado de inmunización no muestra prueba de inmunización contra una de las enfermedades transmisibles descritos anteriormente. La ley estatal requiere las siguientes vacunas antes de que un niño pueda asistir al program preescolar:

Solamente los niños que hayan sido vacunados contra la difteria, tos ferina, poliomielitis, Hepatitis B, tétano, paperas, sarampión, y viruela pueden ser admitidos.

Excepciones

La excepción al requisito de vacunas se permite cuando:

1. Un niño con problemas médicos, los cuales de acuerdo a una declaración del doctor, prohíben temporal o permanentemente las vacunas requeridas. Sin embargo, cuando hay una buena causa para creer que un niño está padeciendo de una enfermedad infecciosa o contagiosa, el niño deber ser excluido temporalmente del programa hasta que el oficial local de salud esté satisfecho de que la enfermedad infecciosa o contagiosa ya no existe.

Health Requirements for students

Arrangements are made for parents to coordinate physical examinations, vision and hearing screening, and immunizations with local health clinics whenever possible.

Physical Examinations

A physical examination and evaluation, including age-appropriate immunizations, are required for each child prior to attendance in preschool. Each agency or district determines the specific amount of time to be allowed for completion of such examinations. Local medical advisers and county health agencies are consulted in establishing a reasonable time frame based on local circumstances. The physical examination should identify any special health problems or disabilities, which will require special attention or limit the child's activities. Any child who is a Medi-Cal recipient may receive a Medi-Cal physical examination during the summer months prior to preschool enrollment. The county's Child Health Disability Prevention (CHDP) Agency will fund the physical examination after the child is enrolled in the State Preschool Program and it is the responsibility of the parent/guardian to keep the appointment.

Immunizations

Students must be immunized against certain communicable diseases. Students are prohibited from attending school unless immunization requirements are met for age and grade. The school district shall cooperate with local health officials in measures necessary for the prevention and control of communicable diseases in preschool and school aged children. The district may use any funds, property, or personnel and may permit any person licensed as a physician or registered nurse to administer an immunizing agent to any student whose parents have consented in writing.

Beginning January 1, 2016, parents of students in any school will no longer be allowed to submit a personal beliefs exemption to a currently required vaccine. A personal beliefs exemption on file at school prior to January 1, 2016 will continue to be valid until the student enters the next grade span at kindergarten (including transitional kindergarten) or 7th grade. Students are not required to have immunizations if they attend a homebased private school or an independent study program and do not receive classroom-based instruction. However, parents must continue to provide immunizations records for these students to their schools. The immunization requirements do not prohibit students from accessing special education and related services required by their individualized education programs.

A student not fully immunized may be temporarily excluded from a school or other institution when that child has been exposed to a specified disease and whose documentary proof of immunization status does not show proof of immunizations against one of the communicable diseases described above. State law requires the following immunizations before a child may attend school:

Students entering the preschool program must present a health record which shows immunization against diphtheria, whooping cough, poliomyelitis, Hepatitis B, tetanus, mumps, measles, and chicken pox.



Exemptions

Exemption from immunization requirements is allowed when:

1. A child with a medical problem, which, according to the statement of a physician, prohibits the required immunizations, temporarily or permanently. However, if there is a good cause to believe that a child is suffering from a recognized contagious or infectious disease, the child shall be temporarily excluded from the program until the local health officer is satisfied that no infectious disease exists.

Asistencia Escolar

Los padres deben de ingresar las entradas y salidas de los niños, usando su firma completa.

- **Solo las personas autorizadas en la Tarjeta de Emergencia y mayores de 18 años pueden recoger a los niños.**
- **Los padres DEBEN recoger a sus niños a tiempo.** Un aviso de terminación se puede emitir después de tres (3) advertencias por escrito.

Los estudiantes deben asistir a clases todos los días y llegar a tiempo. Cuando algún niño no se presente a clases, los padres deben mandar una nota explicando la razón de la ausencia. **La asistencia regular tiene una parte importante en los logros de los estudiantes. Las faltas sin excusa no deben sobrepasar 3 días. Es la responsabilidad de los padres de comunicarse con la maestra si el niño no asiste a clase o de lo contrario el niño puede ser rebajado del programa.**

Faltas Justificadas Incluyen:

1. Enfermedad/Cuarentena del niño o niña/padre o madre
2. Emergencia familiar (enfermedad serias de los padres, funeral, citas de inmigración y oficinas de gobierno, circunstancias imprevistas repentinas)
3. Visitas ordenadas por la corte son sin límite (debe traer la orden de la corte)
4. Días de Mejor Interés

Si su niño o niña tiene calentura, vómito, diarrea o tuvo calentura en las últimas 24 horas, por favor que se quede en casa.

Faltas Sin Justificación Incluyen:

1. Se quedó dormido
2. Sin transportación
3. Lluvia
4. Personal

Días de Mejor Interés

Días de Mejor Interés son 10 ausencias justificadas por año y son a la discreción del padre o madre.

Medicamentos

Las maestras no pueden administrar medicamentos a los niños. Los padres deben hacer arreglos con el personal de la oficina escolar para darles medicamentos a los niños durante las horas de escuela; esto requiere órdenes de doctor. Al comienzo del año escolar, los padres, madres o guardianes recibirán información sobre cómo obtener seguro médico para sus hijos si lo desean.

Paseos Escolares

Paseos escolares del programa preescolar son un privilegio y no son un mandato. Se anima la participación de padres durante estos eventos. Como en el caso de la participación en el salón, no se permite hermanos en los paseos. Si los padres no pueden acompañar a su niño pueden mandar a otro adulto en su lugar. Este adulto debe satisfacer los reglamentos de voluntarios que se encuentran en las pagina 8.

General Safety Rules

This is a partial list of safety rules that we may ask parental help in enforcing with the children:

- Running is allowed outside on the grass areas only. Children should not run on the concrete portion of the play area, and should not run inside the classroom facility.
- Children using the slide must do so feet first.
- Balls are the only object allowed to be thrown. Children may not throw sand, toys, blocks, etc.
- “Indoor voices” must be used inside the classroom so that children can hear any instructions from teachers that may pertain to safety.

The Oxnard School District believes high expectations for student behavior, effective classroom management and parent involvement can minimize the need for discipline. Staff shall use preventative measures and positive conflict resolution techniques whenever possible. If necessary, teachers will request conferences with parents to address student behavior and implementation of a behavior improvement plan. Students possessing, exhibiting or threatening others with a weapon, dangerous instrument or imitation firearm are subject to suspension and/or expulsion in accordance with law, Board policy or administrative procedures.

Accidents, Injuries and Emergencies

We take precautions to provide a safe environment for your child. However, accidents do happen. Minor injuries will be taken care of at the preschool and an accident report will be sent home. In the event of a serious injury, parents will be notified immediately and action will be taken if necessary. **For this reason, it is extremely important that all of the information on your child’s emergency card is up-to-date at all times.** In a medical emergency, 911 will be called.

Fire, Disaster & Lock Down Drills

The preschool will participate in fire, disaster and lock down drills. Parents will be informed of all drills through the teacher notices.

Health and Safety Information

At Oxnard School District, safety is one of our top priorities. Your children are precious to us and we have implemented policies to make sure our school is a safe and healthy environment. Your child will be monitored from the time you drop them off until the moment you pick them up.



Elegibilidad Para Servicios Preescolares

Conformidad a requisitos, los niños son matriculados según los requisitos legales del Departamento de Educación de California - Programa Preescolar Estatal. Los requisitos para los programas preescolares son los siguientes:

Edad: Los niños deben cumplir cuatro años el o antes del 1 de diciembre. Se puede dar servicios a niños de 3 años después que todos los niños de 4 años reciban servicios.

Ingresos: Los ingresos de la familia deben ser iguales o más bajos del nivel máximo aprobado para el año en curso. Tome en cuenta las siguientes especificaciones:

- Los ingresos brutos mensuales de la familia son verificados con una declaración de ingresos, que acompaña el pago del empleador (talones de cheque), y por completar la forma *Verificación de Empleo* por el empleado.
- Las personas que trabajan por temporadas pueden calcular sus ingresos haciendo un promedio de los últimos doce meses por medio de documentación (talones de cheque).
- Cuando los ingresos de la familia son en efectivo en vez de por medio de cheque, estos ingresos se deben verificar por medio de una declaración escrita por parte del patrón (*Verificación de Empleo*).
- Se deben verificar los ingresos en bruto de las personas que tienen negocio propio (*income tax del año previo y reportes de negocio, carta de la fuente de ingresos*).

Prioridades para Ingresar

Más niños pueden cumplir los requisitos de elegibilidad que puedan ser servidos por el distrito. En la determinación de cuales niños serán matriculados, se aplica la siguiente lista de prioridad:

1. Niños recibiendo Servicios de Protección o niños que están a riesgo de ser descuidados, abusados, o explotados
2. Niños de cuatro años de edad con los ingresos más bajos
3. Niños de tres años de edad con los ingresos más bajos
4. La familia es receptor de asistencia pública
5. Familia sin hogar

Las listas de clases se hacen en Julio antes del comienzo del año escolar nuevo. Las matrículas subsecuentes se toman de la *Lista de Espera*, con prioridad a los niños cuyas familias tengan los ingresos más bajos, sin importar la fecha en que completaron la aplicación. El Distrito Escolar de Oxnard mantiene una lista de espera para el propósito de matrícula de acuerdo del código de regulaciones de California, título 5, sección 18106.

Confidencialidad - El proceso de matriculación requiere completar formas requeridas por el estado y distrito. Esta información se guarda en completa confidencialidad. Esta información no se comparte sin la autorización por escrito de padres.

Aviso de Acción/Petición del Padre para una Audiencia

Aprobación o negación de servicios se comunicará a los padres por medio de un documento por escrito llamado *Aviso de Acción*. El *Aviso de Acción* se mandará por correo dentro de 30 días de la fecha que los padres firmaron la aplicación. Si los padres no están de acuerdo con la acción pueden pedir una audiencia dentro de 14 días que recibieron el *Aviso de Acción*. Al pedir una audiencia, tal acción se suspende hasta que se complete el proceso de la revisión.

Eligibility for Preschool Services

Pursuant requirements, children are enrolled based on the legal requirements of California Department of Education - State Preschool Program. The requirements for preschool programs are:

Age: Children must be 4 years old on or before December 1st. 3-year olds can be served after all 4-year olds are served.

Income: Family income must be at or below the ceilings approved for the current year.

Specific items that should be kept in mind:

- Gross monthly family income must be verified with a statement of earnings, which accompanies payment from the employer (pay stubs). And completion of an *Employment Verification* form by the employer.
- Seasonal workers may average their gross income over the previous twelve months via documentation (pay stubs).
- Where income is received as cash, rather than by check, the amount is verified by a written statement from the employer (*Employment Verification*).
- Gross income must be verified for self-employed persons (*income tax returns for the previous year and business reports/ledgers, letter from source of income*).

Admissions Priorities

More children may meet the eligibility requirements than can be served by the District. In the determination of which children should be enrolled, the following priority applies:

1. Children receiving services from Child Protective Services or children at risk of being neglected, abused, or exploited
2. Four-year-olds with lowest income
3. Three-year-olds with lowest income
4. Family is a public assistance recipient
5. Homelessness

Class lists are formed in July, prior to the opening date of the new school year. Each subsequent participant is drawn from the *State Preschool Waiting List* with priority for the child whose family has the lowest income, regardless of date of application. The Oxnard School District maintains a waiting list for the purposes of enrollment into the program pursuant to California Code of Regulations, Title 5, Section 18106.

Confidentiality - Enrollment process requires completion of state and district documents. Information gathered through this process is kept confidentially. This information is not shared without the written consent of parents.

Notice of Action/Parent Request for Hearing

Approval and/or denial of preschool services shall be communicated to the applicant through a written statement referred to as a *Notice of Action*. The *Notice of Action* shall be mailed to parents within 30 calendar days from the date application was signed by parent. If parent disagrees with an action, the parent may file a request for a hearing within fourteen calendar days of the date the *Notice of Action* was received. Upon filing a request for a hearing, the intended action shall be suspended until the review process has been completed.

Reglas Generales sobre Seguridad

Esta es una lista parcial de las reglas de seguridad para las cuales deseamos solicitar el apoyo de los padres con el fin de que se cumplan y refuercen con sus niños:

- No se permite correr dentro de las instalaciones. Se puede correr afuera sobre el pasto y únicamente en las áreas de corteza. Los niños no deben correr en el área pavimentada del patio de recreo.
- Los niños que se suban a la resbaladilla deben colocarse primero con las piernas hacia el frente.
- El único objeto que se puede lanzar son las pelotas. Los niños no pueden arrojar arena, lanzar juguetes, bloques, etcétera.
- Cuando en el salón, se debe emplear un “tono apropiado de voz” para que los niños puedan escuchar las instrucciones de los maestros relacionadas con la seguridad.

El distrito escolar de Oxnard cree que las altas expectativas del comportamiento de estudiantes, el manejo efectivo del salón y la involucración de padres puede reducir la necesidad de la disciplina. El personal usa métodos preventivos, resoluciones y técnicas positivas todas las veces que sea posible. Si es necesario, la maestra convocara una conferencia con padres para atender del comportamiento del estudiante, e implementar un plan de mejoramiento. Estudiantes que poseen, muestran, o amenazan a otros con un arma, instrumento peligroso o arma de imitación son sujetos a suspensión y/o expulsión de acuerdo a la ley, pólizas de la mesa directiva o procedimientos administrativos.

Accidentes, Lesiones y Emergencias

Tomamos las precauciones necesarias para proveerle a su hijo(a) un ambiente seguro. Sin embargo, los accidentes suceden. Las lesiones leves serán atendidas en el preescolar y se enviará a casa un resumen del accidente. En caso de que ocurra una lesión seria, se les notificará de inmediato a los padres y se efectuarán las medidas necesarias. **Por tal motivo, es absolutamente importante que toda la información detallada en la tarjeta de emergencia de su hijo(a) este actualizada en todo momento.** En caso de una emergencia médica, se contactará al 911.

Simulacros de Incendio, Desastre y de Cierre de Emergencia

El preescolar participará en simulacros de incendio, desastre y cierre de emergencia. Se les avisará de todos los simulacros a través de notificaciones de la maestra.

Información sobre la Salud y la Seguridad

Para el Distrito Escolar de Oxnard, la seguridad es una de nuestras prioridades principales. Sus hijos son lo más precioso para nosotros y hemos implementado reglas para cerciorarnos de que nuestra escuela sea un ambiente seguro y saludable. Su hijo será monitoreado desde el momento en que Usted lo deje en la escuela hasta el momento en que Usted lo recoja.

Description of Preschool Program

Preschool programs covered by this handbook are part-day educational programs for four-year-old children. The preschool facilities are licensed through State of California Community Licensing and are in good standing with the California Department of Education. Site Administrators, Teachers and Preschool Instructional Assistants hold required qualifications.

Classroom Environment

The classroom environment invites children to discover, create, explore, experiment, observe, discuss, and share. It is designed to be age-appropriate for the students.

Children's Program

The curriculum children experience is child-centered and reflects the program goals and objectives. Materials and activities are age and developmentally appropriate, meet the child's individual needs, interests and desires; and capitalizes on the child's strengths. The activities are open-ended providing for experimentation, problem solving and discussion between the children.

Site Personnel

Site personnel appreciate and value each child in their program. They are nurturing, compassionate people who are active listeners and care about each child. They appreciate, are sensitive to, accept and value the cultural, ethnic, and linguistic diversity of the children and hold each child's family in high regard. Teachers and Instructional assistance are provided with professional development opportunities to extend their knowledge of high quality instructional strategies.

Parent and Staff Partnership

Program personnel and parents acknowledge their joint responsibility for the education of the children and work together to establish partnerships based on mutual trust and respect. Parents and teachers work together on student conferences and parent workshops.

Administration

Administrators are knowledgeable about how children grow, develop and learn. They use this knowledge in designing a developmentally appropriate children's program.

Dress Code

All children should come to school in clothes suitable for many activities and play. They should wear comfortable shoes, Tennis shoes are recommended. No flip flops or open toed sandals as they can be dangerous and are not suitable for school. Play clothes are more appropriate. **Children in the preschool program are not required to wear school uniforms.**

Filosofía y Metas

Los programas preescolares son establecidos para proveer un ambiente enriquecido que beneficie el desarrollo intelectual, físico, emocional, social y cultural de su niño. Estudios muestran que los programas preescolares de calidad reducen la necesidad de clases remediadores en los grados subsecuentes. Durante los años preescolares, los niños desarrollan características que afectan su habilidad de aprendizaje de toda su vida.

El objetivo doble de nuestro programa preescolar es: Niños y sus Padres. Estudiantes se les provee experiencias apropiadas a su edad, en ambientes de alta lectura, y por personal capacitadas. Reconocemos que la familia tiene la mayor influencia en las capacidades del aprendizaje de un niño. La participación de padres en las actividades del salón les da la oportunidad de observar la conducta de su propio niño en un establecimiento formal de aprendizaje y les permite reforzar el aprendizaje en el hogar. Esperamos que al implementar el objeto doble prepararemos a nuestros estudiantes y familias a los rigores de la primaria y que nuestros estudiantes lleguen al kínder listos para aprender.

Diversidad Cultural/Igualdad de Géneros

Vivimos en una sociedad diversa. Una sociedad que incluye diferentes culturas, creencias y características físicas y mentales. Enseñarle acerca de la diversidad puede ayudarle a su niño a ser imparcial, justo, respetuoso de los derechos y sentimientos de otros, y consiente de las semejanzas y las diferencias de otras personas. Su niño puede estar mejor preparado para la supervivencia en un mundo que rápidamente va cambiando, un mundo donde las personas de diferentes culturas, religiones y antecedentes aprenderán, trabajaran y vivirán juntos, y las naciones estarán ligadas más cerca por medio de la tecnología y del comercio. Aun los niños pequeños pueden notar las diferencias en géneros, el color de la piel, habilidades físicas, etc., y comienzan a formar sus opiniones. El auto-estima saludable permite a los niños aceptar a otros. El sentirse orgulloso de uno mismo y de sus antecedentes no es lo mismo que sentirse superior a otros.

Nutrición

Todos los programas preescolares deben incluir la alimentación en sus programas; el requisito mínimo es un bocadillo el cual debe incluir dos grupos básicos de comida. Estudiantes en nuestro programa se le provee desayuno o almuerzo. Los programas preescolares deben adherirse a todas las leyes concernientes al manejo y la preparación de las comidas esto incluye completar la aplicación del programa de nutrición. Los alimentos se consumen en el salón, y los sobros se deshacen de acuerdo a las regulaciones del distrito. Padres pueden comprar un desayuno o almuerzo de la cafetería y participar en la hora de la comida. La hora de la comida proporciona alimentación adecuada y oportunidades de aprendizaje. Durante la hora del bocadillo, se proporcionan oportunidades para:

1. Proporcionar y construir experiencias de salud, ciencias y matemáticas.
2. Aumentar el conocimiento del sabor, el olfato y de la vista.
3. Proporcionar interacción social con los adultos y con otros niños.
4. Enriquecer el conocimiento de los niños acerca de las comidas.
5. Establecer un ambiente placentero para comer.

Philosophy and Goals

Preschool programs are established for the provision of an enriched environment to benefit your child's intellectual, physical, emotional, social and cultural development. Increasingly, research shows that quality preschool programs reduce the need for remedial classes in subsequent grade levels. During their pre-kindergarten years, children develop characteristics which affect their lifelong ability to learn.

The dual focus of our preschool programs is: Children, and their Parents. Children are provided with age and developmentally appropriate experiences, in literacy rich environments, by highly qualified personnel. We acknowledge that the family has the most influence on a child's learning potential. The participation of parents in classroom activities provides for observation of their own child's behavior in a formal learning setting and allows for the reinforcement of learning at home. We expect implementing a combined focus/goal will prepare students and families for the rigors of kindergarten and students step into kindergarten ready to learn.

Cultural Diversity/Gender Equity

We live in a diverse society, a society that includes people of many races, cultures, beliefs, and physical and mental characteristics. Teaching your child about diversity can help your child grow up to be open-minded, fair, respectful of others' rights and feelings, and aware of people's similarities and differences. Your child will be better prepared for life in a rapidly changing world, a world in which people of different cultures, backgrounds, and religions will learn, work and live together, and different nations will be more closely linked by communication technology and trade. Even young children notice differences in gender, skin color, physical abilities, and begin to form opinions. Healthy self-esteem allows children to accept others. Feeling good about yourself and your background is not the same as feeling superior to others.

Nutrition

Preschools are required to include nutrition in their programs; the minimum requirement is a snack, which includes two basic food groups. Students in our program are provided breakfast or lunch. Oxnard School Preschool programs must adhere to all regulations regarding access to nutrition program, food handling and preparation; this includes parents completing a Child Nutrition application. Meals are consumed in the classroom; uneaten portions are disposed of according to district regulations. Parents may purchase breakfast or lunch and join in the classroom mealtime. Mealtimes provide for adequate nutrition and opportunities for learning. During meal times, opportunities are provided to:

1. Provide and build concepts in health, science, and mathematics.
2. Broaden taste, smell, and visual awareness.
3. Provide social interaction with adults and other children.
4. Enrich children's knowledge of food.
5. Establish a pleasant eating environment.

Descripción del Programa Preescolar

Los programas preescolares que se describen en este folleto son programas educativos de medio día para niños de cuatro años de edad. Las instalaciones mantienen los permisos requeridos por el estado de California y mantienen buena postura con el departamento de educación del estado de California. Administradores, maestras, y asistentes mantienen las credenciales requeridas.

Ambiente Escolar

El ambiente del salón invita a los niños a descubrir, crear, explorar, experimentar, observar, discutir y compartir. El ambiente está diseñado a ser apropiado para edad de los estudiantes.

Programa Para Los Niños

El plan de estudio que los niños experimentan está centrado en el niño y refleja las metas y objetivos del programa. Materiales y actividades son apropiados para el desarrollo y de esta edad; satisface las necesidades individuales de los niños, sus intereses y deseos y saca provecho de la capacidad de los niños. Las actividades proveen a los niños con experimentos, solución de problemas y discusiones entre los niños.

Personal de la Escuela

El personal de la escuela aprecia y valora a cada niño en el programa. Son personas compasivas que escuchan y se preocupan por cada niño. Las maestras aprecian y son sensibles a, aceptan y valoran la cultura, los grupos étnicos y la diversidad lingüística de los niños y sostienen a cada familia en alto respeto. A las maestras y asistentes se les provee entrenamientos para aumentar su capacidad e entendimiento de estrategias de alta calidad.

Asociación de Padres y Personal de la Escuela

El personal de la escuela y los padres reconocen su mutua responsabilidad por la educación de los niños y trabajan juntos para establecer una colaboración basada en la confianza y el respeto mutuo. Los padres junto con las maestras colaboran en las conferencias de los estudiantes y en los talleres para los padres.

Administración

Los administradores están bien instruidos acerca del crecimiento y el desarrollo de los niños y de cómo aprenden. Ellos usan esta sabiduría al diseñar un programa apropiado para el desarrollo de los niños.

Código de Vestir

Todos los niños deben venir a la escuela con ropa adecuada para todo tipo de actividades incluyendo el juego. Deben usar zapatos cómodos, se recomiendan tenis. No se permiten las chancletas o las sandalias abiertas ya que éstas pueden ser peligrosas y no son aconsejables para usar en la escuela. La ropa para jugar es la más apropiada. **No es un requisito que los niños usen uniformes escolares en el programa preescolar.**

Schedule of Daily Activities Includes (but not to be limited to):

1. Verbal communication and the effective use of language in all experiences
2. Problem-solving skill development and concept formation
3. Creative expression and aesthetic appreciation
4. Experience building knowledge in all curriculum areas
5. Perceptual training to develop discriminatory skills
6. Development of a healthy self-concept
7. Experience building knowledge of various cultures
8. Peer interaction as well as interaction with adults
9. Large-group, small-group and individual experiences
10. Body movement for both large and fine motor development
11. Practice of good health and safety habits
12. Nutrition education as well as a healthy meal

Program Length

All programs will follow the District school calendar.

- ◆ No child may participate in more than one preschool class session per day.
- ◆ The Oxnard School District State Preschool Program provides class sessions of at least three hours per day. Home-to-school transportation time is not considered class time.
- ◆ Programs operate five days per week Monday through Friday.
- ◆ Children are enrolled for five days per week.
- ◆ Oxnard School District State Preschools operate a minimum of 175 days for at least three hours per day during the program year
- ◆ Morning Session runs 8:00am – 11:00am
- ◆ Afternoon Session runs 11:05am – 2:05pm

Evaluation of Children's Progress

Several methods are available to members of the instructional staff to encourage the systematic observation of children's behavior and the preparation of cumulative progress records. Informal evaluation of each child's development is a daily activity. A portfolio of individual student work will be maintained on all students. Individual progress and student portfolios are shared with parents during Parent/Teacher conferences.

Program Self Evaluation

Our preschool program adheres to State mandates by performing a yearly self-evaluation, and using findings to improve program quality. Key areas assessed are classroom environment, student growth and learning, and parent knowledge of child development.



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Horario de Actividades Diarias Incluye (pero no limitarse a):

1. Comunicación verbal y el uso efectivo del lenguaje
2. Desarrollo de las habilidades para resolver problemas y formar conceptos
3. Expresión creativa y la apreciación estética
4. Experimentar el aumento del conocimiento en todas las áreas del currículum
5. Entrenamiento perceptivo para desarrollar habilidades discriminatorias
6. Desarrollar un concepto saludable de uno mismo
7. Experimentar el aumento del conocimiento de varias culturas
8. Interacción con sus compañeros así como con personas adultas
9. Experiencias en grupos grandes, grupos pequeños y las experiencias individuales
10. Movimientos para desarrollar las habilidades brutas y finas del cuerpo
11. Practicar los buenos hábitos de sanidad y seguridad
12. Educación acerca de la nutrición así como una comida saludable

Duración del Programa

Todos los programas seguirán el calendario tradicional del distrito escolar.

- ◆ Ningún niño puede participar en más de una sesión de clase preescolar por día.
- ◆ El Programa Preescolar del Distrito Escolar de Oxnard ofrece sesiones de clases de al menos tres horas por día. El tiempo que emplean viajando del hogar a la escuela no se considera tiempo de clase.
- ◆ Los programas están en operación cinco días por semana, de lunes a viernes.
- ◆ Los niños son matriculados por cinco días a la semana.
- ◆ El Programa Preescolar Estatal del Distrito Escolar de Oxnard funciona un mínimo de 175 días por tres horas cada día durante el programa anual.
 - ◆ Sesión de la mañana corre de 8:00am – 11:00am
 - ◆ Sesión de la tarde corre 11:05am – 2:05pm

Evaluación del Progreso de los Niños

Hay varios métodos disponibles a los miembros del personal educativo para la observación sistemática del comportamiento de los niños y para la preparación de informes cumulativos de sus adelantos. La evaluación informal del desarrollo de cada niño es una actividad diaria. Se mantendrán portafolios del trabajo individual de todos los estudiantes. Adelantos individuales y portafolios del estudiante se comparten con padres durante las conferencias de padre y maestro.

Evaluación de Cuenta Propia del Programa

Nuestro programa preescolar observa e mandato estatal con ejecutar una evaluación de cuenta propia anualmente, y usar los resultados para mejorar la calidad del programa. Áreas claves que asesoran son el ambiente escolar, el aprendizaje y crecimiento del estudiante, y el conocimiento de padres sobre el desarrollo infantil.

Parent Involvement

Parents are involved in preschool programs before school begins through an orientation meeting, and during the school year through parent-teacher conferences, classroom participation, parent education workshops, and other various activities like parent surveys. Coordination of school and community efforts, including close communication, further strengthens the services available to parents.

Parent-Teacher Conferences

The parent-teacher conferences are part of home-school relationships. An important purpose of these conferences is to include parents in the shared responsibility for the education of their children. Conferences among all adults providing instruction are scheduled to share the goals of the program, observations of individual child behavior, as well as the individual progress of each child. These conferences are held twice per year.

Parents in the Preschool Classroom

Evaluation studies indicate that children whose parents become involved in their education **make substantially greater gains** than do children whose parents do not participate. This is an optimal opportunity for parents to learn strategies to extend their child's learning experience at home.

Parents are highly encouraged to participate in their child's classroom. Other family members may volunteer in place of the parent IF they are at least 21 years old.

All volunteers must provide the following:

- Cleared Tuberculosis test
- Fingerprint clearance – obtained through the district at no cost to families
- Measles, Pertusis, and Influenza immunizations (parents may opt out of Influenza by submitting a written statement)

When parents come to the preschool, their participation may range from observation to assigned tasks such as preparing materials and yard activities depending on the program needs and the interest of the individual parent. Parents are also highly encouraged to attend all parent meetings and workshops scheduled throughout the school year.

Children who are not enrolled in the program may NOT come with the parent during volunteer days.

Cell phone use **is not permitted** during volunteer hours.



Bienvenidos

Deseamos darles la bienvenida a usted y su familia al Programa Preescolar Estatal. Tenemos un programa único y esperamos que ésta sea una amistad próspera. Nuestro personal siempre está dispuesto a trabajar en cooperación con los padres.

Este manual fue desarrollado para contestar algunas preguntas que ustedes puedan tener acerca de nuestras pólizas y programa. Por favor dediquen unos momentos a la lectura de este manual y manténgalo en un lugar conveniente para rápidamente poderlo usar. Si en cualquier momento tienen alguna pregunta, preocupación o sugerencia por favor no duden en compartirlas con nosotros.

Comunicado de Participación

La Mesa Directiva del Distrito Escolar de Oxnard cree en la importancia de que los padres/tutores y miembros de la comunidad tomen un interés en los asuntos que afectan al distrito escolar y a los estudiantes. Por eso, la Mesa Directiva anima a todo padre/tutor y miembro de la comunidad interesado a que visite las escuelas y participe en el programa educativo.

Requisitos No Sectarios y No Discriminatorios

El programa estatal preescolar del distrito es establecido de acuerdo con guías estatales y está disponible para cualquier niño que sea elegible sin tomar en consideración el sexo, orientación sexual, género, identificación de grupo étnico, raza, linaje, origen nacional, religión, color, discapacidad mental o física.

Ningún programa educativo preescolar puede incluir la devoción o la instrucción religiosa ni se pueden usar fondos para el apoyo general de cualquier sistema escolar privado o relacionado con la iglesia.

Proceso Uniforme de Quejas

Un proceso uniforme de quejas se usará para tratar cualquiera queja alegando el fracaso del distrito en cumplir con leyes estatales y/o federales relacionadas con programas educativos. Información sobre el Proceso Uniforme de Quejas (*Póliza 1312.3*), Acoso Sexual (*Pólizas 4119.11, 4219.11, 4319.11, y 5145.7*), el Proceso Uniforme de Quejas Williams (*Póliza 1312.4*) se puede encontrar en la página del Internet del Distrito en www.oxnardsd.org.

Welcome

We wish to welcome your family to our State Preschool Program. We have a unique program and we are looking forward to a rewarding friendship. Our staff is always pleased to work in cooperation with parents.

This handbook was developed to answer some of the questions you may have concerning our policies and program. Please take the time to read this handbook and keep it in a convenient place for quick reference. If at any time you have any questions, concerns, or suggestions, please feel free to share them with us.

Open Door Statement

The Oxnard School District Board of Trustees believes that it is important for parents/guardians and community members to take an active interest in the issues affecting district schools and students. Therefore, the Board encourages interested parents/guardians and community members to visit the schools and participate in the educational program.

Non-Discrimination and Non-Sectarian Requirements

The Oxnard School District State Preschool Program is established in accordance to state guidelines, and is available to any child who is eligible, without regard to sex, sexual orientation, gender, ethnic group identification, race, ancestry, national origin, religion, color, or mental or physical disability.

No preschool educational program may include religious worship or instruction, nor may any funds be used for the general support of any private or church-related school system.

Uniform Complain Procedures

Uniform complaint procedures shall be used to address any complaint alleging the district's failure to comply with state and/or federal laws related to educational activities. Uniform Complaint Procedures (*Board Policy 1312.3*), Sexual Harassment (*Board Policy 4119.11, 4219.11, 4319.11, and 5145.7*), and Williams Uniform Complaint Procedures (*Board Policy 1312.4*) can be found on the District's web page at www.oxnardsd.org.



Participación de Padres

Los padres se involucran en los programas preescolares antes de empezar la escuela a través de una junta de orientación, y durante el año escolar a través de conferencias entre los padres y las maestras, participación en el salón de clases, talleres de educación para los padres, y otras actividades como encuestas. La coordinación y los esfuerzos de la escuela y la comunidad incluyendo la estrecha comunicación refuerzan aún más los servicios disponibles a los padres.

Conferencias Entre Padres y Maestras

Las conferencias entre los padres y las maestras forman parte de la relación entre el hogar y la escuela. Un propósito importante de estas conferencias es de incluir a los padres en la responsabilidad de la educación de sus hijos. Conferencias entre los adultos que proveen instrucción son programadas para compartir tanto las metas del programa como el adelanto individual de cada niño y las observaciones acerca del comportamiento de cada niño. Estas conferencias ocurren dos veces por año.

Los Padres en el Salón Preescolar

Los estudios de evaluación indican que los niños cuyos padres participan en su educación **progresan más** que los niños cuyos padres no participan. Esta es una oportunidad sin igual para que padres aprendan las estrategias para extender el aprendizaje de sus hijos en casa.

Le animamos participe en el salón de clases de su hijo(a). Otros miembros de la familia pueden servir como voluntarios en vez de los padres SOLO si tienen por lo menos 21 años de edad.

Todo voluntario tiene que proveer lo siguiente:

- Prueba de Tuberculosis librada
- Huellas digitales librada – obtenido por medio del distrito a ningún costo a familias
- Pruebas de vacunas; Sarampión, Pertusis, e Influenza (padres pueden optar no a la Influenza por medio de una declaración escrita)

Cuando los padres vienen al salón preescolar su participación puede ser de observar hasta hacer algo que les hayan asignado tal como preparar materiales o actividades de recreo según las necesidades del programa y los intereses particulares de los padres.

Los niños que no están matriculados en el programa preescolar NO pueden venir con los padres

No se permite el uso de teléfonos celulares mientras su estancia del salón.

Parent Education Program

Regular parent education meetings are planned cooperatively with parents and are held at least eight times a year, the meetings:

1. Include topics suggested by the parents
2. Include discussions related to the preschool program goals
3. Are designed to give parents a better understanding of child growth and development
4. Provide parents with information related to parenting skills

Parents may identify mutual special interests aside from the matters of child rearing and education. Whenever possible, staff members encourage and even assist in planning classes according to the expressed needs of the group, such as nutrition and meal planning, dealing with tragedies, domestic violence prevention or on topics or needs expressed by parents.

Parent Advisory Committee

Parent Advisory Committee is made up of parents and staff. The meetings are held every trimester. The purpose of the Parent Advisory Committee is to guarantee the effective and significant participation of parents with participating children, support the collaboration between school and home, advice the district on issues related to services to families and children, empower the role of parents as active participants in the education of their children and to advocate their own educational needs.

Communication with Schools and Community

The preschool program for children and parents is a part of the total education effort of the community. As such, it is important for the preschool staff to be aware of how their program relates to the kindergarten, primary, and upper grades. Communication is established between preschool and the elementary schools which will be receiving the preschool program children in subsequent years. Activities are planned throughout the school year to ensure articulation between programs. Some of these activities might be cross-visitations by the preschool and kindergarten teaching staff, participation of preschoolers in the elementary school holiday festivals, and orientation sessions for parents held by kindergarten staff. Equally important is the need to promote a better understanding throughout the community of the goals, objectives, and activities of the preschool program. Such information is readily available to community members. The district provides information to parents to enable them to make maximum use of community services and resources.

Thank you for choosing Oxnard School District State Preschool as the early education program for your child and family!

Preschool Personnel / *Personal Preescolar*

Ritchen 2200 Cabrillo Way 385-1572	Dr. Andres Santamaria, Principal/ <i>Directora</i> Flora Zuniga, Preschool Teacher/ <i>Maestra</i> Alejandra Pamatz, Preschool Teacher/ <i>Maestra</i>
Sierra Linda 2201 Jasmine Street 385-1581	Carmen Serrano, Principal/ <i>Directora</i> Teresa Cerball, Preschool Teacher/ <i>Maestra</i> Imelda Navarro, Preschool Teacher/ <i>Maestra</i>
Driffill 910 South E Street 385-1530	Carol Flores-Beck, Principal/ <i>Directora</i> Rosio Flores, Preschool Teacher/ <i>Maestra</i> Yolanda Magaña, Preschool Teacher/ <i>Maestra</i>
Elm 450 East Elm Street 385-1533	Leticia Ramos, Principal/ <i>Directora</i> Georgina Basaldua, Preschool Teacher/ <i>Maestra</i> Ariana Palomar, Preschool Teacher/ <i>Maestra</i>
McKinna 1611 South J Street 385-1563	Wendy Garner, Principal/ <i>Directora</i> Veronica Vanegas, Preschool Teacher/ <i>Maestra</i> Maria Mendez, Preschool Teacher / <i>Maestra</i>
Rose Avenue 220 S. Driskill Street 385-1575	Pablo Ordaz, Principal/ <i>Directora</i> Sanjuana Torres Garcia Preschool Teacher/ <i>Maestra</i> Angela Perez, Preschool Teacher / <i>Maestra</i>
San Miguel 2400 South J Street 385-1578	Dr. Jodi Nocero, Principal/ <i>Directora</i> Beatriz Chavez, Preschool Teacher/ <i>Maestra</i> Teresita Kubilos, Preschool Teacher/ <i>Maestra</i>



BOARD OF TRUSTEES / Mesa Directiva

Mr Ernest "Mo" Morrison, *President*

Mrs. Debra M. Cordes, *Clerk*

Mr. Denis O'Leary, *Member*

Mrs. Veronica Robles-Solis, *Member*

Ms. Monica Madrigal Lopez, *Member*

DISTRICT STAFF / Personal Del Distrito

Dr. Cesar Morales, *Superintendent*

Robin Freeman, *Assistant Superintendent Educational Services*

Anna Thomas, *Director of Curriculum, Instruction, and
Accountability*

Noemi Valdes, *Director of Early Childhood Education Programs*

Erica Murillo De Jeronimo, *Compensatory Education Assistant*

STATE PRESCHOOLS / Preescolares Estatales

Driffill State Preschool
Elm State Preschool
McKinna State Preschool
Ritchen State Preschool
Rose Avenue State Preschool
San Miguel State Preschool
Sierra Linda State Preschool

Programa de Educación para Padres

Por lo menos ocho veces al año se mantienen juntas regulares de educación de padres, planificadas cooperativamente con padres, las juntas:

1. Incluyen temas sugeridos por los padres
2. Incluyen discusiones relacionadas a los propósitos del programa preescolar
3. Son diseñadas para dar a los padres un mejor entendimiento del crecimiento y desarrollo infantil
4. Proporcionan a los padres con información relacionada con la habilidad de ser padres

Los padres pueden encontrar intereses mutuos aparte de las temas de criar y educar a los niños. Cada vez que sea posible, los miembros del personal animan y asisten en la planificación de clases de acuerdo a las necesidades que el grupo exprese tales como nutrición y planificación de comidas, discusiones sobre tragedias, la prevención de la violencia domestica o cualquier tema o necesidad expresada por los padres.

Comité Consejero de Padres

El Comité Consejero esta hecho de padres y personal. Las juntas se llevan a cabo cada cuarto de año. El propósito del Comité Consejero es de garantizar la participación efectiva y significativa de todos los padres de los niños participantes, apoyar la colaboración entre la escuela y el hogar, asesorar el distrito sobre cuestiones relacionadas con servicios a las familias y los niños, potenciar el papel de los padres en apoyar la educación de sus hijos y la promoción de sus propias necesidades educativas.

Comunicación con las Escuelas y la Comunidad

El programa preescolar para los niños y los padres forma parte del esfuerzo educativo de la comunidad. Como tal, es importante para el personal preescolar estar al tanto de la forma en que el programa se relaciona con el kindergarten y con los grados de primaria y secundaria. El personal preescolar debe establecer comunicación con las escuelas que reciben a los estudiantes del programa preescolar en años subsecuentes. Se planean actividades durante el año escolar para garantizar articulación entre programas. Algunas de estas actividades podrían ser el intercambio de visitas entre el personal del preescolar y el kindergarten, la participación de los niños preescolares en las festividades escolares de las escuelas elementarias y sesiones de orientación para los padres realizadas por el personal del kindergarten. Igualmente importante es la necesidad de promover una mejor comprensión a través de la comunidad acerca de las metas, los objetivos, y actividades del programa preescolar. Tal información es disponible para los miembros de la comunidad. El distrito proporciona a los padres la información que les permita hacer uso máximo de los servicios y refuerzos en la comunidad.

¡Gracias por elegir el Preescolar Estatal del Distrito Escolar de Oxnard como el programa de aprendizaje temprano para su estudiante y familia!

NOTES/NOTAS:



Oxnard School District

1051 South "A" Street • Oxnard, California 93030 • 805/385-1501 ext. 2322

State Preschool Parent Handbook

Preescolar Estatal Manual para Padres

2017-2018

Published and Distributed by Educational Services Department:
CURRICULUM, INSTRUCTION, & ACCOUNTABILITY
EARLY CHILDHOOD EDUCATION PROGRAMS



BOARD AGENDA ITEM

Name of Contributor: Janet Penanhoat

Date of Meeting: August 2, 2017

CLOSED SESSION _____

SECTION B: HEARINGS _____

SECTION C: CONSENT AGENDA _____

X Agreement Category:

_____ Academic

_____ Enrichment

_____ Special Education

_____ Support Services

_____ Personnel

_____ Legal

_____ Facilities

SECTION D: ACTION _____

SECTION E: REPORTS/DISCUSSION _____

SECTION F: BOARD POLICIES _____

Ratification of the District's Submission of the 2017-18 Consolidated Application for Funding (Penanhoat)

The California Department of Education (CDE) uses the Consolidated Application (ConApp) to distribute categorical funds from various federal programs to school districts throughout California. Annually, in June, each local educational agency (LEA) submits the spring release of the application to document participation in these programs and provides assurances that the district will comply with the legal requirements of each program. Program entitlements are determined by formulas contained in the laws that created the programs. Furthermore, data submission also occurs during January/February of each school year. The January/February submission of data is a monitoring mechanism for the State and District to ensure that accuracy in the data.

The District agrees to have the use of these funds reviewed and/or audited according to the standards and criteria set forth in the California Department of Education's Federal Program Monitoring (FPM). The District accepts the legal assurances for all programs as the basic legal conditions for the operation of selected projects and programs and copies of assurances are on site.

The District submitted the Consolidated Application prior to the deadline of June 30, 2017. Due to the process and timeline of completing the Consolidated Application, it is necessary to submit the required information prior to having access to the completed report, hence the request for the ratification.

FISCAL IMPACT

Submission of application makes the district eligible for federal categorical funds for the 2017-18 fiscal year.

RECOMMENDATION

It is the recommendation of the Interim Assistant Superintendent, Business & Fiscal Services that the Board of Trustees ratify the District's submission of the 2017-2018 Consolidated Application for Funding.

ADDITIONAL MATERIAL

Attached: Consolidated Application for Funding for the 2017-18 Fiscal Year (14 pages)

2017-18 Certification of Assurances

Submission of Certification of Assurances is required every fiscal year. A complete list of legal and program assurances for the fiscal year can be found at <http://www.cde.ca.gov/fg/aa/co/ca17asstoc.asp>.

CDE Program Contact:

Joy Paull, jpaull@cde.ca.gov, 916-319-0297

Consolidated Application Certification Statement

I hereby certify that all of the applicable state and federal rules and regulations will be observed by this applicant; that to the best of my knowledge the information contained in this application is correct and complete; and I agree to have the use of these funds reviewed and/or audited according to the standards and criteria set forth in the California Department of Education's Categorical Program Monitoring (CPM) Manual. Legal assurances for all programs are accepted as the basic legal condition for the operation of selected projects and programs and copies of assurances are retained on site. I certify that we accept all assurances except for those for which a waiver has been obtained or requested. A copy of all waivers or requests is on file. I certify that actual ink signatures for this form is on file.

Authorized Representative's Full Name	Lisa Cline
Authorized Representative's Signature	
Authorized Representative's Title	Deputy Superintendent
Authorized Representative Signature Date	06/07/2017

*****Warning*****

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2017-18 Protected Prayer Certification

ESSA Section 8524 specifies federal requirements regarding constitutionally protected prayer in public elementary and secondary schools. This form meets the annual requirement and provides written certification.

CDE Program Contact:

Franco Rozic, Title I Monitoring and Support Office, frozic@cde.ca.gov, 916-319-0269
 Mindi Yates, Title I Policy and Program Guidance Office, myates@cde.ca.gov, 916-319-0789

Protected Prayer Certification Statement

The LEA hereby assures and certifies to the California State Board of Education that the LEA has no policy that prevents, or otherwise denies participation in, constitutionally protected prayer in public schools as set forth in the "Guidance on Constitutionally Protected Prayer in Public Elementary and Secondary Schools."

The LEA hereby assures that this page has been printed and contains an ink signature. The ink signature copy shall be made available to the California Department of Education upon request or as part of an audit, a compliance review, or a complaint investigation.

The authorized representative agrees to the above statement	Yes
Authorized Representative's Full Name	Robin Freeman
Authorized Representative Title	Assistant Superintendent, Educational Services
Authorized Representative Signature Date	06/30/2017
Comment	
If the LEA is not able to certify at this time an explanation must be provided in the Comment field. (Maximum 500 characters)	

*****Warning*****

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2017-18 Application for Funding

CDE Program Contact:

Education Data Office, ConApp@cde.ca.gov, 916-319-0297

Local Governing Board Approval

The LEA is required to review and receive approval of their Application for Funding selections with their local governing board.

Date of approval by local governing board	06/21/2017
---	------------

District English Learner Advisory Committee (DELAC) Review

Per Title 5 of the California Code of Regulations Section 11308, if your district has more than 50 English learners the district must establish a District English Learner Advisory Committee (DELAC) and involve them in the application for funding for programs that serve English learners.

DELAC representative's full name	Claudia Mercado
DELAC review date	06/08/2017
Meeting minutes web address Please enter the Web address of DELAC review meeting minutes (format http://SomeWebsiteName.xxx). If a Web address is not available, the LEA must keep the minutes on file which indicates that the application is approved by the committee.	
DELAC comment If an advisory committee refused to review the application, or if DELAC review is not applicable, enter a comment. (Maximum 500 characters)	

Application for Categorical Programs

To receive specific categorical funds for a school year the LEA must apply for the fund by selecting Yes. Only the categorical funds the LEA is eligible to receive are displayed.

Title I Part A (Basic Grant) ESSA Sec. 1111 et seq. SACS 3010	Yes
Title II Part A (Supporting Effective Instruction) ESEA Sec. 2104 SACS 4035	Yes
Title III Part A Immigrant ESEA Sec. 3102 SACS 4201	Yes
Title III Part A English Learner ESEA Sec. 3102 SACS 4203	Yes

*****Warning*****

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2017-18 Title III, Part A English Learner Student Program Subgrant Budget

The purpose of this report is to provide a proposed budget for 2017-18 English learner (EL) student program subgrant funds only per the Title III, Part A, English Learner Students Program requirements (ESSA, Title III, Part A, Sections 3114, 3115, & 3116).

CDE Program Contact:

Patty Stevens, Language Policy and Leadership Office, pstevens@cde.ca.gov, 916-323-5838
 Geoffrey Ndirangu, Language Policy and Leadership Office, gndirang@cde.ca.gov, 916-323-5831

Estimated Entitlement Calculation

Note: If the estimated entitlement amount does not meet the minimum \$10,000 program eligibility criteria for direct funding status, further action may be required. To receive instructions regarding the consortium application process, please contact Patty Stevens by phone at 916-323-5838 or by e-mail at pstevens@cde.ca.gov.

Estimated English learner per student allocation	\$93.37
Estimated English learner student count	9,025
Estimated English learner entitlement amount	\$842,664

Budget

Professional development activities	\$0
Program and other authorized activities	\$338,956
English Proficiency and Academic Achievement	\$386,508
Parent, family, and community engagement	\$60,550
Direct administration costs (Amount cannot exceed 2% of the estimated entitlement)	\$16,523
Indirect costs (Amount should be calculated using the LEA's approved indirect cost rate)	\$40,127
Total allocation budget	\$842,664

*****Warning*****

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2017-18 Title III, Part A Immigrant Student Program Subgrant Budget

The purpose of this report is to provide a proposed budget for 2017-18 Immigrant Student Program Subgrant funds only per the Title III, Part A, Immigrant Student Program requirements (ESSA, Title III, Part A, Sections 3114, 3115, & 3116).

CDE Program Contact:

Patty Stevens, Language Policy and Leadership Office, pstevens@cde.ca.gov, 916-323-5838
 Geoffrey Ndirangu, Language Policy and Leadership Office, gndirang@cde.ca.gov, 916-323-5831

Estimated Entitlement Calculation

Note: Only LEAs that have 21 or more eligible immigrant students, and that have experienced a significant increase of two percent or greater growth in eligible immigrant student enrollment in the current year compared with the average of the two preceding fiscal years are eligible for Title III, Part A Immigrant Student Program Subgrant funds. Use your Immigration student count that was provided to the California Longitudinal Pupil Achievement Data System on census day of October 5, 2016.

Estimated Immigrant per student allocation	\$80.77
Estimated Immigrant student count	272
Estimated Immigrant entitlement amount	\$21,969

Budget

Authorized activities	\$20,492
Direct administration costs (Amount cannot exceed 2% of the estimated entitlement)	\$431
Indirect costs (Amount should be calculated using the LEA's approved indirect cost rate)	\$1,046
Total allocation budget	\$21,969

*****Warning*****

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2017-18 Substitute System for Time Accounting

This certification may be used by auditors and by CDE oversight personnel when conducting audits and sub-recipient monitoring of the substitute time-and-effort system. Approval is automatically granted when the LEA submits and certifies this data collection.

CDE Program Contact:

Julie Brucklacher, Financial Accountability and Info Srv Office, jbruckla@cde.ca.gov, 916-327-0858

The LEA certifies that only eligible employees will participate in the substitute system and that the system used to document employee work schedules includes sufficient controls to ensure that the schedules are accurate. Additional information on the predetermined schedule substitute system of time accounting can be found at <http://www.cde.ca.gov/fg/ac/co/timeaccounting2013.asp>. Detailed information on documenting salaries and wages, including both substitute systems of time accounting, are described in Procedure 905 of the California School Accounting Manual posted on the Web at <http://www.cde.ca.gov/fg/ac/sa/>.

2017-18 Request for authorization	Yes
LEA certifies that the following is a full disclosure of any known deficiencies with the substitute system or known challenges with implementing the system (Maximum 500 characters)	No known deficiencies

*****Warning*****

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2017-18 Nonprofit Private School Consultation

The LEA shall provide, on an equitable basis, special education services or other benefits to eligible children attending a nonprofit private school.

CDE Program Contact:

Sylvia Hanna, Title I Policy and Program Guidance Office, shanna@cde.ca.gov, 916-319-0948

The LEA must offer to provide equitable services that address the needs of eligible students attending nonprofit private school and staff under the programs listed below. The enrollment numbers are reported under penalty of perjury by each private school on its annual Private School Affidavit. The information field in the Private School Affidavit is not verified, and the CDE takes no position as to its accuracy. It is expected that districts engaged in private school consultation verify the accuracy of student enrollment data if it is being used for the purpose of providing equitable services.

Note:

The LEA of residence is responsible for providing Title I, Part A services to all eligible students who reside in the LEA's Title I attendance area but attend a nonprofit private school. This includes students who attend nonprofit private schools outside the LEA's boundaries

Results of Consultation Allowable Values

- Y1: meaningful consultation occurred
- Y2: timely and meaningful consultation did not occur
- Y3: the program design is not equitable with respect to eligible private school children
- Y4: timely and meaningful consultation did not occur and the program design is not equitable with respect to eligible private school children

School Name	School Code	Enrollment	Consultation Occurred	Was Consultation Agreement Met	Signed Written Affirmation on File	Results of Consultation	School Added
Assistance League	6997837	14	Y	Y	Y	Y1	N
New Harvest Christian School	7093677	114	N				N
Our Lady of Guadalupe Elementary	6965768	204	Y	Y	Y	Y1	N

Warning

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2017-18 Nonprofit Private School Consultation

The LEA shall provide, on an equitable basis, special education services or other benefits to eligible children attending a nonprofit private school.

School Name	School Code	Enrollment	Consultation Occurred	Was Consultation Agreement Met	Signed Written Affirmation on File	Results of Consultation	School Added
Santa Clara Elementary	6965859	232	Y	Y	Y	Y1	N
St. Anthony's Elementary	6984413	212	Y	Y	Y	Y1	N
St. John's Lutheran	6965792	128	Y	Y	Y	Y1	N

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California Department of Education

Oxnard (56 72538 00000000)

Consolidated Application

Status: Certified
 Saved by: Janet Penanhoat
 Date: 6/22/2017 8:39 AM

2017-18 Other ESEA Nonprofit Private School Participation

The LEA must offer to provide equitable services that address the needs of nonprofit private school students, teachers and other educational personnel under the programs listed below.

CDE Program Contact:

Anie Wilson, Educator Excellence Office, awilson@cde.ca.gov, 916-445-5669
 Patty Stevens, Language Policy and Leadership Office, pstevens@cde.ca.gov, 916-323-5838

Title II, Part A Supporting Effective Instruction

The LEA must offer to provide Title II, Part A equitable services that address the needs of nonprofit private school students, teachers and other educational personnel. The enrollment numbers are reported under penalty of perjury by each private school on its annual Private School Affidavit. The information filed in the Private School Affidavit is not verified and the CDE takes no position as to its accuracy. It is expected that districts engaged in private school consultation verify nonprofit status and the accuracy of student enrollment data if it is being used for the purpose of providing equitable services.

Title III, Part A Immigrant and English Learner Student Subgrant Program

On an annual basis, the LEA must consult with all nonprofit private schools within its boundaries, as to whether the private school students and teachers will participate in the Title III, Part A English Language Acquisition, Language Enhancement, and Academic Achievement Program. Consultation with appropriate nonprofit private school officials must be done during the design and development of programs and before decisions are made that affect the opportunities of students and teachers to participate. LEAs may not require documentation that poses an administrative barrier that is inconsistent to their responsibility to ensure equitable participation of private school students and teachers.

School Name	School Code	Enrollment	Title II, Part A Participation	Title III, Part A Immigrant Participation	Title III, Part A English Learner Participation	School Added
Our Lady of Guadalupe Elementary	6965768	204	Y	N	Y	N
Our Lady of Guadalupe Elementary	6965768	204	Y	N	Y	N

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2017-18 Other ESEA Nonprofit Private School Participation

The LEA must offer to provide equitable services that address the needs of nonprofit private school students, teachers and other educational personnel under the programs listed below.

School Name	School Code	Enrollment	Title II, Part A Participation	Title III, Part A Immigrant Participation	Title III, Part A English Learner Participation	School Added
St. John's Lutheran	6965792	128	Y	N	N	N
St. John's Lutheran	6965792	128	Y	N	N	N
Santa Clara Elementary	6965859	232	Y	N	Y	N
Santa Clara Elementary	6965859	232	Y	N	Y	N
St. Anthony's Elementary	6984413	212	Y	N	Y	N
St. Anthony's Elementary	6984413	212	Y	N	Y	N
Assistance League	6997837	14	N	N	N	N
Assistance League	6997837	14	N	N	N	N

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California Department of Education

Oxnard (56 72538 0000000)

Consolidated Application

Status: Certified
 Saved by: Janet Penanhoat
 Date: 6/22/2017 8:38 AM

2017-18 Title I, Part A Nonprofit Private School Participation

The LEA shall provide, on an equitable basis, special educational services or other benefits to nonprofit private school eligible children.

CDE Program Contact:

Sylvia Hanna, Title I Policy and Program Guidance Office, shanna@cde.ca.gov, 916-319-0948
 Rina DeRose, Title I Policy and Program Guidance Office, RDeRose@cde.ca.gov, 916-323-0472

The LEA must offer to provide equitable services that address the needs of eligible students attending nonprofit private school and staff under the programs listed below. The enrollment numbers are reported under penalty of perjury by each private school on its annual Private School Affidavit. The information field in the Private School Affidavit is not verified, and the CDE takes no position as to its accuracy. It is expected that districts engaged in private school consultation verify the accuracy of student enrollment data if it is being used for the purpose of providing equitable services.

School Name	School Code	Enrollment	Participating	Low Income Student Count	Direct Services	Contract Services	School Added
Assistance League	6997837	14	N		N	N	N
Our Lady of Guadalupe Elementary	6965768	204	Y	24	Y	N	N
Santa Clara Elementary	6965859	232	Y	16	Y	N	N
St. Anthony's Elementary	6984413	212	Y	40	Y	N	N
St. John's Lutheran	6965792	128	N		N	N	N

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California Department of Education

Oxnard (56 72538 0000000)

Consolidated Application

Status: Certified
 Saved by: Janet Penanhoat
 Date: 6/21/2017 4:09 PM

2017-18 Title I, Part A Planned School Allocations

Based on information provided in the School Student Counts data collection, the table below provides eligibility and ranking information. For school allocation planning, the LEA has indicated to which schools it intended to allocate Title I, Part A funds by entering a check in the Fund Flag column.

CDE Program Contact:

Lana Zhou, Title I Policy and Program Guidance Office, lzhou@cde.ca.gov, 916-319-0956
 Mindi Yates, Title I Policy and Program Guidance Office, myates@cde.ca.gov, 916-319-0789

If an exception to funding is needed, enter an Exception Reason. Use lower case only.

Allowable Exception Reasons

- a - Meets 35% Low Income Requirement
- d - Desegregation Waiver on File
- e - Grandfather Provision
- f - Feeder Pattern
- g - Local Funded Charter Opted Out
- h - Local Funded Charter Opt In
- k - Funded with EIA/SCE

- Low income measure FRPM
- Group Schools by Grade Span Yes
- District-wide Low Income % 81.73%
- Grade Span 1 Low Income % 82.64%
- Grade Span 2 Low Income % 78.06%
- Grade Span 3 Low Income % 0.00%

School Name	School Code	Grade Span Group	Projected Enrollment	Projected Low Income Students	Low Income %	Eligible for Funding	Funding Required	Ranking	Fund Flag	Exception Reason
Ramona Elementary	6055362	1	617	591	95.79	Y	Y	1	Y	
Cesar E. Chavez Elementary	6055321	1	908	868	95.59	Y	Y	2	Y	
Rose Avenue Elementary	6055370	1	743	701	94.35	Y	Y	3	Y	

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California Department of Education

Oxnard (56 72538 0000000)

Consolidated Application

Status: Certified
 Saved by: Janet Penanhoat
 Date: 6/21/2017 4:09 PM

2017-18 Title I, Part A Planned School Allocations

Based on information provided in the School Student Counts data collection, the table below provides eligibility and ranking information. For school allocation planning, the LEA has indicated to which schools it intended to allocate Title I, Part A funds by entering a check in the Fund Flag column.

School Name	School Code	Grade Span Group	Projected Enrollment	Projected Low Income Students	Low Income %	Eligible for Funding	Funding Required	Ranking	Fund Flag	Exception Reason
Kamala Elementary	6055339	1	1200	1097	91.42	Y	Y	4	Y	
Elm Street Elementary	6055289	1	675	615	91.11	Y	Y	5	Y	
McKinna Elementary	6055354	1	722	645	89.34	Y	Y	6	Y	
Drifill Elementary	6055271	1	1181	1047	88.65	Y	Y	7	Y	
Lemonwood Elementary	6100333	1	837	742	88.65	Y	Y	8	Y	
Harrington Elementary	6055297	1	590	506	85.76	Y	Y	9	Y	
Sierra Linda Elementary	6055388	1	733	626	85.40	Y	Y	10	Y	
Curren Elementary	6055263	1	1035	875	84.54	Y	Y	11	Y	
Marina West Elementary	6055347	1	663	545	82.20	Y	Y	12	Y	
Emilie Ritchen Elementary	6110738	1	638	473	74.14	N	N	13	Y	a
Thurgood Marshall Elementary	0100362	1	550	387	70.36	N	N	14	Y	a
Christa McAuliffe Elementary	6107551	1	763	468	61.34	N	N	15	Y	a
Juan Lagunas Soria Elementary	0119412	1	1027	619	60.27	N	N	16	Y	a
Norman R. Brekke Elementary	6114029	1	608	343	56.41	N	N	17	Y	a
Haydock Academy of Arts & Sciences	6055305	2	903	780	86.38	Y	Y	1	Y	
R.J. Frank Academy of Marine Science & Engineering	6111850	2	1305	1021	78.24	Y	Y	2	Y	
Fremont Academy of Environmental Science & Innovative Design	6055313	2	1110	789	71.08	N	N	3	Y	a

Warning

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OSD BOARD AGENDA ITEM

Name of Contributor: Robin Freeman

Date of Meeting: 8/2/17

- Study Session: _____
Closed Session _____
- A-1. Preliminary _____
A-II. Reports _____
B. Hearings _____
C. Consent Agenda X
- Agreement Category:
____ Academic
____ Enrichment
____ Special Education
____ Support Services
____ Personnel
____ Legal
____ Facilities
- D. Action Items _____
F. Board Policies 1st Reading _____ 2nd Reading _____

Adoption of Resolution #17-05 – California Department of Education – Child Development Division Contract #CSPP-7667 (Freeman/Thomas)

Resolution to certify the Oxnard School District Board of Trustees authorizes entering into Contract #CSPP-7667 with the California Department of Education – Child Development Division for the purpose of providing child care and development services and to authorize the designated personnel to sign contract documents for Fiscal Year 2017-18.

FISCAL IMPACT:

None

RECOMMENDATION:

It is the recommendation of the Director, Curriculum, Instruction and Accountability, and the Assistant Superintendent, Educational Services that the Board of Trustees adopt Resolution #17-05 with the California Department of Education – Child Development Division.

ADDITIONAL MATERIAL:

Attached: Resolution #17-05, California Department of Education-Child Development Division (1 Page)

OSD BOARD AGENDA ITEM

Name of Contributor: Robin Freeman

Date of Meeting: 8/2/17

- Study Session: _____
Closed Session _____
A-1. Preliminary _____
A-II. Reports _____
B. Hearings _____
C. Consent Agenda X Agreement Category:
_____ Academic
_____ Enrichment
_____ Special Education
_____ Support Services
_____ Personnel
_____ Legal
_____ Facilities
D. Action Items _____
F. Board Policies 1st Reading _____ 2nd Reading _____

Adoption of Resolution #17-05 – California Department of Education – Child Development Division Contract #CSPP-7667 (Freeman/Thomas)

Resolution to certify the Oxnard School District Board of Trustees authorizes entering into Contract #CSPP-7667 with the California Department of Education – Child Development Division for the purpose of providing child care and development services and to authorize the designated personnel to sign contract documents for Fiscal Year 2017-18.

FISCAL IMPACT:

None

RECOMMENDATION:

It is the recommendation of the Director, Curriculum, Instruction and Accountability, and the Assistant Superintendent, Educational Services that the Board of Trustees adopt Resolution #17-05 with the California Department of Education – Child Development Division.

ADDITIONAL MATERIAL:

Attached: Resolution #17-05, California Department of Education-Child Development Division (1 Page)

BOARD AGENDA ITEM

Name of Contributor: Dr. Cesar Morales/David Fateh

Date of Meeting: August 2, 2017

- 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 RESOLUTION #17-06 MAKING ENVIRONMENTAL FINDINGS IN CONNECTION WITH THE MCKINNA ELEMENTARY SCHOOL RECONSTRUCTION PROJECT (Morales/Fateh/CFW)

The Oxnard School District (District) is proceeding with the reconstruction of the McKinna Elementary school. The project includes the construction of a new school on the existing 9.5-acre site followed by the demolition of the existing school.

Rincon Consultants has prepared a California Environmental Quality Act (CEQA) analysis report for the project indicating that the project is eligible for a Class 2 Categorical Exemption, under CEQA Section 15302. 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, including but not limited to replacement or reconstruction of existing schools to provide earthquake resistant structures which do not increase capacity by more than 50%.

The State CEQA Guidelines Section 15300.2 provides conditions under which categorical exemptions are inapplicable. The CEQA report reviewed the project and indicated that the project will not violate any of the conditions.

The purpose of this resolution is to confirm the findings that the project qualifies for a Categorical Exemption from CEQA. Upon Board approval, a Notice of Exemption will be subsequently filed with the County of Ventura.

FISCAL IMPACT

None.

RECOMMENDATION

It is the recommendation of the Superintendent and the Director of Facilities, in conjunction with Caldwell Flores Winters, that the Board of Trustees approve Resolution #17-06 making environmental findings in connection with the reconstruction of the McKinna Elementary School campus located at 1611 South J Street, Oxnard, CA 93033.

ADDITIONAL MATERIAL

- Resolution #17-06 (2 pages)
- McKinna Elementary School Reconstruction Project CEQA Categorical Exemption Report by Rincon Consultants (10 pages)
- Notice of Exemption Form (1 page)

RESOLUTION NO. 17-06

**RESOLUTION OF THE BOARD OF TRUSTEES OF THE OXNARD SCHOOL DISTRICT
MAKING ENVIRONMENTAL FINDINGS IN CONNECTION WITH THE
RECONSTRUCTION OF THE MCKINNA ELEMENTARY SCHOOL CAMPUS LOCATED
AT 1611 SOUTH J STREET, OXNARD, CA 93033**

WHEREAS, the Oxnard School District (“District”) is constructing a new K-5 elementary school campus on the existing site of the McKinna Elementary School located at 1611 South J Street, Oxnard, CA 93033 (“Project”);

WHEREAS, the District’s consultant, Rincon Consultants, Inc. has prepared a California Environmental Quality Act (CEQA) analysis report for the project indicating that the project qualifies for a Class 2, Categorical Exemption, under CEQA Section 15302;

WHEREAS, the State CEQA Guidelines Section 15300.2 provides conditions under which categorical exemptions are inapplicable and the CEQA report prepared by Rincon Consultants, Inc. reviewed the project and indicated that the project will not violate any of the conditions;

WHEREAS, the project would replace existing structures on the same property and will have the same purpose of the existing school;

WHEREAS, the project would not increase the total number of classrooms nor increase student enrollment at the school by greater than 50%; and

WHEREAS, 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.

NOW, THEREFORE, the Board of Trustees of the Oxnard School District hereby finds, determines, declares, orders, and resolves as follows:

- (1) All of the recitals set forth above are true and adopted as a part of the District’s official record;
- (2) The Board of Trustees of the Oxnard School District (“Board”) has reviewed the Project and finds that pursuant to CEQA Guidelines section 15302, the Project qualifies as a Class 2 Categorical Exemption and no further analysis is required;
- (3) The Board approves the filing and recordation of a CEQA Notice of Exemption;
- (4) This Resolution shall take effect immediately upon its passage; and
- (5) the District’s Superintendent or his designee is authorized to take such actions and execute such agreements and documentation necessary to affect the intent of this Resolution;

APPROVED, PASSED AND ADOPTED by the Board of Trustees of the Oxnard School District on this the 2nd day of August 2017, by the following vote:

Ayes: _____
Nays: _____
Abstentions: _____
Absences: _____

Board of Trustees:

President Morrison: _____
Clerk Cordes: _____
Trustee O’Leary: _____
Trustee Robles-Solis: _____
Trustee Madrigal Lopez: _____

Ernest Morrison
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 August 2, 2017.

Debra M. Cordes
Clerk of the Board of Trustees
Oxnard School District

McKinna Elementary School Reconstruction Project

CEQA Categorical Exemption Report

Prepared by:

Oxnard School District
1051 South A Street
Oxnard, CA 93030

Prepared with the assistance of:

Rincon Consultants, Inc.
180 North Ashwood Avenue
Ventura, California 93003

June 2017

This report is printed on 50% recycled paper.

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CATEGORICAL EXEMPTION REPORT

This report serves as the technical documentation of an environmental analysis performed by Rincon Consultants, Inc. for the McKinna Elementary School Reconstruction Project in the City of Oxnard. The intent of the analysis is to document whether the project is eligible for a Categorical Exemption (CE). The report provides an introduction, project description, and evaluation of the project's consistency with the requirements for a CE. The report concludes that the project is eligible for a Class 2 CE, under CEQA Section 15302.

1. INTRODUCTION

The Oxnard School District (OSD) proposes to adopt a Class 2 CE for a proposed reconstruction of McKinna Elementary School in Oxnard, California. A Class 2 CE 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, including but not limited to replacement or reconstruction of existing schools and hospitals to provide earthquake resistant structures which do not increase capacity by more than 50%.

The State CEQA Guidelines Section 15300.2 provides conditions under which categorical exemptions are inapplicable, included below:

- (a) *The project would occur in certain specified sensitive environments or locations.*
- (b) *Cumulative impacts would be considerable because successive projects of the same type would occur at the same place over time.*
- (c) *There is a reasonable possibility that the activity would have a significant effect on the environment due to unusual circumstances.*
- (d) *The project may result in damage to scenic resources, including but not limited to trees, historic buildings, rock outcroppings, or similar resources within a highway officially designated as a scenic highway.*
- (e) *The project is located on a site which is included on any list compiled pursuant to Section 65962.5 of the Government Code.*
- (f) *The project may cause a substantial adverse change in the significance of a historic resource.*

2. PROJECT DESCRIPTION

McKinna Elementary School is located at 1611 S. J Street, in the city of Oxnard, California. Constructed in 1954, the school consists of 17 permanent classrooms and 14 portable classrooms. The school has been identified as needing extensive modernization and improvements to technology infrastructure. The project would involve the construction of a new 31-classroom school building and associated library, administrative space, and multi-purpose room on the area of McKinna Elementary School's existing playfields, accessed from N Street. Once complete, school operations would be transferred to the new facilities and the existing facilities would be demolished. New playfields would be constructed at the location of the former structures.

The new school would serve the same purpose of the existing school. The project would not increase the total number of classrooms nor increase student enrollment at the school by greater



than 50%. No students would be displaced by construction, as the existing school facilities would remain in operation through construction of the new school facilities.



3. EXISTING SITE CONDITIONS

The project site is located on a 9.5-acre site between J Street and N Street in the City of Oxnard. The eastern portion of the site is developed with permanent and temporary classrooms, administrative space, and parking. The western portion of the site is used as a playfield. The project site is bounded on all sides by residential development. Durley Park is located just northeast of the school, opposite J Street.

4. CONSISTENCY ANALYSIS

As discussed above, the Class 2 CE would not be applicable if the project meets any of the following conditions. Review of the Project indicates that it will not violate any of the exceptions described below.

Criterion (a) *The project would occur in certain specified sensitive environments or locations.*

The project would be located on the existing McKinna Elementary School site, which has been developed since 1954. The project site is zoned R2, is within an urbanized community, and has not been designated as a biological sensitive habitat (City of Oxnard 2006). No impacts to listed species or their habitat would occur as a result of the project.

Criterion (b) *Cumulative impacts would be considerable because successive projects of the same type would occur at the same place over time.*

The new school would serve the same purpose as the existing school. As an active school site, the project site is subject to routine maintenance and operational activities; however, no known projects of the same type and magnitude would occur on the campus. Therefore, no cumulative impacts would occur as a result of the project.

Criterion (c) *There is a reasonable possibility that the activity would have a significant effect on the environment due to unusual circumstances.*

The project site is an existing school site that lacks native biological habitats, hazardous conditions, or other unusual circumstances that would result in a significant effect on the environment. While typical construction operations would occur, including grading activities, these activities are not considered unusual circumstances. The project would follow all construction standards, dispose of waste, and remove excavated soils per California and Federal law.

Criterion (d) *The project may result in damage to scenic resources, including but not limited to trees, historic buildings, rock outcroppings or similar resources within a highway officially designated as a scenic highway.*

The project site is not within the view shed of a scenic highway (City of Oxnard 2006). The proposed project would replace existing on-site buildings and landscaping, but no historic resources are present on-site and the project would be expected to generally enhance visual conditions on-site.

Criterion (e) *The project is located on a site which is included on any list compiled pursuant to Section 65962.5 of the Government Code.*



Hazardous materials are defined as any solid, liquid, or gas that can harm people, other living organisms, property, or the environment. A hazardous material may be radioactive, flammable, explosive, toxic, corrosive, biohazardous, an oxidizer, an asphyxiate, a pathogen, an allergen, or many have other characteristics that render it hazardous in specific circumstances. Issues associated with hazardous materials develop when such materials are improperly stored, transported, used, and/or released into the environment (California Health and Safety Code, Section 25124). Hazards also include physical or natural features that pose a threat of injury, such as wildland fires, exposed pipes, or steep slopes. The following databases compiled pursuant to Government Code Section 65962.5 were checked on May 30, 2017 for known hazardous materials contamination at the project site.

- Comprehensive Environmental Response, Compensation, and Liability Information System (CERCLIS) database
- State Water Resources Control Board's (SWRCB) Geotracker database for leaking underground storage tanks (LUSTs)
- Department of Toxic Substance Control's (DTSC) Envirostor database

The search of the databases showed there are no Superfund sites, active cleanup sites, or active LUST sites recorded on the project site or in the immediate project vicinity.

Criterion (f) *The project may cause a substantial adverse change in the significance of a historic resource.*

State CEQA Guidelines Section 15300.2 states that a categorical exemption "shall not be used for a project which may cause a substantial adverse change in the significance of a historical resource." One historic-age property is located within the project area: McKinna Elementary School at 1611 South J Street.

McKinna Elementary School was originally developed in 1954-1955 with six permanent buildings (*Oxnard Press Courier* 1955; Oxnard School District 2008). It was constructed during a period of expansion by the school district, corresponding with the significant growth of business and industry, territory, population, and residential development in the city of Oxnard (Schneider 1954; Kaminsky 1954; *Oxnard Press-Courier* 1954). Portable classrooms were added to the school campus over several decades, between the late 1950s and 2000s). A library building was constructed in the year 2000 (Oxnard School District 2008). Today, McKinna Elementary School includes 17 permanent and 14 portable classrooms (Oxnard School District 2016).

The property has operated as a school campus since it was first developed. One of several schools that were constructed in Oxnard in the post-World War II era, during a period of population growth and expansion in the city and Ventura County as a whole, McKinna Elementary School does not appear to be individually significant and is not associated with any important events. The property is not considered to be an excellent example of a property type or of an architectural style. The property has not been covered by any of the historic resources surveys conducted in the Oxnard area, including the City of Oxnard Cultural Heritage Board Survey Phase I (1980-1981), the Downtown Oxnard Historic Resources Survey (2005), and the Eastern Oxnard Plain Reconnaissance Survey (2014). Additionally, the property is not part of any known or potential existing historical districts.



The proposed project involves the reconstruction of the existing McKinna Elementary School campus with an entirely new set of facilities, including a total of 31 classrooms. Because on-site structures are not historic resources under CEQA, the proposed project would not have the potential for historic resource impacts.

5. SUMMARY

Based on this analysis, the proposed school project at 1611 South J Street meets all criteria for a Class 2 Categorical Exemption pursuant to Section 15300.2 of the *State CEQA Guidelines*.

6. REFERENCES

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State Water Resources Control Board. GeoTracker. Accessed May 30, 2017.

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United States Environmental Protection Agency. Search Superfund Site Information. Accessed May 30, 2017. <https://cumulis.epa.gov/supercpad/CurSites/srchrslt.cfm?start=1>



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: McKinna Elementary School Reconstruction Project

Project Applicant: Oxnard School District

Project Location - Specific:
McKinna Elementary School
1611 S. J Street, Oxnard, CA 93030

Project Location - City: Oxnard Project Location - County: Ventura

Description of Nature, Purpose and Beneficiaries of Project:

The project would construct a new 31-classroom school building and associated library, administrative space, and multi-purpose room on the site of McKinna Elementary, accessed from N Street. Once complete, school operations would be transferred to the new facilities and the existing facilities would be demolished.

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, Section 15302
- Statutory Exemptions. State code number: _____

Reasons why project is exempt:

The project would replace an existing structure on the same property and will have the same purpose and 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: _____

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: Dr. Cesar Morales/David Fateh

Date of Meeting: 08/02/17

STUDY SESSION _____

CLOSED SESSION _____

SECTION A-I: PRELIMINARY _____

SECTION A-II: REPORTS _____

SECTION B: HEARINGS _____

SECTION C: CONSENT AGENDA

Agreement Category:

_____ Academic

_____ Enrichment

_____ Special Education

_____ Support Services

_____ Personnel

_____ Legal

_____ Facilities

SECTION D: ACTION _____

SECTION F: BOARD POLICIES 1ST Reading _____ 2nd Reading _____

APPROVAL OF RESOLUTION #17-07 ADOPTING THE PRELIMINARY ENVIRONMENTAL ASSESSMENT AND SOIL MANAGEMENT PLAN FOR THE DORIS/PATTERSON SITE (Morales/Fateh/CFW)

A Preliminary Environmental Assessment (PEA) report has been prepared for the Doris/Patterson school site as required, and recently accepted, by the California Department of Toxic Substances Control (DTSC). The PEA report presents investigation results and conclusions based on a health risk screening evaluation of the site, and recommends that a Soil Management Plan (SMP) be prepared in conjunction with a Land Use Covenant for the property.

The SMP details actions to be undertaken whenever soils at the site are disturbed during both planned and unplanned future construction activities. The SMP is a tool for contractors to utilize when performing activities that intrude into the soil such as excavation, grading, and utility installation. The plan provides guidance regarding how to handle the soil, as well as how to identify, sample, and properly dispose of soil that does not meet DTSC requirements.

A Land Use Covenant limits the site's future use to a school and more generally, non-residential purposes. A draft Land Use Covenant has been prepared by the DTSC and reviewed by the District as to form. The District is currently in the process of acquiring the site. Upon acquiring the site, the District may execute and enter into the Land Use Covenant.

Both the PEA Report and SMP have been reviewed and approved by the DTSC and are attached for reference. At this time, the District recommends that the Board of Trustees consider approving Resolution #17-07 adopting the PEA report and Soil Management Plan for the Doris/Patterson Site.

FISCAL IMPACT

None.

RECOMMENDATION

It is the recommendation of the Superintendent and the Director of Facilities, in conjunction with Caldwell Flores Winters, that the Board of Trustees approve Resolution #17-07 adopting the Preliminary Environmental Assessment report and Soil Management Plan for the Doris/Patterson Site.

ADDITIONAL MATERIAL

- Resolution #17-07 (2 pages)
- Preliminary Environmental Assessment dated March 29, 2017 (115 pages)
- Letter from DTSC dated May 4, 2017 approving Preliminary Environmental Assessment (4 pages)
- Soil Management Plan dated May 17, 2017 (84 pages)
- Letter from DTSC dated June 14, 2017 approving Soil Management Plan (3 pages)

RESOLUTION NO. 17-07

**RESOLUTION OF THE BOARD OF TRUSTEES OF THE OXNARD SCHOOL DISTRICT
ADOPTING THE PRELIMINARY ENVIRONMENTAL ASSESSMENT AND SOIL
MANAGEMENT PLAN FOR THE DORIS/PATTERSON SITE**

WHEREAS, as required by the California Department of Toxic Substances Control (“DTSC”), a Preliminary Environmental Assessment (“PEA”) report and Soil Management Plan (“SMP”) have been prepared for the Doris/Patterson site;

WHEREAS, the PEA report presents investigation results and conclusions based on a health risk screening evaluation of the Doris/Patterson site;

WHEREAS, the PEA report recommended that a SMP be prepared and that the District accept and enter into a long term deed restriction, known as a Land Use Covenant (“LUC”) for the property which would restrict the property to non-residential uses;

WHEREAS, the SMP details actions to be undertaken whenever soils at the site are disturbed during both planned and unplanned future construction activities and provides guidance regarding how to handle contaminated soil that may be encountered, as well as how to identify, sample, and properly dispose of contaminated soil as required;

WHEREAS, on March 23, 2017, the District opened a 30-day review period during which the public could provide comments to the PEA and a public hearing was held on April 19, 2017 and the public comment period closed on April 24, 2017;

WHEREAS, the District considered and responded to comments received from the public and other interested agencies regarding this PEA;

WHEREAS, the DTSC issued a letter approving the PEA report on May 4, 2017 and a letter approving the SMP on June 14, 2017;

WHEREAS, a draft Land Use Covenant has been prepared by the DTSC and reviewed by the District as to form;

WHEREAS, the District is currently in the process of acquiring the Doris/Patterson site and upon acquiring the site, the District may execute and enter into the Land Use Covenant;

NOW, THEREFORE, the Board of Trustees of the Oxnard School District hereby finds, determines, declares, orders, and resolves as follows:

- (1) All of the recitals set forth above are true and adopted as a part of the District’s official record;
- (2) A 30-day public review period for the PEA report and a public hearing have been conducted and all comments received have been considered;

- (3) A summary of any public comments received and the District's responses to comments has been forwarded to the DTSC;
- (4) The DTSC has approved the PEA report and SMP;
- (5) The Board adopts the PEA report and SMP for the Doris/Patterson site and approves the recommendations.

APPROVED, PASSED AND ADOPTED by the Board of Trustees of the Oxnard School District on this the 2nd day of August 2017, by the following vote:

Ayes: _____
 Nays: _____
 Abstentions: _____
 Absences: _____

Board of Trustees:

President Morrison: _____
 Clerk Cordes: _____
 Trustee O'Leary: _____
 Trustee Robles-Solis: _____
 Trustee Madrigal Lopez: _____

 Ernest Morrison
 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 August 2, 2017.

 Debra M. Cordes
 Clerk of the Board of Trustees
 Oxnard School District

Response to DTSC Comments
 March 15 and March 29, 2017
 Proposed New Elementary and Middle Schools
 Southeast Corner of Doris Avenue and Patterson Road
 Oxnard, California

Item Number	DTSC Comment	ATC's Response
1	<p><i>Page 8, Section 5.4.5 Particulate Emission Factor: The particulate emission factor (PEF) calculation in Section 5.4.5 and Table C-4 is not applicalbe to construction worker, and a default value of $1 \times 10^6 \text{ m}^3/\text{kg}$ (see HERO HHRA Note Number 1, http://www.dtsc.ca.gov/AssessingRisk/upload/HHRA_Note_1-2.pdf) should be used instead.</i></p>	<p>The default PEF value has been used in Section 5.4.5 and Table C-4.</p>
2	<p><i>Page 14, Section 5.7 Uncertainty Analysis ,4th bullet: The statement "...data for certain constituents (e.g., select OCPs) included composite, rather than discrete samples" should be clarified as all OCPs were evaluated using the composite sample data.</i></p>	<p>The recommended change has been made.</p>
3	<p><i>Page 15, Section 8.0 Recommendations: HERO recommends deleting the follownig statement "...the presence of toxaphene in shallow soil could pose a threat to public health under the unrestricted (i.e., residential) land use scenario..." to state that the lifetime incremental cancer risk estimate for the hypothetical residential receptor exceeds the point of departure of 1×10^{-6} utilized by DTSC.</i></p>	<p>The recommended statement has been revised.</p>
4	<p><i>Table 1: The regional screening level of $340 \text{ }\mu\text{g}/\text{kg}$ for methoxychlor is incorrect, and should be revised to $320,000 \text{ }\mu\text{g}/\text{kg}$. For future reference, HERO recommends adjusting the screening levels by dividing the number of sample points (four in this case) when evaluating composite soil sampling results. However, such change is not essential in this report as a human health screening evaluation has been conducted to assess potential helath risks.</i></p>	<p>The methoxychlor regional screening level has been changed to $320,000 \text{ }\mu\text{g}/\text{kg}$.</p>

Response to DTSC Comments
 March 15 and March 29, 2017
 Proposed New Elementary and Middle Schools
 Southeast Corner of Doris Avenue and Patterson Road
 Oxnard, California

Item Number	DTSC Comment	ATC's Response
5	<i>Appendix A: HERO recommends revising the following items in the conceptual site model: (a) the "Air/Soil Vapor" inhalation pathway should be incomplete in accordance with the discussion in Section 5.2.4; and (b) the "Surface Water" dermal contact pathway should be incomplete for consistency with the discussion in Section 5.2.3.</i>	The recommended changes to the Site Conceptual Model have been made.
6	<i>Page 8: HERO's previous comment to recommend a PEF default value of $1 \times 10^6 \text{ m}^3/\text{kg}$ is for construction worker only, as the calculated value of $1.36 \times 10^9 \text{ m}^3/\text{kg}$ is appropriate for the other receptors evaluated in the PEA Report. While the findings of the human health risk evaluation remain unchanged with the use of default PEF value to the other receptors, HERO recommends clarifying the text to indicate that the use of default PEF value for construction worker to all receptors results in more conservative (i.e., higher) risk estimates for dust inhalation.</i>	The text was revised as requested.
7	<i>C-13: The title should be changed to "Inhalation of Fugitive Dust - Student" instead of "Inhalation of Fugitive Dust - Site Worker" to avoid confusion.</i>	The title of Table C-13 has been revised as requested.

PRELIMINARY ENDANGERMENT ASSESSMENT REPORT

PROPOSED ELEMENTARY AND MIDDLE SCHOOLS

**SOUTHEAST CORNER OF DORIS AVENUE AND NORTH PATTERSON ROAD
OXNARD CALIFORNIA 93030**

Submitted to:
Scarlett Zhai, PhD.
Department of Toxic Substance Control
Schools Evaluation and Brownfield Cleanup
Cypress Regional Office
796 Corporate Avenue
Cypress, California 90630

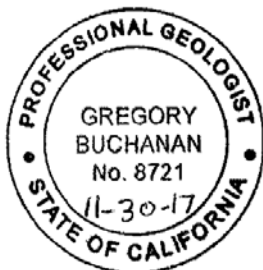
Submitted by:
ATC Group Services
25 Cupania Circle
Monterey Park, California 91755
323-517-9780

March 29, 2017

Reviewed by:



Greg Buchanan, P.G.
Senior Project Manager
For ATC Group Services
Direct Line: 323-517-9680
Email: greg.buchanan@atcassociates.com



Approved by:



Todd Stanford, REHS, CEM
Principal Scientist
for ATC Group Services
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Email todd.stanford@atcassociates.com

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Figure 2 Site Plan with Assessment Locations

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Table 2 Laboratory Summary – Methane and Hydrogen Sulfide
Table 3 Laboratory Summary – Equipment Blank Samples

APPENDICES

Appendix A Site Conceptual Model
Appendix B Laboratory Analytical Reports and Chain-of-Custody Documentation
Appendix C Human Health Screening Evaluation Supporting Calculations (Tables C-1 through C-25)
Appendix D Ecological Screening Evaluation

EXECUTIVE SUMMARY

The property located at the southeast corner of Doris Avenue and Patterson Road consists of a rectangular-shaped, 25-acre parcel of land, which is currently utilized as an agricultural field. The Oxnard School District (OSD) is planning to develop the site into a elementary and middle schools. This Preliminary Endangerment Assessment (PEA) report was prepared for the site as required by the Department of Toxic Substances Control (DTSC) School Property Evaluation and Cleanup Division.

The site is currently an actively farmed agricultural field. Cardno ATC (now ATC) prepared a *Phase I Environmental Site Assessment (ESA)* report for the site, dated March 5, 2014. In the report, ATC identified historical usage of the site for agricultural purposes from at least 1940 to the present. A closed Leaking Underground Storage Tank (LUST) site is located approximately 2,000 feet east of the site, where a 550-gallon and a 3,000-gallon gasoline-containing underground storage tank (UST) were present. The site received regulatory closure in 1998. The Phase I report concluded that the LUST site does not represent a *Recognized Environmental Condition (REC)* to the subject property. No other onsite or offsite RECs were reported in the Phase I ESA.

In December of 2016, ATC advanced soil borings SB-1 through SB-36 to 2.5 feet below ground surface (bgs) in a grid pattern across the site. Soil samples were collected using a hand auger, and stored in eight-ounce jars.

The 36 soil samples collected from 0 to 0.5 feet bgs for OCP analysis (EPA Method 8081A) were combined in the laboratory from four adjacent soil samples, for a total of nine composite samples and one duplicate sample. The 36 soil samples collected from 2 to 2.5 feet bgs were placed on hold in the laboratory pending analysis of the surface samples. Toxaphene was the only pesticide compound that exceeded its Regional Screening Level (RSL) for residential properties. Due to detection of various OCPs in the 0 to 0.5-foot composite samples, the two-foot composite samples were also analyzed. Toxaphene was detected at lower concentrations in the two-foot samples compared to the 0.5-foot samples.

Nine discrete non-contiguous soil samples and one duplicate were analyzed for arsenic using EPA Method 6010B. The soil samples exceeded the Regional Screening Level (RSL) for residential properties. However, arsenic results did not exceed the DTSC-suggested background screening level of 12 milligrams per kilogram (mg/kg).

Soil vapor samples were collected from ten direct-push boring locations at five and 10 feet bgs, respectively. Samples were collected following applicable DTSC and Regional Water Quality Control Board (RWQCB) protocols for soil vapor surveys. The vapor samples were analyzed for methane using EPA Method 8015M. A maximum of 15.26 parts per million by volume (ppmv) was detected near the northeastern corner of the site. This is equivalent to approximately 0.03 percent of the Lower Explosive Limit (LEL), and is not considered to be a hazard to the site.

Each vapor sample was tested for hydrogen sulfide using a hand-held field instrument. No hydrogen sulfide was detected in soil gas at the site.

A Human Health Screening Evaluation was performed using soil sample results from the December 2016 site assessment. The assessment evaluated potential soil exposures associated with four potential receptors, including the hypothetical future resident, future site worker, future site student, and construction worker. Estimated upper-bound hazard indices ranged from 0.014 for the site worker scenario to 0.2 for the residential scenario. The results of the risk assessment indicated that the presence of OCPs in soil is not expected to result in adverse, non-cancer health impacts to any of the potential receptors evaluated.

Estimates of potential cumulative upper-bound lifetime incremental cancer risks ranged from 6.3×10^{-6} for the hypothetical future resident to 2.6×10^{-7} for the construction worker scenarios. Upper-bound lifetime incremental cancer risk estimates for the school site receptors ranged from 1.3×10^{-6} to 6.9×10^{-7} for the site worker and student, respectively. The lifetime incremental cancer risk estimate for the hypothetical

residential receptor exceeds the point of departure of 1×10^{-6} typically utilized by DTSC to determine whether a removal action is warranted to protect human health for unrestricted land uses. The lifetime incremental cancer risk estimates for the site worker, site student, and construction worker are consistent with or below the 1×10^{-6} point of departure. Based on the results of the risk , the concentrations of OCPs, including toxaphene, detected in soil samples collected during this investigation do not present a significant risk to future site workers, students or construction workers. Consequently, no additional mitigation or risk management measures would be warranted for the proposed development and use of the property as a school site.

A land use covenant agreement limiting the future use of the site for non-residential purposes, would be an appropriate risk management option. In general, the vertical extent of toxaphene in soil appears to be limited to the first few feet below ground surface. The limited vertical extent of toxaphene is consistent with the historical application of this now banned pesticide. While the concentrations of toxaphene and other OCPs detected in soil are not anticipated to result in adverse impacts to future site workers, students, or construction workers, ATC recommends that a Soil Management Plan be prepared prior to initiating site development activities. The Soil Management Plan would outline procedures for dust mitigation during earth moving and soil disturbing activities, identify specific health and safety considerations, and establish procedures for monitoring, sampling, and disposal or import of soil utilized during construction.

ATC suggests that the proposed school site be designed to further minimize the potential for direct-contact with OCP impacted soil. Representative measures may include, but are not necessarily limited to, import of clean, documented fill material for use in planters, playgrounds, and playing fields within the first foot of ground surface, and removing topsoil from planned playfield areas for use beneath asphalt-covered areas. These additional measures would serve to further reduce and/or eliminate exposures to residual OCPs in soil.

1.0 SITE DESCRIPTION

The property is located at the southeast intersection of Doris Avenue and North Patterson Road in Oxnard, California (**Figure 1**). The site is a 25-acre rectangular-shaped parcel part of a larger 107.99 acre parcel which is identified by Ventura County's Assessor's Parcel Number (APN) 183-0-070-090. The site is currently utilized as agricultural land with no onsite structures.

The surrounding area is agricultural and residential, with residences to the north of Doris Avenue and agricultural land to the east, south and west.

2.0 BACKGROUND

The site has been used for agriculture purposes from at least the 1940's to the present. The site is currently used to produce row crops. A closed Leaking Underground Storage Tank (LUST) site is located approximately 2,000 feet east of the site, where a 550-gallon and a 3,000-gallon gasoline-containing underground storage tank (UST) were present. The UST site received regulatory closure in 1998. OSD intends to construct elementary and middle schools on the property. In May of 2016, the District entered into an Environmental Oversight Agreement with the DTSC. The fieldwork was completed in general accordance with the *Interim Guidance for Sampling Agricultural Properties* (Third Revision), dated August 7, 2008(a), and discussion with DTSC case workers in September of 2016.

2.1 Geology and Hydrogeology

The site is located in the Oxnard Subbasin of the Santa Clara River Valley Groundwater Basin. The basin is bounded on the north by the Oak Ridge Fault, on the south by the Santa Monica Mountains, on the east by the Pleasant Valley and Las Posas Valley Basins, and on the west by the Pacific Ocean.

The central part of the basin is overlain by Recent Alluvium. Water-bearing sediments are beneath the Recent and Pleistocene soils. Groundwater flow is generally south-southwest (Department of Water Resources, 2003). The site is approximately 40 feet above mean sea level and the land surface slopes gently to the south (USGS, 1996). Groundwater was encountered at approximately 12 feet bgs during this investigation.

3.0 APPARENT PROBLEM

Historical and current use of the property have been for agriculture. Agricultural uses may potentially represent an environmental concern, as the use of pesticides on the property may result in residual pesticides in the surface soils. Based on the fact that future development of the property includes planned school sites, large areas of the site are scheduled to be disturbed by demolition, grading, and reconstruction. These activities may result in the completion of ingestion, inhalation, and dermal exposure pathways via wind-blown dust, soil carried to different parts of the site by heavy equipment, and adhesion to site worker clothing. A Site Conceptual Model indicating the potential exposure pathways is provided in **Appendix A**.

4.0 SITE ASSESSMENT ACTIVITIES

As proposed in ATC's *PEA Workplan –Proposed Elementary and Middle Schools*, dated September 30, 2016 (ATC, 2016), a total of 46 borings were advanced at the site (SB-1 through SB-36, and SV-1 through SV-10). Soil samples were submitted to Positive Lab Service for analysis, and the soil vapor samples were analyzed in a mobile laboratory provided by Optimal Technology.

The completed scope of work is intended to address the concerns outlined in Section 3.0. ATC's justification for the locations and sampling depths selected, as well as the analyses performed are presented below:

- **To address potential concerns related to historical agricultural use at the site**, ATC advanced 36 soil borings (SB-1 through SB-36), with soil samples collected at 0.5 feet and 2.0 feet bgs at each location. The collected samples were composited in a 4:1 ratio and analyzed for OCPs. A total of nine discrete samples were also analyzed for arsenic. To determine the appropriate sampling approach, ATC reviewed the DTSC's *Interim Guidance for Sampling Agricultural Properties*. Approximately the same number of samples were proposed as recommended in the DTSC's guidance, but with samples collected at 0.5 and 2.0 feet bgs would be an appropriate approach.
- **To address potential concerns related to proximity to oil fields**, ATC advanced 10 soil vapor borings (SV-1 through SV-10), with vapor samples collected at 5 feet and 10 feet bgs at each location. The vapor samples were analyzed for the presence of methane and hydrogen sulfide.

A more in-depth discussion of the work performed by ATC is presented below.

4.1 Pre-Field Activities

A Site Health & Safety Plan (HASP) was prepared for the proposed activities to establish the personal health and safety procedures of ATC employees performing work at this location. The program satisfies the requirements promulgated by the Occupational Safety and Health Administration (OSHA). As part of the HASP, ATC personnel are appropriately trained and under a Medical Surveillance Program in accordance with OSHA 40 CFR 1910.120.

Prior to sampling activities, Underground Service Alert (USA) was contacted for the purpose of notifying utility companies with subsurface lines in the site area. No subsurface utilities were present near the sampling locations.

4.2 Soil Sampling

On December 14, 2016, ATC advanced 36 soil borings (SB-1 through SB-36) at the site using a hand auger. The soil boring locations are shown on **Figure 2**. The soil borings were advanced to a maximum depth of 2.5 feet bgs. Sampling equipment was decontaminated using a three-stage wash/rinse with Alconox® (or equivalent) between each interval of sampling. A duplicate soil sample was collected for each laboratory analysis being performed. The samples were contained in non-preserved glass jars, labeled, placed in an ice-chilled cooler, and delivered to Positive Lab Service for analysis. The collected soil samples were analyzed for OCP's using EPA Method 8081A, and for arsenic using EPA Method 6010B.

4.3 Soil Vapor Sampling

On December 13, 2016, ATC observed Cascade Drilling (Cascade) advance soil borings SV-1 through SV-10 at the site. Groundwater was encountered at 12 feet bgs. A DTSC onsite representative recommended vapor probes be set at five and 10 feet bgs in each boring.

On December 15, 2016, ATC observed Optimal Technologies (Optimal) collect soil vapor samples from SV-1 through SV-10. At each sampling location, an electric vacuum pump set to draw 0.2 liters per minute (L/min) of soil vapor was attached to the probe and purged prior to sample collection. Vapor samples were obtained in gas-tight syringes using a three-way swage-lock valves and tubing which connects the sampling probe and the vacuum pump. New tubing was used at each sampling point to prevent cross-contamination.

Soil vapor samples were analyzed in an onsite mobile laboratory for methane using EPA Test Method 8015, and for hydrogen sulfide using a hand-held field instrument (Landtec GEM2000 Plus).

A replicate analysis (duplicate) was performed to evaluate the reproducibility of the sampling system and instrument. Blanks were run at the beginning of the day and after calibration. The blanks were collected using ambient air sample. The blanks checked the septum, syringe, gas chromatography (GC) Column, GC detector, and the ambient air. Blank results are provided with the sample results.

A tracer compound (isobutane) was applied to the soil gas probes at each point of connection in which ambient air could enter the sampling system. These points included the top of the sampling probe where the tubing meets the probe connection, and the surface bentonite seals. None of the collected soil vapor samples contained detectable concentrations of isobutane, suggesting ambient air did not dilute the collected samples.

All sampling equipment was decontaminated between boring and sample locations. Following completion of the sampling activities, each boring was subsequently destroyed in accordance with State Water Resources Control Board regulations.

Soil vapor locations are shown on **Figure 2**.

4.4 Analytical Results

Laboratory analytical results for collected soil and soil vapor samples are discussed below and summarized on **Tables 1 and 2**. Copies of the laboratory analytical reports are provided in **Appendix B**.

Historical Agricultural Use Concerns

Soil borings SB-1 through SB-36 were analyzed to evaluate potential contamination of soils extending to a depth of 0.5 feet bgs for OCPs and arsenic related to historical agricultural usage of the site. Nine discrete soil samples were analyzed for arsenic, while soil samples collected for OCP analysis were combined into four-point composite samples (COMP 1 through COMP 9) at each depth (soil was not composited across multiple depths).

The OCPs alpha and gamma-chlordane, 4,4'-DDD, 4,4'-DDE, 4,4'-DDT, methoxychlor, dieldrin, and endrin, were detected below their respective Regional Screening Levels (RSL's) in the composite soil samples collected at 0.5 feet (COMP 1 through COMP 9). Toxaphene was detected above its RSL in all nine samples plus the duplicate, at a maximum concentration of 2,510 µg/kg in sample COMP 9. Due to the toxaphene detections above its respective RSL, ATC instructed the laboratory to analyze the two-foot depth samples. Toxaphene was detected below its RSL in five of the nine soil samples, and at concentrations less than the corresponding 0.5-foot samples in the remaining four composite two-foot depth samples.

Arsenic was detected in all of the collected soil samples at concentrations ranging from 3.01 to 3.76 mg/kg. It is ATC's opinion that the arsenic concentrations in soil samples collected appear to represent naturally-occurring background concentrations. The DTSC-accepted background concentration for arsenic in the Southern California Region is 12 mg/kg (DTSC, 2008b).

4.4.1 Soil Vapor Results

The site is located within the eastern portion of the West Montalvo Oil Field. There are no current or historic oil production wells located within 1,500 feet of the site. In order to assess potential concerns related to historical oil field production activities in the West Montalvo Oil Field, ten soil vapor probes (SV-1 through SV-10) were advanced to 10 feet bgs. Soil vapor samples were collected from each soil vapor probe at depths of 5 and 10 feet bgs. Methane was detected in soil vapor samples collected at 5 feet bgs in four vapor probes (SV-2, SV-3, SV-5, and SV-9) at concentrations ranging from 10.28 to 15.26

ppmv. Methane was detected in one soil sample collected at a depth of 10 feet bgs (SV-4) at a concentration of 14.22 ppmv. The concentrations of methane detected in soil vapor are less than 0.03% of the lower explosive limit (LEL). Hydrogen sulfide was not detected in any of the soil vapor samples collected at the site. These observations suggest that the methane and hydrogen sulfide potentially associated with the West Montalvo Oil Field do not pose a significant threat to future building occupants and do not warrant additional mitigation.

4.5 Quality Assurance/Quality Control

The samples collected for this PEA investigation were submitted to Positive Lab Service of Los Angeles, California for analysis.

The field data and analytical data were reviewed to attempt to ensure that the field measurements and quality control analyses were properly performed and documented. The field data sheets and chain of custodies were reviewed for completeness and accuracy.

One duplicate sample and one equipment blank sample were collected for this scope of work. The percentage difference between samples and duplicates was within acceptable ranges. The equipment blank sample was non-detect for all tested analytes, as summarized on **Table 3**.

Surrogate recoveries were within the acceptance criteria and all sample batches were generally within the acceptable range for matrix spike and/or matrix spike duplicate results in the laboratory. Any discrepancies were discussed and addressed by the laboratory. Proper sampling, chain-of-custody, and cooling protocols were conducted throughout the investigation.

Based on the quality assurance/quality control analysis, the results are consistent with proper field and laboratory results observed in similar field conditions.

As reported by the laboratory, analysis of the two-foot depth samples was two days outside holding time. The analysis was requested over the Holidays.

All laboratory analytical reports, including QA/QC analysis, are included in **Appendix B**.

5.0 HUMAN HEALTH SCREENING EVALUATION

5.1 Introduction

The PEA screening evaluation for human health effects involves identifying potential chemicals of concern, and comparing a calculated dose for these chemicals to health-based levels developed by EPA and DTSC. For the purpose of the PEA screening evaluation, potential exposures, doses, and risks were evaluated for four potential onsite receptors, including hypothetical resident, future school worker, future student, and construction worker exposure scenarios. For the purpose of this analysis, the human health screening evaluation was performed utilizing data obtained from the December 2016 site assessment.

Exposure to chemicals can only occur if there is a complete pathway by which chemicals in site soil, water, or air can be contacted by humans. Therefore, the evaluation of exposure pathways is the first step in the human health screening evaluation. Potential dose and risk are then calculated based on an evaluation of potential exposure concentrations of chemicals of concern, and the toxicity of the chemicals. The findings of the human health screening evaluation are summarized in the risk characterization summary. The uncertainty section presents factors in the risk assessment that may result in an overestimation or underestimation of risk for risk management consideration. Risk and hazard estimates based on the use of the maximum detected concentrations of constituents in soil are also presented in the discussion of uncertainty.

5.2 Exposure Pathways and Media of Concern

5.2.1 Conceptual Site Model

As discussed in Section 2.0, the site has been used for agriculture purposes since at least the 1940s and is currently used to produce row crops. A closed Leaking Underground Storage Tank (LUST) site is located approximately 2,000 feet east of the site, where a 550-gallon and a 3,000-gallon gasoline-containing underground storage tank (UST) were present. The UST site received regulatory closure in 1998. The OSD intends to construct elementary and middle schools on the property. In May of 2016, the OSD entered into an Environmental Oversight Agreement with the DTSC. While specific plans and details regarding the proposed facilities have not been prepared, ATC anticipates that the development will include construction of buildings, parking lots, playfields, hardcourts, and common space areas.

Following development, it is anticipated that only limited portions of the site would be exposed and available for contact by future students and school workers. The potential for direct contact with soil under anticipated future site conditions is expected to be minimal. Consistent with agency guidance for baseline risk assessments, it was assumed that the site will be uncovered and that bare soils will be available for contact for the purpose of the screening human health evaluation. Consequently, children attending the school, certain school staff, and workers engaged in construction activities could potentially be exposed to site chemicals through incidental ingestion, dermal contact, and inhalation of vapors and particulates from chemicals in soil. In accordance with PEA guidance, exposures to chemicals at the site were evaluated assuming hypothetical residential exposures. Potential school staff, students, and construction worker exposures were also evaluated for the same exposure pathways.

The conceptual site model (CSM) for the site is included in **Appendix A**.

5.2.2 Soil Exposure Pathways

Chemicals detected in soil at the site include OCPs and arsenic. While the post-development conditions (i.e., presence of flatwork and buildings over the majority of the site surface) would serve to limit the frequency or duration of potential soil exposure pathways, potential contact with soil by students, staff, and or construction workers may occur in the future. For chemicals in soil, potentially complete exposure pathways include dermal contact with soil and incidental ingestion of soil.

5.2.3 Water Exposure Pathways

The shallow groundwater is not a current or proposed source of drinking water for the site. Therefore, the groundwater exposure pathway is considered to be an incomplete exposure pathway for the purpose of this screening health risk assessment. No permanent surface water bodies occur on the site or in the near vicinity of the site. Therefore, exposures to surface water were not evaluated.

5.2.4 Air Exposure Pathways

For chemicals in soil, potential exposure may occur as a result of particulate erosion from the soil surface and subsequent suspension of particulates in air. This process and the resulting exposure is often referred to as the fugitive dust exposure pathway. The site is currently undeveloped and future site grading and construction activities could result in the generation of fugitive dust. In addition, it is anticipated that relatively small areas of the site will be reserved for open play areas that could potentially result in the generation of fugitive dust. Based on this information, potential exposures to chemicals through the fugitive dust pathway warrant quantitative evaluation for the chemicals of potential concern (COPCs) at the site.

The results of soil vapor sampling performed at the site did not indicate the presence of methane or hydrogen sulfide at concentrations that would represent a vapor intrusion threat or a risk of fire or

explosion. Consequently, potential exposure to methane and hydrogen sulfide in indoor and outdoor air are not considered to represent complete exposure pathways at this time.

5.2.5 Summary of Selected Exposure Pathways

For the purpose of this PEA screening evaluation, receptors including a hypothetical resident, future school worker, future student, and construction worker were assumed to be exposed to organochlorine pesticides in site soil through direct dermal contact, incidental ingestion, and inhalation of airborne particulates (i.e. fugitive dust).

5.3 Selection of Chemicals of Potential Concern

Chemicals of Potential Concern (COPCs) include constituents that are present in soil that may result in adverse health effects under the defined conditions of exposure. The PEA sampling activities included analysis for arsenic, a naturally-occurring element that may also be associated with historical arsenic-based pesticides, and organochlorine pesticides (OCPs). **Table 1** summarizes the laboratory analytical results for arsenic and OCPs detected in soil at the site. **Appendix C, Table C-1** presents the same data but also includes a descriptive statistical summary of the COPCs that were detected in soil samples obtained as a component of the PEA investigation. Specifically, **Table C-1** includes a summary of the number of soil samples analyzed (including duplicates), frequency of detection, range of non-detect values, minimum and maximum detected concentrations, and the arithmetic mean for each chemical detected.

Arsenic detected in soil was evaluated to determine if the concentrations detected were consistent with “background” conditions (i.e., conditions unaffected by site-related activities). Arsenic was detected in soil at concentrations ranging from 3.01 to 3.76 mg/kg. The concentrations of arsenic are below the DTSC established background screening value of 12 mg/kg (DTSC, 2008b). Based on this information, arsenic is considered to be present at concentrations within the range of anticipated background concentrations and was excluded from quantitative analysis in the screening health risk assessment.

All other COPCs that were detected in soil for which relevant toxicological evaluations have been performed were retained for quantitative analysis in the screening health risk assessment.

The concentrations of COPCs at specific exposure points will vary over space and time. However, a single estimate of an Exposure Point Concentration (EPC) is required for risk assessment calculations (USEPA, 1989). This single value must be representative of the average concentration to which a person would be exposed over the duration of the exposure. EPCs generally are estimated using either measured concentrations in environmental media or developed using fate and transport models. For COPCs in soil, the maximum concentration of each COPC detected in soil was utilized to represent the EPC in this analysis. Use of the maximum concentration as the basis for the EPC represents a conservative and health-protective assumption and is consistent with DTSC guidance for PEA screening evaluations.

5.4 Exposure Parameters

Exposure parameters are quantitative estimates of the frequency, duration, and magnitude of exposure to soil based on information contained in DTSC and USEPA guidance, as well as professional judgment. The exposure parameters were selected from DTSC (2014) and USEPA (2009 and 2011) guidance. **Appendix C, Table C-2** presents the exposure assumptions that were used in this screening health risk assessment for the residential receptor, occupational worker, and construction worker.

5.4.1 Common Exposure Parameters

The exposure frequency represents the number of days a year a receptor may be expected to be exposed to COPCs. The exposure frequency for residential receptors is 350 days per year, which is assumed to be 7 days per week for 50 weeks per year (DTSC, 2014). The exposure frequency for the site worker and student is assumed to be 180 days per year, consistent with a typical school schedule. The exposure frequency for the construction worker is 250 days per year, which assumes 5 days per week for 50 weeks per year (DTSC, 2014).

The exposure duration for child residential receptors is 6 years and for an adult resident is 20 years (DTSC, 2014). The exposure durations for the site worker and construction worker are 25 years and 1 year, respectively (DTSC, 2014). The exposure duration for the student was assumed to be 9 years, representing attendance from kindergarten through 8th grade (i.e., from age 5 through age 13). The average body weight for an adult receptor is 80 kilograms (kg) and for a child resident is 15 kg (DTSC, 2014). An average body weight of 35 kg was assumed for the student receptor. This value represents the average body weight of a student between the ages of 5 and 14 (OEHHA, 2004).

The averaging time parameter averages exposure over a period of time. For non-carcinogenic effects, the averaging time is based on the exposure duration multiplied by 365 days per year. The averaging time for non-carcinogenic effects for a child residential receptor is 2,190 days, for an adult residential receptor is 7,300 days, for a site worker is 9,125 days, and for a construction worker is 365 days (DTSC, 2014). The averaging time for non-carcinogenic effects for the student receptor is 3,285 days, reflecting a nine year period of attendance. The averaging time for carcinogenic effects is based on a lifetime exposure of 70 years multiplied by 365 days/year for 25,550 days (DTSC, 2014). When calculating carcinogenic risk, the total intake of a chemical over a lifetime is used. For the residential exposure scenario, the total chemical intake includes the sum of the intake for 6 years as a child and 20 years as an adult.

5.4.2 Inhalation Exposure Parameters

The exposure time represents the amount of time in a day that a receptor may be exposed to either fugitive dust via inhalation, ambient air, or indoor air. The exposure time for a residential receptor assumes a full day (24-hour) exposure. The exposure time for site worker, student, and construction worker assumes an 8 hour day (DTSC, 2014).

5.4.3 Incidental Soil Ingestion Exposure Parameters

The ingestion rate represents the amount of soil a receptor may accidentally ingest in a day at the site. The ingestion rate for an adult residential receptor is 100 milligrams per day (mg/day) and 200 mg/day for a child resident. The student soil ingestion rate utilized in this analysis is 72 mg/day. This value reflects the average soil ingestion rate based on the fraction of time spent at school (59%) and the age-specific soil ingestion rates of 200 mg/day for ages 5 and 6 and 100 mg/day for ages 7 through 14 (OEHHA, 2004). The ingestion rate for an occupational worker assumes 100 mg/day, and a construction worker is 330 mg/day (DTSC, 2014).

5.4.4 Dermal Contact with Soil Exposure Parameters

The skin surface area represents how much skin is exposed for dermal contact with soil. The surface area is 6,032 square centimeters (cm²) for the adult residential receptor, site worker, and construction worker and 2,900 cm² for a child residential receptor (DTSC, 2014).

The soil-to-skin adherence factor represents how much soil will remain on the skin after direct contact with the soil is no longer available. The soil-to-skin adherence factor is 0.2 milligrams per square centimeter per day ($\text{mg}/\text{cm}^2\text{-day}$) for the child resident, site worker and student receptors (DTSC, 2014). Soil-to-skin adherence factors of 0.07 and 0.8 $\text{mg}/\text{cm}^2\text{-day}$ were used for the adult residential receptor and construction worker, respectively (DTSC, 2014).

5.4.5 Particulate Emission Factor

The particulate emission factor (PEF) relates the contaminant concentration in soil with the concentration of respirable particles in the air due to fugitive dust emissions from the surface of the site (USEPA, 1991b). DTSC recommended a PEF default value of $1 \times 10^6 \text{ m}^3/\text{kg}$.

- For the purpose of this analysis, default assumptions recommended by EPA and DTSC were used along with the default PEF. The calculations are provided in **Appendix C, Table C-4**. **The use of default PEF value for construction worker to all receptors results in more conservative (i.e., higher) risk estimates for dust inhalation.**

5.5 Toxicity Values and Summary Tables

The toxicity assessment characterizes the relationship between the magnitude of exposure to a COPC and the nature and magnitude of adverse health effects that may result from such exposure. For purposes of calculating exposure criteria to be used in risk assessments, adverse health effects endpoints are classified into two broad categories: non-carcinogenic and carcinogenic. Toxicity values/exposure criteria are generally developed based on the threshold approach for non-carcinogenic effects and the non-threshold approach for carcinogenic effects. Toxicity values may be based on epidemiological studies, short-term human studies, or subchronic or chronic animal data.

5.5.1 Carcinogenic Effects

In human health risk assessment, a slope factor is used to estimate an upper-bound probability of an individual developing cancer as a result of a lifetime of exposure to a particular level of a potential carcinogen. Specifically, a slope factor is a plausible upper-bound estimate of the probability of a response per unit intake of a chemical over a lifetime and is usually the 95% Upper Confidence Limit (UCL) of the slope of the dose-response curve expressed in $(\text{mg}/\text{kg}\text{-day})^{-1}$ for non-inhalation pathways and $(\mu\text{g}/\text{m}^3)^{-1}$ for inhalation pathways.

For carcinogenic COPCs, toxicity criteria were selected from the Office of Environmental Health Hazard Assessment (OEHHA) Toxicity Criteria Database. If no OEHHA toxicity criteria were available, toxicity criteria were selected from USEPA Integrated Risk Information System (IRIS) (EPA, 2017) or USEPA Regional Screening Level Table (USEPA, 2016). Carcinogenic toxicity criteria for the COPCs are presented in **Appendix C, Table C-3**.

5.5.2 Non-Carcinogenic Effects

For the evaluation of non-carcinogenic effects, chronic reference doses (RfDs) for the ingestion route and reference concentrations (RfCs) for the inhalation route are used. A chronic RfD, expressed in milligrams per kilogram per day or $\text{mg}/\text{kg}\text{-day}$, is an estimate of a daily exposure level for the human population, including sensitive subpopulations that are likely to be without appreciable risk of deleterious effects during a lifetime. The RfC is expressed in units of micrograms of chemical per cubic meter of air ($\mu\text{g}/\text{m}^3$) and is an estimate of the maximum air concentration that can be present over a specified time period without an appreciable risk of deleterious effects. Chronic reference doses and reference concentrations are

generally used to evaluate the potential non-carcinogenic effects associated with exposure periods between 6 years and a lifetime. Non-carcinogenic toxicity criteria for the COPCs are presented in **Appendix C, Table C-3**.

For non-carcinogenic COPCs, toxicity criteria were selected according to the following hierarchy of sources:

- The OEHHA's chronic reference exposure levels (RELs) or RfDs from the OEHHA Toxicity Criteria Database (OEHHA, 2017).
- The RfDs/RfCs from IRIS (USEPA, 2017).
- USEPA's Provisional Peer Reviewed Toxicity Values (PPRTVs), as provided for specific chemicals in the USEPA, Regional Screening Level Table (USEPA, 2016); and

When available, child-specific RfDs were utilized in this analysis. Child-specific RfDs were identified for chlordane and methoxychlor only. Other toxicity values, as provided for specific chemicals in the USEPA Regional Screening Level Table (USEPA, 2016). Other sources referenced in the USEPA tables include Minimal Risk Levels (MRLs) from the Agency for Toxic Substances Disease Registry (ATSDR); values from the National Center for Environmental Assessment (NCEA); values from New Jersey Department of Environmental Protection (NJDEP); and values from USEPA Health Effects Assessment Summary Tables (HEAST).

5.6 Risk Characterization Summary

In this section of the screening health risk assessment, toxicity and exposure assessments were integrated into quantitative expressions of non-carcinogenic hazards and carcinogenic risks. As was previously discussed, the exposure and risk assessment methodology utilized in this analysis accounts for potential exposure to all COPCs.

The estimates of hazard and risk for individual COPCs and exposure pathways are presented numerically in **Appendix C, Tables C-5 through C-16**. Summaries of the hazard quotients for the residential, site worker, student, and construction worker scenarios are presented in **Tables C-17, C-19, and C-21, and C-23**, respectively. Summaries of the lifetime incremental cancer risks for the residential, site worker, student, and construction worker scenarios are presented in **Tables C-18, C-20, C-22, and C-24**, respectively. **Table C-25** provides a summary of estimated cumulative hazard indices and lifetime incremental cancer risks for each potential receptor.

The following sections provide a summary overview of the cumulative hazard indices and lifetime incremental cancer risks associated with the exposure scenarios that were quantified as a component of this evaluation.

5.6.1 Non-Carcinogenic Health Effects

Potential non-carcinogenic effects are typically evaluated by comparing exposure over a specified time period with a reference dose derived for a similar exposure period. This ratio of exposure (dose or concentration) to toxicity is referred to as a Hazard Quotient (HQ). The HQ was calculated as follows for each COPC:

Inhalation Pathways:

$$HQ_i = \frac{AAC_i}{RfC_i}$$

Ingestion and Dermal Pathways:

$$HQ_i = \frac{ADD_i}{RfD_i}$$

where:

HQ_i = Hazard quotient for chemical "i" (unitless);
AAC_i = Average air concentration for chemical "i" (µg/m³);
RfC_i = Inhalation reference concentration for chemical "i" (µg/m³);
ADD_i = Average daily dose for chemical "i" (mg/kg); and
RfD_i = Reference dose for chemical "i" (mg/kg).

In cases where individual COPCs potentially act on the same organs or result in the same health endpoint (e.g., respiratory irritants), potential additive effects may be addressed by calculating a hazard index (HI) as follows:

$$HazardIndex = \sum_{i=1}^n HazardQuotient_i$$

where: i = specific health endpoint

A HI or HQ (for effects which are not additive) of less than or equal to 1 (referred to herein as the significance threshold) indicates acceptable levels of exposure for COPCs having an additive effect. In this analysis, a HI was calculated by summing the HQs for all COPCs, regardless of toxic endpoint, as recommended by agency guidance (USEPA, 1989). This approach is generally believed to overestimate the potential for non-carcinogenic health effects due to simultaneous exposure to multiple chemicals because it does not account for different toxic endpoints (USEPA, 1989).

It should be noted that HQs or HIs greater than 1 do not necessarily mean that adverse health effects will be observed. A substantial margin of safety has been incorporated into some of the RfDs and RfCs developed for the COPCs. Therefore, for these chemicals, adverse health effects may not be observed even if the HQ or HI is much larger than 1.

The following paragraphs summarize the results of the non-carcinogenic risk characterization for each receptor evaluated. The non-cancer hazards estimated for each chemical and exposure pathway evaluated are presented in **Appendix C, Tables C-14, C-16, and C-18** for the residential, occupational worker, and construction worker, respectively.

Residential Receptor

The non-cancer HQs and HIs associated with potential exposure by the hypothetical onsite residential receptors are summarized in **Table C-17**. Non-cancer HQs for incidental ingestion of soil, dermal contact with soil, and inhalation of fugitive dust are presented in **Tables C-5** (Incidental Ingestion), **C-6** (Dermal Contact), and **C-7** (Inhalation of Fugitive Dust). The non-cancer HI for hypothetical residential receptors exposed to all of the COPCs in soil at the site is 0.2. This value is below the acceptable HI of 1.0. Consequently, potential exposure to the COPCs in soil would not be expected to result in adverse non-cancer health effects for this receptor.

Site Worker

The non-cancer HQs and HIs associated with potential exposure by onsite occupational workers are summarized in **Table C-19**. Non-cancer HQs for incidental ingestion of soil, dermal contact with soil, and inhalation of fugitive dust air are presented in **Tables C-8** (Incidental Ingestion), **C-9** (Dermal Contact), and **C-10** (Inhalation of Fugitive Dust). The non-cancer HI for site workers potentially exposed to all of the COPCs in soil at the site is 0.014. This value is below the acceptable HI of 1.0. Consequently, potential exposure to the COPCs in soil would not be expected to result in adverse non-cancer health effects for this receptor.

Student

The non-cancer HQs and HIs associated with potential exposure by students are summarized in **Table C-21**. Non-cancer HQs for incidental ingestion of soil, dermal contact with soil, and inhalation of fugitive dust air are presented in **Tables C-11** (Incidental Ingestion), **C-12** (Dermal Contact), and **C-13** (Inhalation of Fugitive Dust). The non-cancer HI for students potentially exposed to all of the COPCs in soil at the Site is 0.019. This value is below the acceptable HI of 1.0. Consequently, potential exposure to the COPCs in soil would not be expected to result in adverse non-cancer health effects for this receptor.

Construction Worker

The non-cancer HQs and HIs associated with potential exposure by an onsite construction worker are summarized on **Table C-23**. Non-cancer HQs for incidental ingestion of soil, dermal contact with soil, and inhalation of fugitive dust are presented in **Tables C-14**, **C-15**, and **C-16**, respectively. The non-cancer HI for construction workers exposed to all of the COPCs in soil at the site is 0.067. This value is below the acceptable HI of 1.0. Consequently, potential exposure to the COPCs in soil would not be expected to result in adverse non-cancer health effects for this receptor.

5.6.2 Carcinogenic Health Effects

Carcinogenic risks are estimated as the incremental probability of an individual developing cancer over a lifetime as a result of exposure to a potential carcinogen. The slope factor (SF) converts estimated daily intakes averaged over a lifetime of exposure to incremental risk of an individual developing cancer (USEPA, 1989). This carcinogenic risk estimate is generally an upper-bound value since the slope factor is often a 95% UCL of probability of response based on experimental animal data. For inhalation exposures, the Inhalation Unit Risk (IUR) is used to estimate an upper-bound probability of an individual developing cancer as a result of a lifetime exposure. The IUR is a concentration-based estimate of carcinogenic potency and is expressed as risk over time ($\mu\text{g}/\text{m}^3$). Lifetime Incremental Cancer risks for COPCs were calculated as follows:

Inhalation Pathways:

$$CR_i = LAC_i \times IUR_i$$

Ingestion and Dermal Pathways:

$$CR_i = LDD_i \times SF_i$$

where:

- CR_i = Lifetime Incremental Cancer risk for chemical "i" (unitless);
- LAC_i = Lifetime air concentration for chemical "i" (µg/m³);
- IUR_i = Inhalation unit risk factor for chemical "i" (µg/m³)⁻¹;
- LDD_i = Lifetime daily dose for chemical "i" (mg/kg-day); and
- SF_i = Slope factor for chemical "i" (mg/kg-day)⁻¹.

The estimated excess cancer risks for each chemical are summed regardless of toxic endpoint to estimate the total excess cancer risk for the exposed individual:

$$CR = \sum_{i=1}^n CR_i$$

where: i = specific health endpoint

The USEPA and CalEPA have defined what is considered to be an acceptable level of risk in similar, though slightly different ways. The USEPA considers one in one-million (1×10⁻⁶) to one in ten thousand (1×10⁻⁴) to be the target range for acceptable risk (USEPA, 1990a, 1990b). Estimates of lifetime excess cancer risk associated with exposure to chemicals of less than 1×10⁻⁶ are considered *de minimis*, a risk level that is so low as to not warrant any further investigation or analysis (USEPA, 1990a). The DTSC also generally targets the same range for acceptable risks, but typically utilizes the 1×10⁻⁶ risk estimate as the point of departure for current or prospective school sites.

The following sections summarize the results of the carcinogenic risk characterization for each receptor evaluated. The lifetime incremental cancer risks estimated for each chemical and exposure pathway evaluated are presented in **Appendix C, Tables C-18, C-20, C-22, and C-24** for the residential, site worker, student, and construction worker receptors, respectively.

Residential Receptor

The cancer risks associated with potential exposure by the onsite residential receptors are summarized on **Table C-18**. Cancer risks for incidental ingestion of soil, dermal contact with soil, and inhalation of fugitive dust are presented in Tables **C-5, C-6, and C-7**, respectively.

The upper-bound cumulative lifetime incremental cancer risks for residential receptors potentially exposed to all of the COPCs in soil at the Site is 6.3 x 10⁻⁶. Approximately 86% of the lifetime incremental cancer risk estimate is associated with incidental ingestion of soil. Toxaphene accounts for approximately 80% of the cumulative lifetime incremental cancer risk estimate. The calculated lifetime incremental cancer risk for this receptor is greater than 1 x 10⁻⁶. This finding suggests that under current conditions, the site would not be suitable for residential or unrestricted uses.

Site Worker

The upper-bound cumulative lifetime incremental cancer risks associated with potential exposure by site workers are summarized on **Table C-20**. The upper-bound cumulative lifetime incremental cancer risks for incidental ingestion of soil, dermal contact with soil, and inhalation of fugitive dust are presented in **Tables C-8, C-9, and C-10**, respectively.

The upper-bound cumulative lifetime incremental cancer risks for the site worker potentially exposed to all of the COPCs in soil at the site is 1.3×10^{-6} . Approximately 62% of the lifetime incremental cancer risk estimate is associated with incidental ingestion of soil, while the balance of the risk estimate is associated with dermal contact with soil. Toxaphene accounts for approximately 80% of the cumulative lifetime incremental cancer risk estimate. The calculated lifetime incremental cancer risk for this receptor is consistent with the 1×10^{-6} point of departure and no additional action is warranted for this receptor.

Student

The upper-bound cumulative lifetime incremental cancer risks associated with potential exposure by an onsite student are summarized on **Table C-22**. The upper-bound cumulative lifetime incremental cancer risks for incidental ingestion of soil, dermal contact with soil, and inhalation of fugitive dust are presented in **Tables C-11, C-12, and C-13**, respectively.

The upper-bound cumulative lifetime incremental cancer risks for the student receptor potentially exposed to all of the COPCs in soil at the site is 6.9×10^{-7} . The calculated lifetime incremental cancer risk for this receptor is less than 1×10^{-6} . Consequently, potential exposures to future students do not warrant additional action.

Construction Worker

The upper-bound cumulative lifetime incremental cancer risks associated with potential exposure by an onsite construction worker are summarized on **Table C-24**. The upper-bound cumulative lifetime incremental cancer risks for incidental ingestion of soil, dermal contact with soil, and inhalation of fugitive dust are presented in **Tables C-14, C-15, and C-16**, respectively.

The upper-bound cumulative lifetime incremental cancer risks for construction worker receptor potentially exposed to all of the COPCs in soil at the site is 2.6×10^{-7} . The calculated lifetime incremental cancer risk for this receptor is less than 1×10^{-6} . Consequently, potential exposures associated with construction activities do not warrant additional action.

5.7 Uncertainty Analysis

There is a certain degree of uncertainty in estimating exposures to chemicals in the environment. To account for these uncertainties, the risk assessment methodology was designed to be conservative. Where values are uncertain because of a lack of site-specific data, regulatory agency default values and/or conservative values were used. Specific sources of conservatism associated with this screening health risk assessment are discussed below:

- The exposure point concentrations utilized in this assessment were based on the maximum concentration of a COPC detected in soil. Use of the maximum detected concentration as an exposure point concentration provides the highest plausible estimate of exposure and associated hazard or risk. Cumulative estimates of hazard and risk are considered to be theoretical and actual cumulative hazards and risks are likely to be lower than the values derived from this analysis.
- The exposure assessment performed as a component of this analysis incorporates a number of assumptions regarding the current or future presence of receptors and the frequency and duration of activities that may result in exposure to the receptors. The exposure factors utilized in calculating exposures and risks are intended to provide reasonable upper-bound estimates for the receptors and exposure pathways considered. While these assumptions are unlikely to underestimate exposure and risk, alternative assumptions based on average or most-likely conditions could yield lower estimates of exposure and risk. For example, the actual period of time that a residential receptor, site worker, or construction worker would be involved in direct

contact with soils is anticipated to be substantially less than the exposure frequency and duration utilized in this assessment.

- Some of the toxicity values utilized in this assessment involve the extrapolation of results from animal studies. When the results of these animal studies are extrapolated to humans, safety factors or other conservative assumptions are typically applied to ensure that human health effects are not underestimated. For carcinogenic effects, the risk assessment methodology assumes the absence of a threshold dose. In essence, this means that exposure to any quantifiable amount of a carcinogenic compounds would result in an estimated risk.
- Exposures and associated risks resulting from contact with multiple COPCs were conservatively assumed to be additive, without regard to specific health effects endpoints (e.g., target organs, tumor type, toxic endpoint, or mode of action). If the health effects endpoints were considered, the cumulative risks would be lower than the values presented in this assessment.
- Exposure point concentrations for COPCs in fugitive dust were estimated utilizing a standardized equation for wind erosion. While this approach is reasonable in the absence of suitable data derived from air sampling and gravimetric analysis, the actual concentrations of dust may be different. In general, the estimated concentrations of COPCs in fugitive dust predicted in this assessment are anticipated to be higher than the actual concentrations.
- Laboratory analytical data for all sampled OCPs included composite, rather than discrete samples. While the use of composite sample results could influence the statistical evaluation for specific COPCs, for the purpose of this analysis, the potential impact is not considered to be significant.
- This assessment presumes that all areas of the site would be potentially available for contact by the residents, site workers and construction workers. This assumption does not account for the future presence of engineered surfaces, buildings, or the presence of vegetation across the site that could serve to further reduce potential exposures or potentially eliminate certain exposure pathways.

6.0 ECOLOGICAL SCREENING EVALUATION

The DTSC requested an ecological screening evaluation of the active agricultural site where proposed elementary and middle schools are to be built. ATC contracted with Rincon Consultants (Rincon) of Ventura, California to perform the evaluation. Rincon concluded that no biologically sensitive resources were present at the site due to a lack of undisturbed natural habitat. A copy of the report is provided in **Appendix D**.

7.0 CONCLUSIONS

7.1 Soil Media

Shallow soil samples were collected in a grid pattern across the approximate 25-acre site. A total of 36 soil borings (SB-1 through SB-36) were advanced to maximum depths of two feet bgs, and composited into nine samples for both the 0.5 and 2.0 feet bgs sampling intervals. Two constituents, arsenic and toxaphene, were detected in soil at concentrations in excess of DTSC and/or EPA health-based screening levels for residential land use. Toxaphene was detected in shallow soil across the site at relatively consistent concentrations, and its presence appears to be related to historical agricultural applications. The concentrations of arsenic detected in soil were determined to be consistent with background concentrations of this naturally-occurring element.

Ten soil vapor probes (SV-1 through SV-10) were advanced to 10 feet bgs, and soil vapor samples were collected at depths of 5 and 10 feet bgs. Methane was detected in soil vapor samples collected at 5 feet bgs in four vapor probes (SV-2, SV-3, SV-5, and SV-9) at concentrations well below ten percent LEL. Hydrogen sulfide was not detected in any of the soil vapor samples collected at the site. These observations suggest that the methane and hydrogen sulfide potentially associated with the West Montalvo

Oil Field do not pose a significant threat to future building occupants and do not warrant additional mitigation.

A screening health risk assessment was performed for all OCPs detected in soil. The assessment evaluated potential soil exposures associated with three potential receptors, including the hypothetical future resident, site worker, and construction worker. Estimated upper-bound hazard indices ranged from 0.014 for the site scenario to 0.2 for the residential scenario. Cumulative hazard indices for the site student and construction worker were 0.019 and 0.067, respectively. The results of the risk assessment indicated that the presence of OCPs in soil is not expected to result in adverse, non-cancer health impacts to any of the potential receptors evaluated.

Estimates of potential cumulative upper-bound lifetime incremental cancer risks ranged from 6.3×10^{-6} for the hypothetical future resident to 2.6×10^{-7} for the construction worker scenarios. The lifetime incremental cancer risk estimate for the hypothetical residential receptor exceeds the point of departure of 1×10^{-6} typically utilized by DTSC to determine whether a removal action is warranted to protect human health for unrestricted land uses. Upper-bound lifetime incremental cancer risk estimates for the school site receptors ranged from 1.3×10^{-6} to 6.9×10^{-7} for the site worker and student, respectively. The lifetime incremental cancer risk estimates for the site worker, site student, and construction worker are consistent with or below the 1×10^{-6} point of departure. Based on the results of the risk, the concentrations of OCPs, including toxaphene, detected in soil samples collected during this investigation do not present a significant risk to future site workers, students or construction workers. Consequently, no additional mitigation or risk management measures would be warranted for the proposed development and use of the property as a school site.

8.0 RECOMMENDATIONS

The results of the screening health risk assessment indicate that the lifetime incremental cancer risk estimate for the hypothetical residential receptor exceeds the point of departure of 1×10^{-6} utilized by DTSC. In the event that unrestricted use of the property is desired, consideration should be given to performing removal or remedial actions designed to reduce the concentrations of toxaphene in soil to levels that are suitable for residential use. Alternatively, a land use covenant agreement, limiting the future use of the site for non-residential purposes, would be an appropriate risk management option. In general, the vertical extent of toxaphene in soil appears to be limited to the first few feet below ground surface. The limited vertical extent of toxaphene is consistent with the historical application of this now banned pesticide. While the concentrations of toxaphene and other OCPs detected in soil are not anticipated to result in adverse impacts to future site workers, students, or construction workers, ATC recommends that a Soil Management Plan be prepared prior to initiating site development activities. The Soil Management Plan would outline procedures for dust mitigation during earth moving and soil disturbing activities, identify specific health and safety considerations, and establish procedures for monitoring, sampling, and disposal or import of soil utilized during construction.

ATC also suggests that consideration be given to the design and planning of the proposed school site in order to further minimize the potential for direct-contact with OCP impacted soil. Representative measures may include, but are not necessarily limited to, import of clean, documented fill material for use in planters, playgrounds, and playing fields within the first foot of ground surface, and removing topsoil from planned playfield areas for use beneath asphalt-covered areas. These additional measures would serve to further reduce and/or eliminate exposures to residual OCPs in soil.

9.0 PUBLIC PARTICIPATION PROCESS

The OSD has elected to make this PEA available for public review and comment, concurrently with DTSC review, as allowed in California Education Code § 17213.1, (a)(6)(A).

The OSD published a notice of the availability of the PEA for public review in a local newspaper. The OSD initiated the public comment period on March 23rd, 2017, which will continue through April 24th 2017. Additionally, the OSD will hold a public hearing on April 19th to discuss the PEA. All public comments pertaining to the PEA will be forwarded to the DTSC once received.

10.0 LIMITATIONS

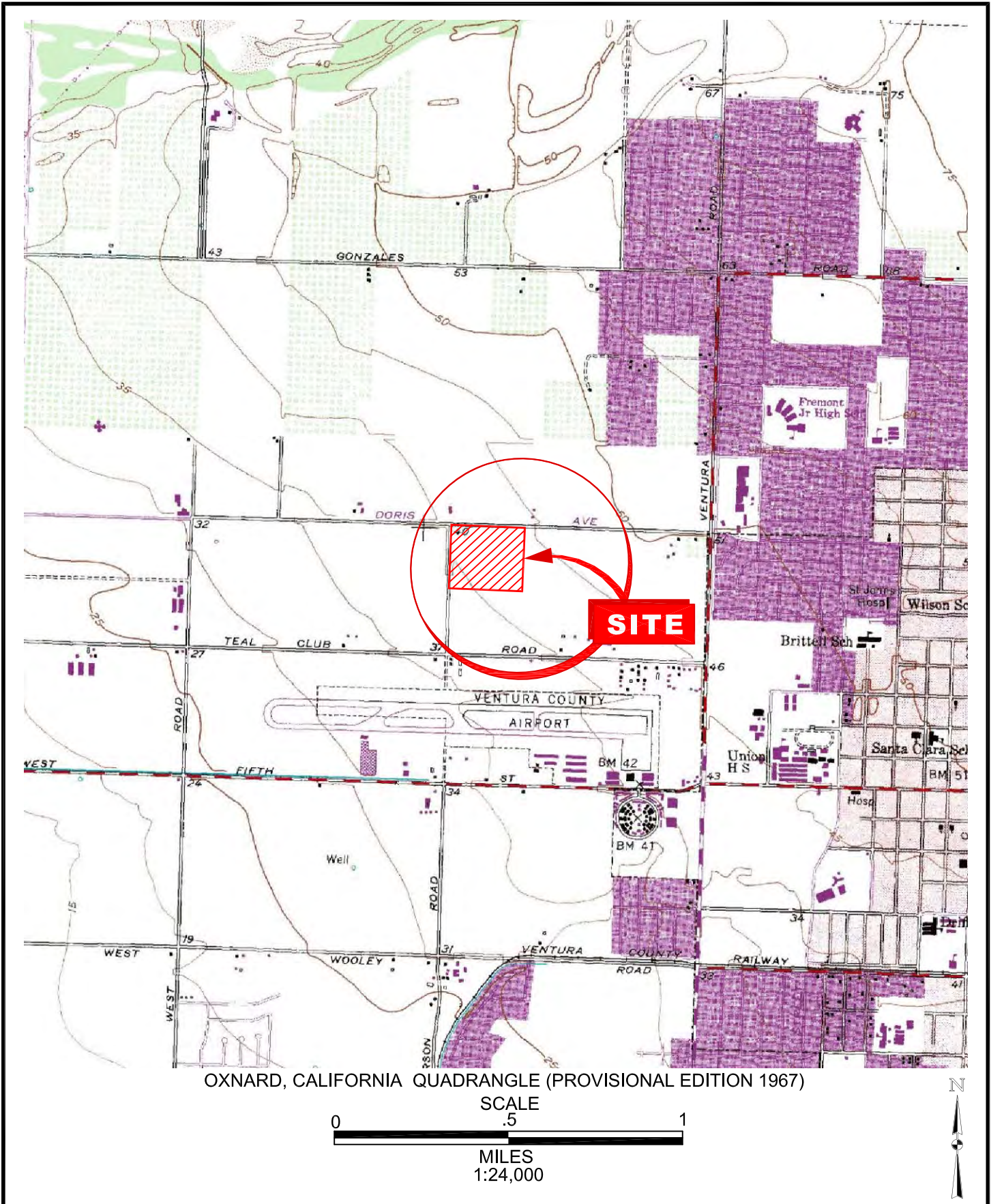
The conclusions presented in this document are based on ATC's observations of existing site conditions, interpretation of site history, site usage information collected during the study, and the professional judgment of ATC. Conclusions should not be relied upon to precisely represent conditions at any other time. Facts, conditions, and acceptable risk factors may change with time and this report should be utilized within this context. Findings based on the usage of data provided by others carry no warranty, expressed or implied. Conclusions about the site conditions under no circumstances comprise a warranty that conditions in all areas within the site (and beneath structures) are of the same quality that ATC has inferred from observable site conditions and readily available site history. ATC makes no warranty, either expressed or implied, as to its findings, opinions, recommendations, specifications, or professional advice, except that they were formulated after being prepared in accordance with generally accepted standards of care and diligence normally practiced by recognized consulting firms performing services of similar nature.

11.0 REFERENCES

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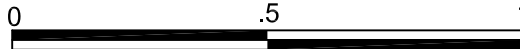
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FIGURES



OXNARD, CALIFORNIA QUADRANGLE (PROVISIONAL EDITION 1967)


SCALE



MILES
1:24,000



SITE VICINITY MAP
PROPOSED NEW SCHOOL SITE
 DORIS AVENUE AND NORTH PATTERSON ROAD
 OXNARD, CALIFORNIA

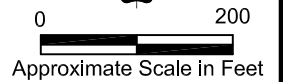
PROJECT NUMBER: 1011600826	PHASE: 1	FIGURE
REVIEW BY: G. BUCHANAN	DRAWN BY: DAW	1
		25 Cupania Circle Monterey Park, CA 91755 Ph: (323) 517-9780 *** Fax: (323) 517-9781

FILE: _____



LEGEND

- SB-1 SOIL BORING LOCATION
- SV-1 VAPOR BORING LOCATION



SCALE: 1" = 200'

**SITE PLAN WITH BORING LOCATIONS
PROPOSED NEW SCHOOL SITE
DORIS AVENUE AND NORTH PATTERSON ROAD
OXNARD, CALIFORNIA**

PROJECT NUMBER: 1011600826	PHASE: 1	FIGURE
REVIEW BY: G. BUCHANAN	DRAWN BY: DAW	2
25 Cupania Circle Monterey Park, CA 91755 Ph: (323) 517-9780 *** Fax: (323) 517-9781		

FILE: _____

TABLES

Table 1
Laboratory Summary - Soil Analytical Data: OCPs & Arsenic

Proposed Elementary and Middle Schools
Southeast Corner of Doris Avenue and Patterson Road
Oxnard, California

Sample ID	Sample Location(s)	Sample Depth (feet)	Date Sampled	alpha-Chlordane (ug/kg)	gamma-Chlordane (ug/kg)	4,4'-DDD (ug/kg)	4,4'-DDE (ug/kg)	4,4'-DDT (ug/kg)	Dieldrin (ug/kg)	Endrin (ug/kg)	Methoxychlor (ug/kg)	Toxaphene (ug/kg)	Arsenic (ug/kg)
Regional Screening Levels: Residential Land Use (TR of 1x10-6 and THQ of 1.0) - May 2016													
				1,700	1,700	2,300	2,000	1,900	34	19,000	320,000	490	0.68*
DTSC Screening Levels: Residential Land Use (lowest-listed concentration shown)													
				430	430	--	--	--	--	--	--	--	0.067
COMP 1	SB-1, SB-2 SB-3, SB-4	0.5	12/13/2016	ND<8.0	8.54	32.2	549	276	21.3	58.0	ND<40	2,200	NA
		2	12/13/2016	ND<8.0	ND<8.0	26.3	245	102.0	18.5	41.3	ND<40	1,110	NA
COMP 2	SB-5, SB-6 SB-7, SB-8	0.5	12/13/2016	ND<8.0	8.94	32.6	597	268	24.2	60.1	ND<40	2,140	NA
		2	12/13/2016	ND<8.0	ND<8.0	17.9	240	98.1	21	33.1	ND<40	926	NA
COMP 3	SB-9, SB-10 SB-11, SB-12	0.5	12/13/2016	8.10	8.21	29.4	485	261	21.1	54.8	ND<40	2,250	NA
		2	12/13/2016	ND<8.0	ND<8.0	ND<8.0	117	36.9	8.95	13.8	ND<40	519	NA
COMP 4	SB-13, SB-14, SB-15, SB-16	0.5	12/13/2016	ND<8.0	9.71	33.4	592	261	22.2	61.4	ND<40	2,080	NA
		2	12/13/2016	ND<8.0	ND<8.0	12	147	52.1	10	19.1	ND<40	395	NA
COMP 5	SB-17, SB-18 SB-19, SB-20	0.5	12/13/2016	ND<8.0	9.41	38.4	579	273	18.5	60.9	ND<40	2,110	NA
		2	12/13/2016	ND<8.0	ND<8.0	27.4	233	105	17.2	41.8	ND<40	731	NA
COMP 6	SB-21, SB-22, SB-23, SB-24	0.5	12/13/2016	ND<8.0	9.35	33.2	522	277	17.3	62.2	ND<40	2,180	NA
		0.5 (DUP)	12/13/2016	ND<8.0	9.07	31.0	551	258	14.0	57.5	ND<40	2,060	NA
		2	12/13/2016	ND<8.0	ND<8.0	ND<8.0	60.1	20.4	ND<8.0	8.96	ND<40	218	NA
COMP 7	SB-25, SB-26, SB-27, SB-28	0.5	12/13/2016	9.01	10.7	40.1	618	311	17.8	71.4	ND<40	2,380	NA
		2	12/13/2016	ND<8.0	ND<8.0	ND<8.0	81.3	23.7	ND<8.0	11.3	231	ND<120	NA
COMP 8	SB-29, SB-30, SB-31, SB-32	0.5	12/13/2016	8.46	11.5	39.6	589	343	16.7	79.0	ND<40	2,500	NA
		2	12/13/2016	ND<8.0	ND<8.0	ND<8.0	69.7	21.4	ND<8.0	10.5	ND<40	252	NA
COMP 9	SB-33, SB-34, SB-35, SB-36	0.5	12/13/2016	8.22	10.9	46.1	646	358	17.1	85.8	ND<40	2,510	NA
		2	12/13/2016	ND<8.0	ND<8.0	ND<8.0	81.5	25.1	ND<8.0	12.2	ND<40	226	NA
SB-3 @0.5'	SB-3	0.5	12/13/2016	NA	NA	NA	NA	NA	NA	NA	NA	NA	3.28
SB-6 @0.5'	SB-6	0.5	12/13/2016	NA	NA	NA	NA	NA	NA	NA	NA	NA	3.23
SB-11 @0.5'	SB-11	0.0	12/13/2016	NA	NA	NA	NA	NA	NA	NA	NA	NA	3.26
SB-14 @0.5'	SB-14	0.5	12/13/2016	NA	NA	NA	NA	NA	NA	NA	NA	NA	3.20
SB-14 @0.5' DUP	SB-14	0.5	12/13/2016	NA	NA	NA	NA	NA	NA	NA	NA	NA	3.01
SB-20 @0.5'	SB-20	0.5	12/13/2016	NA	NA	NA	NA	NA	NA	NA	NA	NA	3.34
SB-24 @0.5'	SB-24	0.5	12/13/2016	NA	NA	NA	NA	NA	NA	NA	NA	NA	3.61
SB-26 @0.5'	SB-26	0.5	12/13/2016	NA	NA	NA	NA	NA	NA	NA	NA	NA	3.60
SB-32 @0.5'	SB-32	0.5	12/13/2016	NA	NA	NA	NA	NA	NA	NA	NA	NA	3.40
SB-33 @0.5'	SB-33	0.5	12/13/2016	NA	NA	NA	NA	NA	NA	NA	NA	NA	3.76

Explanations:

-- = No established value

DTSC Screening levels referenced from Human Health Risk Assessment Note 3 (March 2016), Table 1.

* = The Regional Screening Level for arsenic is 0.68 mg/kg; the consensus background for arsenic in the Southern California region is 12 mg/kg.

OCP = Organochlorine pesticide

ug/kg = Micrograms per kilogram

TR = Target cancer risk

THQ = Total hazard quotient

< = Not detected at concentration exceeding stated laboratory reporting limit

OCP analysis by EPA Method 8081A

Table 2
Laboratory Summary - Soil Vapor Data
Proposed Elementary and Middle Schools
Southeast Corner of Doris Avenue and Patterson Road
Oxnard, California

Sample Location	Sample Depth (feet)	Date Sampled	Methane (ppmv)	Hydrogen Sulfide (ppmv)
Regional Screening Levels: Residential Land Use (TR of 1x10-6 and THQ of 1.0) - May 2016				
DTSC Screening Levels: Residential Land Use				
			--	--
SV-1	5.0	12/14/2016	<10	<1.0
	10	12/14/2016	<10	<1.0
SV-2	5.0	12/14/2016	14.09	<1.0
	10	12/14/2016	<10	<1.0
SV-3	5.0	12/14/2016	15.26	<1.0
	10	12/14/2016	<10	<1.0
SV-4	5.0	12/14/2016	<10	<1.0
	10	12/14/2016	15.22	<1.0
SV-5	5	12/14/2016	10.28	<1.0
	10	12/14/2016	<10	<1.0
SV-6	5	12/14/2016	<10	<1.0
	10	12/14/2016	<10	<1.0
	DUP	12/14/2016	<10	<1.0
SV-7	5	12/14/2016	<10	<1.0
	10	12/14/2016	<10	<1.0
SV-8	5	12/14/2016	<10	<1.0
	10	12/14/2016	<10	<1.0
SV-9	5	12/14/2016	13.51	<1.0
	10	12/14/2016	<10	<1.0
SV-10	5	12/14/2016	<10	<1.0
	10	12/14/2016	<10	<1.0

Explanations:

ppmv = parts per million by volume

DTSC Screening levels referenced from Human Health Risk Assessment Note 3 (March 2016), Table 1.

< = Not detected at concentration exceeding stated laboratory reporting limit

Table 3
Laboratory Summary - Equipment Blank Samples

Proposed Elementary and Middle Schools
 Southeast Corner of Doris Avenue and Patterson Road
 Oxnard, California

Sample ID	Sample Location(s)	Date Sampled	Arsenic (ug/L)	Oranochlorine Pesticides (ug/L)	Oranophosphorus Pesticides (ug/L)	Title 22 Metals (ug/L)	Volatile Organic Compounds (ug/L)
EB-1	COMP 6	12/13/2016	ND	ND	ND	ND	ND

Explanations:

ug/L = Micrograms per liter

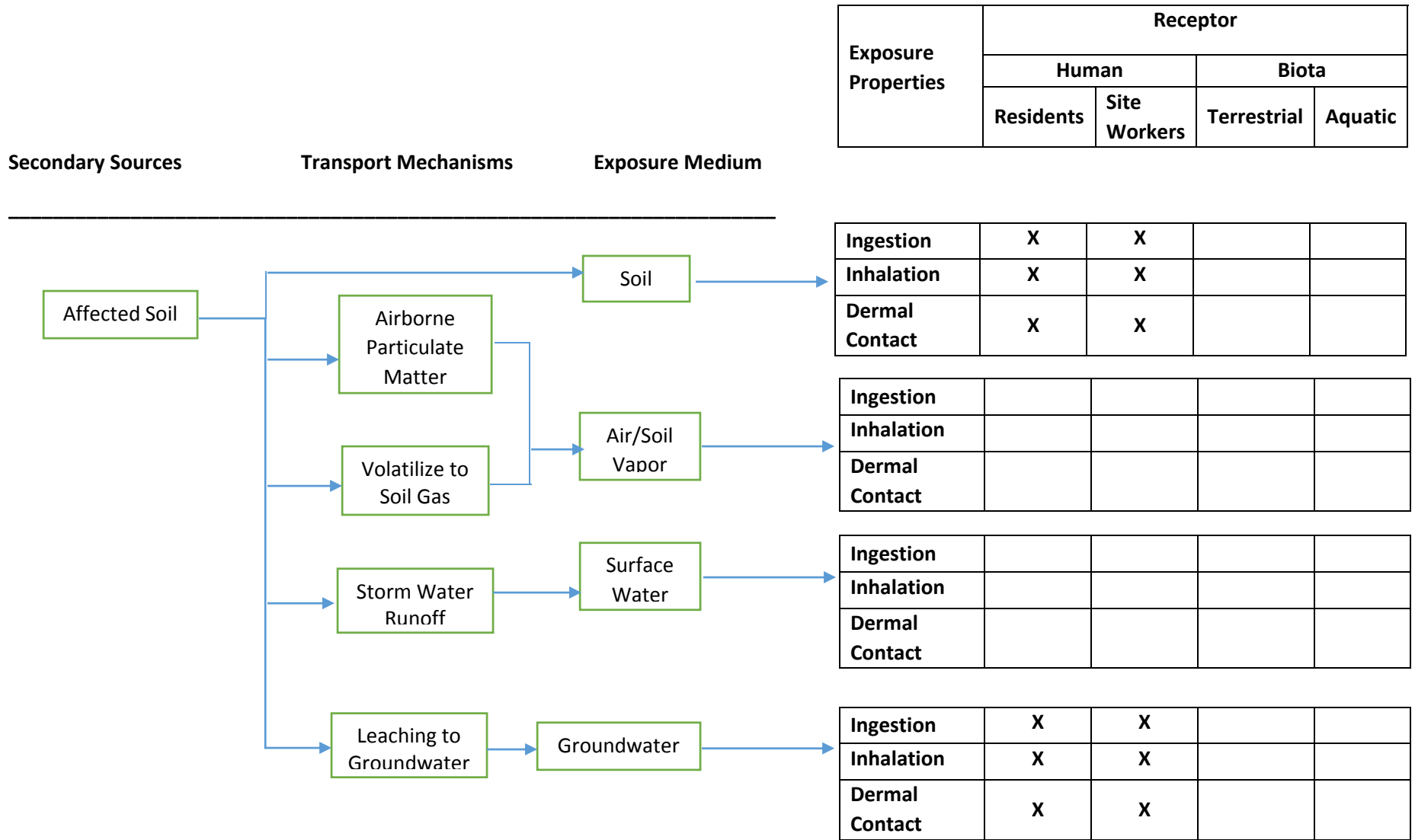
ND = Not detected at concentrations exceeding laboratory reporting limits.

Arsenic analysis by EPA Method 6010B

Organochlorine pesticide analysis by EPA Method 8081A

APPENDIX A
SITE CONCEPTUAL MODEL

SITE CONCEPTUAL MODEL PATHWAY RECEPTOR NETWORK
 PROPOSED SCHOOL SITE – DORIS AVENUE AND PATTERSON ROAD, OXNARD



APPENDIX B

LABORATORY REPORTS AND CHAIN-OF-CUSTODY DOCUMENTATION



781 East Washington Blvd., Los Angeles, CA 90021
(213) 745-5312 FAX (213) 745-6372

December 21, 2016

Mr. Greg Buchanan
ATC Group Services LLC [Monterey Park]
25 Cupania Circle
Monterey Park, CA 91755

Report No.: 1612108
Project Name: Oxnard School District - 1011600538

Dear Mr. Greg Buchanan,

This report contains the analytical results for the sample(s) received under chain of custody(s) by Positive Lab Service on December 14, 2016.

The test results in this report are performed in compliance with ELAP accreditation requirements for the certified parameters. The laboratory report may not be produced, except in full, without the written approval of the laboratory.

The issuance of the final Certificate of Analysis takes precedence over any previous Preliminary Report. Preliminary data should not be used for regulatory purposes. Authorized signature(s) is provided on final report only.

If you have any questions in reference to this report, please contact your Positive Lab Service coordinator.


Project Manager



781 East Washington Blvd., Los Angeles, CA 90021
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Certificate of Analysis

ATC Group Services LLC [Monterey Park]
 25 Cupania Circle
 Monterey Park, CA 91755

File #:73399
 Report Date: 12/21/16
 Submitted: 12/14/16
PLS Report No.: 1612108

Attn: Mr. Greg Buchanan Phone: (323) 517-9680 FAX:(323) 517-9781

Project: Oxnard School District - 1011600538

Sample ID: COMP 1 @ 0.5' Soil (1612108-01) Sampled:12/13/16 00:00 Received:12/14/16 14:40											
Analyte	Results	Flag	D.F.	Units	PQL	Prep/Test Method		Prepared	Analyzed	By	Batch
Aldrin	ND		1	ug/kg	8.00	EPA 3546	EPA 8081A	12/16/16	12/19/16	ai	BL61939
alpha-BHC	ND		1	ug/kg	8.00	EPA 3546	EPA 8081A	12/16/16	12/19/16	ai	BL61939
beta-BHC	ND		1	ug/kg	8.00	EPA 3546	EPA 8081A	12/16/16	12/19/16	ai	BL61939
delta-BHC	ND		1	ug/kg	8.00	EPA 3546	EPA 8081A	12/16/16	12/19/16	ai	BL61939
gamma-BHC (Lindane)	ND		1	ug/kg	8.00	EPA 3546	EPA 8081A	12/16/16	12/19/16	ai	BL61939
alpha-Chlordane	ND		1	ug/kg	8.00	EPA 3546	EPA 8081A	12/16/16	12/19/16	ai	BL61939
gamma-Chlordane	8.54		1	ug/kg	8.00	EPA 3546	EPA 8081A	12/16/16	12/19/16	ai	BL61939
4,4'-DDD	32.2		1	ug/kg	8.00	EPA 3546	EPA 8081A	12/16/16	12/19/16	ai	BL61939
4,4'-DDE	549		5	ug/kg	80.0	EPA 3546	EPA 8081A	12/16/16	12/20/16	ai	BL61939
4,4'-DDT	276		1	ug/kg	16.0	EPA 3546	EPA 8081A	12/16/16	12/19/16	ai	BL61939
Dieldrin	21.3		1	ug/kg	8.00	EPA 3546	EPA 8081A	12/16/16	12/19/16	ai	BL61939
Endosulfan I	ND		1	ug/kg	16.0	EPA 3546	EPA 8081A	12/16/16	12/19/16	ai	BL61939
Endosulfan II	ND		1	ug/kg	8.00	EPA 3546	EPA 8081A	12/16/16	12/19/16	ai	BL61939
Endosulfan sulfate	ND		1	ug/kg	8.00	EPA 3546	EPA 8081A	12/16/16	12/19/16	ai	BL61939
Endrin	58.0		1	ug/kg	8.00	EPA 3546	EPA 8081A	12/16/16	12/19/16	ai	BL61939
Technical Chlordane	ND		1	ug/kg	40.0	EPA 3546	EPA 8081A	12/16/16	12/19/16	ai	BL61939
Endrin aldehyde	ND		1	ug/kg	8.00	EPA 3546	EPA 8081A	12/16/16	12/19/16	ai	BL61939
Endrin ketone	ND		1	ug/kg	24.0	EPA 3546	EPA 8081A	12/16/16	12/19/16	ai	BL61939
Heptachlor	ND		1	ug/kg	8.00	EPA 3546	EPA 8081A	12/16/16	12/19/16	ai	BL61939
Heptachlor epoxide	ND		1	ug/kg	8.00	EPA 3546	EPA 8081A	12/16/16	12/19/16	ai	BL61939
Methoxychlor	ND		1	ug/kg	40.0	EPA 3546	EPA 8081A	12/16/16	12/19/16	ai	BL61939
Toxaphene	2200		1	ug/kg	120	EPA 3546	EPA 8081A	12/16/16	12/19/16	ai	BL61939
<hr/>											
Surrogate: 2,4,5,6 Tetrachloro-m-xylene	84.8 %			55-126		EPA 3546	EPA 8081A	12/16/16	12/19/16	ai	BL61939
Surrogate: Decachlorobiphenyl	102 %			49-133		EPA 3546	EPA 8081A	12/16/16	12/19/16	ai	BL61939

Sample ID: COMP 2 @ 0.5' Soil (1612108-02) Sampled:12/13/16 00:00 Received:12/14/16 14:40											
Analyte	Results	Flag	D.F.	Units	PQL	Prep/Test Method		Prepared	Analyzed	By	Batch
Aldrin	ND		1	ug/kg	8.00	EPA 3546	EPA 8081A	12/16/16	12/19/16	ai	BL61939
alpha-BHC	ND		1	ug/kg	8.00	EPA 3546	EPA 8081A	12/16/16	12/19/16	ai	BL61939
beta-BHC	ND		1	ug/kg	8.00	EPA 3546	EPA 8081A	12/16/16	12/19/16	ai	BL61939
delta-BHC	ND		1	ug/kg	8.00	EPA 3546	EPA 8081A	12/16/16	12/19/16	ai	BL61939
gamma-BHC (Lindane)	ND		1	ug/kg	8.00	EPA 3546	EPA 8081A	12/16/16	12/19/16	ai	BL61939
alpha-Chlordane	ND		1	ug/kg	8.00	EPA 3546	EPA 8081A	12/16/16	12/19/16	ai	BL61939
gamma-Chlordane	8.94		1	ug/kg	8.00	EPA 3546	EPA 8081A	12/16/16	12/19/16	ai	BL61939
4,4'-DDD	32.6		1	ug/kg	8.00	EPA 3546	EPA 8081A	12/16/16	12/19/16	ai	BL61939
4,4'-DDE	597		5	ug/kg	80.0	EPA 3546	EPA 8081A	12/16/16	12/20/16	ai	BL61939
4,4'-DDT	268		1	ug/kg	16.0	EPA 3546	EPA 8081A	12/16/16	12/19/16	ai	BL61939
Dieldrin	24.2		1	ug/kg	8.00	EPA 3546	EPA 8081A	12/16/16	12/19/16	ai	BL61939
Endosulfan I	ND		1	ug/kg	16.0	EPA 3546	EPA 8081A	12/16/16	12/19/16	ai	BL61939
Endosulfan II	ND		1	ug/kg	8.00	EPA 3546	EPA 8081A	12/16/16	12/19/16	ai	BL61939
Endosulfan sulfate	ND		1	ug/kg	8.00	EPA 3546	EPA 8081A	12/16/16	12/19/16	ai	BL61939
Endrin	60.1		1	ug/kg	8.00	EPA 3546	EPA 8081A	12/16/16	12/19/16	ai	BL61939
Technical Chlordane	ND		1	ug/kg	40.0	EPA 3546	EPA 8081A	12/16/16	12/19/16	ai	BL61939
Endrin aldehyde	ND		1	ug/kg	8.00	EPA 3546	EPA 8081A	12/16/16	12/19/16	ai	BL61939
Endrin ketone	ND		1	ug/kg	24.0	EPA 3546	EPA 8081A	12/16/16	12/19/16	ai	BL61939
Heptachlor	ND		1	ug/kg	8.00	EPA 3546	EPA 8081A	12/16/16	12/19/16	ai	BL61939
Heptachlor epoxide	ND		1	ug/kg	8.00	EPA 3546	EPA 8081A	12/16/16	12/19/16	ai	BL61939
Methoxychlor	ND		1	ug/kg	40.0	EPA 3546	EPA 8081A	12/16/16	12/19/16	ai	BL61939



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Certificate of Analysis

ATC Group Services LLC [Monterey Park]
 25 Cupania Circle
 Monterey Park, CA 91755

File #:73399
 Report Date: 12/21/16
 Submitted: 12/14/16
PLS Report No.: 1612108

Attn: Mr. Greg Buchanan Phone: (323) 517-9680 FAX:(323) 517-9781

Project: Oxnard School District - 1011600538

Sample ID: COMP 2 @ 0.5' Soil (1612108-02) Sampled:12/13/16 00:00 Received:12/14/16 14:40											
Toxaphene	2140		1	ug/kg	120	EPA 3546	EPA 8081A	12/16/16	12/19/16	ai	BL61939
Surrogate: 2,4,5,6 Tetrachloro-m-xylol	83.4 %				55-126	EPA 3546	EPA 8081A	12/16/16	12/19/16	ai	BL61939
Surrogate: Decachlorobiphenyl	104 %				49-133	EPA 3546	EPA 8081A	12/16/16	12/19/16	ai	BL61939

Sample ID: COMP 3 @ 0.5' Soil (1612108-03) Sampled:12/13/16 00:00 Received:12/14/16 14:40											
Analyte	Results	Flag	D.F.	Units	PQL	Prep/Test Method	Prepared	Analyzed	By	Batch	
Aldrin	ND		1	ug/kg	8.00	EPA 3546 EPA 8081A	12/16/16	12/19/16	ai	BL61939	
alpha-BHC	ND		1	ug/kg	8.00	EPA 3546 EPA 8081A	12/16/16	12/19/16	ai	BL61939	
beta-BHC	ND		1	ug/kg	8.00	EPA 3546 EPA 8081A	12/16/16	12/19/16	ai	BL61939	
delta-BHC	ND		1	ug/kg	8.00	EPA 3546 EPA 8081A	12/16/16	12/19/16	ai	BL61939	
gamma-BHC (Lindane)	ND		1	ug/kg	8.00	EPA 3546 EPA 8081A	12/16/16	12/19/16	ai	BL61939	
alpha-Chlordane	8.10		1	ug/kg	8.00	EPA 3546 EPA 8081A	12/16/16	12/19/16	ai	BL61939	
gamma-Chlordane	8.21		1	ug/kg	8.00	EPA 3546 EPA 8081A	12/16/16	12/19/16	ai	BL61939	
4,4'-DDD	29.4		1	ug/kg	8.00	EPA 3546 EPA 8081A	12/16/16	12/19/16	ai	BL61939	
4,4'-DDE	485		5	ug/kg	80.0	EPA 3546 EPA 8081A	12/16/16	12/20/16	ai	BL61939	
4,4'-DDT	261		1	ug/kg	16.0	EPA 3546 EPA 8081A	12/16/16	12/19/16	ai	BL61939	
Dieldrin	21.1		1	ug/kg	8.00	EPA 3546 EPA 8081A	12/16/16	12/19/16	ai	BL61939	
Endosulfan I	ND		1	ug/kg	16.0	EPA 3546 EPA 8081A	12/16/16	12/19/16	ai	BL61939	
Endosulfan II	ND		1	ug/kg	8.00	EPA 3546 EPA 8081A	12/16/16	12/19/16	ai	BL61939	
Endosulfan sulfate	ND		1	ug/kg	8.00	EPA 3546 EPA 8081A	12/16/16	12/19/16	ai	BL61939	
Endrin	54.8		1	ug/kg	8.00	EPA 3546 EPA 8081A	12/16/16	12/19/16	ai	BL61939	
Technical Chlordane	ND		1	ug/kg	40.0	EPA 3546 EPA 8081A	12/16/16	12/19/16	ai	BL61939	
Endrin aldehyde	ND		1	ug/kg	8.00	EPA 3546 EPA 8081A	12/16/16	12/19/16	ai	BL61939	
Endrin ketone	ND		1	ug/kg	24.0	EPA 3546 EPA 8081A	12/16/16	12/19/16	ai	BL61939	
Heptachlor	ND		1	ug/kg	8.00	EPA 3546 EPA 8081A	12/16/16	12/19/16	ai	BL61939	
Heptachlor epoxide	ND		1	ug/kg	8.00	EPA 3546 EPA 8081A	12/16/16	12/19/16	ai	BL61939	
Methoxychlor	ND		1	ug/kg	40.0	EPA 3546 EPA 8081A	12/16/16	12/19/16	ai	BL61939	
Toxaphene	2250		1	ug/kg	120	EPA 3546 EPA 8081A	12/16/16	12/19/16	ai	BL61939	
Surrogate: 2,4,5,6 Tetrachloro-m-xylol	91.4 %				55-126	EPA 3546	EPA 8081A	12/16/16	12/19/16	ai	BL61939
Surrogate: Decachlorobiphenyl	104 %				49-133	EPA 3546	EPA 8081A	12/16/16	12/19/16	ai	BL61939

Sample ID: COMP 4 @ 0.5' Soil (1612108-04) Sampled:12/13/16 00:00 Received:12/14/16 14:40										
Analyte	Results	Flag	D.F.	Units	PQL	Prep/Test Method	Prepared	Analyzed	By	Batch
Aldrin	ND		1	ug/kg	8.00	EPA 3546 EPA 8081A	12/16/16	12/19/16	ai	BL61939
alpha-BHC	ND		1	ug/kg	8.00	EPA 3546 EPA 8081A	12/16/16	12/19/16	ai	BL61939
beta-BHC	ND		1	ug/kg	8.00	EPA 3546 EPA 8081A	12/16/16	12/19/16	ai	BL61939
delta-BHC	ND		1	ug/kg	8.00	EPA 3546 EPA 8081A	12/16/16	12/19/16	ai	BL61939
gamma-BHC (Lindane)	ND		1	ug/kg	8.00	EPA 3546 EPA 8081A	12/16/16	12/19/16	ai	BL61939
alpha-Chlordane	ND		1	ug/kg	8.00	EPA 3546 EPA 8081A	12/16/16	12/19/16	ai	BL61939
gamma-Chlordane	9.71		1	ug/kg	8.00	EPA 3546 EPA 8081A	12/16/16	12/19/16	ai	BL61939
4,4'-DDD	33.4		1	ug/kg	8.00	EPA 3546 EPA 8081A	12/16/16	12/19/16	ai	BL61939
4,4'-DDE	592		5	ug/kg	80.0	EPA 3546 EPA 8081A	12/16/16	12/20/16	ai	BL61939
4,4'-DDT	261		1	ug/kg	16.0	EPA 3546 EPA 8081A	12/16/16	12/19/16	ai	BL61939
Dieldrin	22.2		1	ug/kg	8.00	EPA 3546 EPA 8081A	12/16/16	12/19/16	ai	BL61939
Endosulfan I	ND		1	ug/kg	16.0	EPA 3546 EPA 8081A	12/16/16	12/19/16	ai	BL61939
Endosulfan II	ND		1	ug/kg	8.00	EPA 3546 EPA 8081A	12/16/16	12/19/16	ai	BL61939
Endosulfan sulfate	ND		1	ug/kg	8.00	EPA 3546 EPA 8081A	12/16/16	12/19/16	ai	BL61939
Endrin	61.4		1	ug/kg	8.00	EPA 3546 EPA 8081A	12/16/16	12/19/16	ai	BL61939
Technical Chlordane	ND		1	ug/kg	40.0	EPA 3546 EPA 8081A	12/16/16	12/19/16	ai	BL61939



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Certificate of Analysis

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 Monterey Park, CA 91755

File #:73399
 Report Date: 12/21/16
 Submitted: 12/14/16
PLS Report No.: 1612108

Attn: Mr. Greg Buchanan Phone: (323) 517-9680 FAX:(323) 517-9781

Project: Oxnard School District - 1011600538

Sample ID: COMP 4 @ 0.5' Soil (1612108-04) Sampled:12/13/16 00:00 Received:12/14/16 14:40											
Analyte	Results	Flag	D.F.	Units	PQL	Prep/Test Method		Prepared	Analyzed	By	Batch
Endrin aldehyde	ND		1	ug/kg	8.00	EPA 3546	EPA 8081A	12/16/16	12/19/16	ai	BL61939
Endrin ketone	ND		1	ug/kg	24.0	EPA 3546	EPA 8081A	12/16/16	12/19/16	ai	BL61939
Heptachlor	ND		1	ug/kg	8.00	EPA 3546	EPA 8081A	12/16/16	12/19/16	ai	BL61939
Heptachlor epoxide	ND		1	ug/kg	8.00	EPA 3546	EPA 8081A	12/16/16	12/19/16	ai	BL61939
Methoxychlor	ND		1	ug/kg	40.0	EPA 3546	EPA 8081A	12/16/16	12/19/16	ai	BL61939
Toxaphene	2080		1	ug/kg	120	EPA 3546	EPA 8081A	12/16/16	12/19/16	ai	BL61939
<i>Surrogate: 2,4,5,6 Tetrachloro-m-xylene 75.4 %</i>											
					55-126	EPA 3546	EPA 8081A	12/16/16	12/19/16	ai	BL61939
<i>Surrogate: Decachlorobiphenyl 101 %</i>											
					49-133	EPA 3546	EPA 8081A	12/16/16	12/19/16	ai	BL61939

Sample ID: COMP 5 @ 0.5' Soil (1612108-05) Sampled:12/13/16 00:00 Received:12/14/16 14:40											
Analyte	Results	Flag	D.F.	Units	PQL	Prep/Test Method		Prepared	Analyzed	By	Batch
Aldrin	ND		1	ug/kg	8.00	EPA 3546	EPA 8081A	12/16/16	12/19/16	ai	BL61939
alpha-BHC	ND		1	ug/kg	8.00	EPA 3546	EPA 8081A	12/16/16	12/19/16	ai	BL61939
beta-BHC	ND		1	ug/kg	8.00	EPA 3546	EPA 8081A	12/16/16	12/19/16	ai	BL61939
delta-BHC	ND		1	ug/kg	8.00	EPA 3546	EPA 8081A	12/16/16	12/19/16	ai	BL61939
gamma-BHC (Lindane)	ND		1	ug/kg	8.00	EPA 3546	EPA 8081A	12/16/16	12/19/16	ai	BL61939
alpha-Chlordane	ND		1	ug/kg	8.00	EPA 3546	EPA 8081A	12/16/16	12/19/16	ai	BL61939
gamma-Chlordane	9.41		1	ug/kg	8.00	EPA 3546	EPA 8081A	12/16/16	12/19/16	ai	BL61939
4,4'-DDD	38.4		1	ug/kg	8.00	EPA 3546	EPA 8081A	12/16/16	12/19/16	ai	BL61939
4,4'-DDE	579		5	ug/kg	80.0	EPA 3546	EPA 8081A	12/16/16	12/20/16	ai	BL61939
4,4'-DDT	273		1	ug/kg	16.0	EPA 3546	EPA 8081A	12/16/16	12/19/16	ai	BL61939
Dieldrin	18.5		1	ug/kg	8.00	EPA 3546	EPA 8081A	12/16/16	12/19/16	ai	BL61939
Endosulfan I	ND		1	ug/kg	16.0	EPA 3546	EPA 8081A	12/16/16	12/19/16	ai	BL61939
Endosulfan II	ND		1	ug/kg	8.00	EPA 3546	EPA 8081A	12/16/16	12/19/16	ai	BL61939
Endosulfan sulfate	ND		1	ug/kg	8.00	EPA 3546	EPA 8081A	12/16/16	12/19/16	ai	BL61939
Endrin	60.9		1	ug/kg	8.00	EPA 3546	EPA 8081A	12/16/16	12/19/16	ai	BL61939
Technical Chlordane	ND		1	ug/kg	40.0	EPA 3546	EPA 8081A	12/16/16	12/19/16	ai	BL61939
Endrin aldehyde	ND		1	ug/kg	8.00	EPA 3546	EPA 8081A	12/16/16	12/19/16	ai	BL61939
Endrin ketone	ND		1	ug/kg	24.0	EPA 3546	EPA 8081A	12/16/16	12/19/16	ai	BL61939
Heptachlor	ND		1	ug/kg	8.00	EPA 3546	EPA 8081A	12/16/16	12/19/16	ai	BL61939
Heptachlor epoxide	ND		1	ug/kg	8.00	EPA 3546	EPA 8081A	12/16/16	12/19/16	ai	BL61939
Methoxychlor	ND		1	ug/kg	40.0	EPA 3546	EPA 8081A	12/16/16	12/19/16	ai	BL61939
Toxaphene	2110		1	ug/kg	120	EPA 3546	EPA 8081A	12/16/16	12/19/16	ai	BL61939
<i>Surrogate: 2,4,5,6 Tetrachloro-m-xylene 82.5 %</i>											
					55-126	EPA 3546	EPA 8081A	12/16/16	12/19/16	ai	BL61939
<i>Surrogate: Decachlorobiphenyl 114 %</i>											
					49-133	EPA 3546	EPA 8081A	12/16/16	12/19/16	ai	BL61939

Sample ID: COMP 6 @ 0.5' Soil (1612108-06) Sampled:12/13/16 00:00 Received:12/14/16 14:40											
Analyte	Results	Flag	D.F.	Units	PQL	Prep/Test Method		Prepared	Analyzed	By	Batch
Aldrin	ND		1	ug/kg	8.00	EPA 3546	EPA 8081A	12/16/16	12/19/16	ai	BL61939
alpha-BHC	ND		1	ug/kg	8.00	EPA 3546	EPA 8081A	12/16/16	12/19/16	ai	BL61939
beta-BHC	ND		1	ug/kg	8.00	EPA 3546	EPA 8081A	12/16/16	12/19/16	ai	BL61939
delta-BHC	ND		1	ug/kg	8.00	EPA 3546	EPA 8081A	12/16/16	12/19/16	ai	BL61939
gamma-BHC (Lindane)	ND		1	ug/kg	8.00	EPA 3546	EPA 8081A	12/16/16	12/19/16	ai	BL61939
alpha-Chlordane	ND		1	ug/kg	8.00	EPA 3546	EPA 8081A	12/16/16	12/19/16	ai	BL61939
gamma-Chlordane	9.35		1	ug/kg	8.00	EPA 3546	EPA 8081A	12/16/16	12/19/16	ai	BL61939
4,4'-DDD	33.2		1	ug/kg	8.00	EPA 3546	EPA 8081A	12/16/16	12/19/16	ai	BL61939
4,4'-DDE	522		5	ug/kg	80.0	EPA 3546	EPA 8081A	12/16/16	12/20/16	ai	BL61939
4,4'-DDT	277		1	ug/kg	16.0	EPA 3546	EPA 8081A	12/16/16	12/19/16	ai	BL61939
Dieldrin	17.3		1	ug/kg	8.00	EPA 3546	EPA 8081A	12/16/16	12/19/16	ai	BL61939



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ATC Group Services LLC [Monterey Park]
 25 Cupania Circle
 Monterey Park, CA 91755

File #:73399
 Report Date: 12/21/16
 Submitted: 12/14/16
PLS Report No.: 1612108

Attn: Mr. Greg Buchanan Phone: (323) 517-9680 FAX:(323) 517-9781

Project: Oxnard School District - 1011600538

Sample ID: COMP 6 @ 0.5' Soil (1612108-06) Sampled:12/13/16 00:00 Received:12/14/16 14:40										
Endosulfan I	ND	1	ug/kg	16.0	EPA 3546	EPA 8081A	12/16/16	12/19/16	ai	BL61939
Endosulfan II	ND	1	ug/kg	8.00	EPA 3546	EPA 8081A	12/16/16	12/19/16	ai	BL61939
Endosulfan sulfate	ND	1	ug/kg	8.00	EPA 3546	EPA 8081A	12/16/16	12/19/16	ai	BL61939
Endrin	62.2	1	ug/kg	8.00	EPA 3546	EPA 8081A	12/16/16	12/19/16	ai	BL61939
Technical Chlordane	ND	1	ug/kg	40.0	EPA 3546	EPA 8081A	12/16/16	12/19/16	ai	BL61939
Endrin aldehyde	ND	1	ug/kg	8.00	EPA 3546	EPA 8081A	12/16/16	12/19/16	ai	BL61939
Endrin ketone	ND	1	ug/kg	24.0	EPA 3546	EPA 8081A	12/16/16	12/19/16	ai	BL61939
Heptachlor	ND	1	ug/kg	8.00	EPA 3546	EPA 8081A	12/16/16	12/19/16	ai	BL61939
Heptachlor epoxide	ND	1	ug/kg	8.00	EPA 3546	EPA 8081A	12/16/16	12/19/16	ai	BL61939
Methoxychlor	ND	1	ug/kg	40.0	EPA 3546	EPA 8081A	12/16/16	12/19/16	ai	BL61939
Toxaphene	2180	1	ug/kg	120	EPA 3546	EPA 8081A	12/16/16	12/19/16	ai	BL61939
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Surrogate: 2,4,5,6 Tetrachloro-m-xylene	86.0 %			55-126	EPA 3546	EPA 8081A	12/16/16	12/19/16	ai	BL61939
Surrogate: Decachlorobiphenyl	111 %			49-133	EPA 3546	EPA 8081A	12/16/16	12/19/16	ai	BL61939

Sample ID: COMP 6 @ 0.5' DUP Soil (1612108-07) Sampled:12/13/16 00:00 Received:12/14/16 14:40										
Analyte	Results	Flag	D.F.	Units	PQL	Prep/Test Method	Prepared	Analyzed	By	Batch
Aldrin	ND		1	ug/kg	8.00	EPA 3546 EPA 8081A	12/16/16	12/19/16	ai	BL61939
alpha-BHC	ND		1	ug/kg	8.00	EPA 3546 EPA 8081A	12/16/16	12/19/16	ai	BL61939
beta-BHC	ND		1	ug/kg	8.00	EPA 3546 EPA 8081A	12/16/16	12/19/16	ai	BL61939
delta-BHC	ND		1	ug/kg	8.00	EPA 3546 EPA 8081A	12/16/16	12/19/16	ai	BL61939
gamma-BHC (Lindane)	ND		1	ug/kg	8.00	EPA 3546 EPA 8081A	12/16/16	12/19/16	ai	BL61939
alpha-Chlordane	ND		1	ug/kg	8.00	EPA 3546 EPA 8081A	12/16/16	12/19/16	ai	BL61939
gamma-Chlordane	9.07		1	ug/kg	8.00	EPA 3546 EPA 8081A	12/16/16	12/19/16	ai	BL61939
4,4'-DDD	31.0		1	ug/kg	8.00	EPA 3546 EPA 8081A	12/16/16	12/19/16	ai	BL61939
4,4'-DDE	551		5	ug/kg	80.0	EPA 3546 EPA 8081A	12/16/16	12/20/16	ai	BL61939
4,4'-DDT	258		1	ug/kg	16.0	EPA 3546 EPA 8081A	12/16/16	12/19/16	ai	BL61939
Dieldrin	14.0		1	ug/kg	8.00	EPA 3546 EPA 8081A	12/16/16	12/19/16	ai	BL61939
Endosulfan I	ND		1	ug/kg	16.0	EPA 3546 EPA 8081A	12/16/16	12/19/16	ai	BL61939
Endosulfan II	ND		1	ug/kg	8.00	EPA 3546 EPA 8081A	12/16/16	12/19/16	ai	BL61939
Endosulfan sulfate	ND		1	ug/kg	8.00	EPA 3546 EPA 8081A	12/16/16	12/19/16	ai	BL61939
Endrin	57.5		1	ug/kg	8.00	EPA 3546 EPA 8081A	12/16/16	12/19/16	ai	BL61939
Technical Chlordane	ND		1	ug/kg	40.0	EPA 3546 EPA 8081A	12/16/16	12/19/16	ai	BL61939
Endrin aldehyde	ND		1	ug/kg	8.00	EPA 3546 EPA 8081A	12/16/16	12/19/16	ai	BL61939
Endrin ketone	ND		1	ug/kg	24.0	EPA 3546 EPA 8081A	12/16/16	12/19/16	ai	BL61939
Heptachlor	ND		1	ug/kg	8.00	EPA 3546 EPA 8081A	12/16/16	12/19/16	ai	BL61939
Heptachlor epoxide	ND		1	ug/kg	8.00	EPA 3546 EPA 8081A	12/16/16	12/19/16	ai	BL61939
Methoxychlor	ND		1	ug/kg	40.0	EPA 3546 EPA 8081A	12/16/16	12/19/16	ai	BL61939
Toxaphene	2060		1	ug/kg	120	EPA 3546 EPA 8081A	12/16/16	12/19/16	ai	BL61939
<hr/>										
Surrogate: 2,4,5,6 Tetrachloro-m-xylene	79.9 %			55-126	EPA 3546	EPA 8081A	12/16/16	12/19/16	ai	BL61939
Surrogate: Decachlorobiphenyl	106 %			49-133	EPA 3546	EPA 8081A	12/16/16	12/19/16	ai	BL61939

Sample ID: COMP 7 @ 0.5' Soil (1612108-08) Sampled:12/13/16 00:00 Received:12/14/16 14:40										
Analyte	Results	Flag	D.F.	Units	PQL	Prep/Test Method	Prepared	Analyzed	By	Batch
Aldrin	ND		1	ug/kg	8.00	EPA 3546 EPA 8081A	12/16/16	12/19/16	ai	BL61939
alpha-BHC	ND		1	ug/kg	8.00	EPA 3546 EPA 8081A	12/16/16	12/19/16	ai	BL61939
beta-BHC	ND		1	ug/kg	8.00	EPA 3546 EPA 8081A	12/16/16	12/19/16	ai	BL61939
delta-BHC	ND		1	ug/kg	8.00	EPA 3546 EPA 8081A	12/16/16	12/19/16	ai	BL61939
gamma-BHC (Lindane)	ND		1	ug/kg	8.00	EPA 3546 EPA 8081A	12/16/16	12/19/16	ai	BL61939
alpha-Chlordane	9.01		1	ug/kg	8.00	EPA 3546 EPA 8081A	12/16/16	12/19/16	ai	BL61939



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ATC Group Services LLC [Monterey Park]
 25 Cupania Circle
 Monterey Park, CA 91755

File #:73399
 Report Date: 12/21/16
 Submitted: 12/14/16
PLS Report No.: 1612108

Attn: Mr. Greg Buchanan Phone: (323) 517-9680 FAX:(323) 517-9781

Project: Oxnard School District - 1011600538

Sample ID: COMP 7 @ 0.5' Soil (1612108-08) Sampled:12/13/16 00:00 Received:12/14/16 14:40										
gamma-Chlordane	10.7	1	ug/kg	8.00	EPA 3546	EPA 8081A	12/16/16	12/19/16	ai	BL61939
4,4'-DDD	40.1	1	ug/kg	8.00	EPA 3546	EPA 8081A	12/16/16	12/19/16	ai	BL61939
4,4'-DDE	618	5	ug/kg	80.0	EPA 3546	EPA 8081A	12/16/16	12/20/16	ai	BL61939
4,4'-DDT	311	1	ug/kg	16.0	EPA 3546	EPA 8081A	12/16/16	12/19/16	ai	BL61939
Dieldrin	17.8	1	ug/kg	8.00	EPA 3546	EPA 8081A	12/16/16	12/19/16	ai	BL61939
Endosulfan I	ND	1	ug/kg	16.0	EPA 3546	EPA 8081A	12/16/16	12/19/16	ai	BL61939
Endosulfan II	ND	1	ug/kg	8.00	EPA 3546	EPA 8081A	12/16/16	12/19/16	ai	BL61939
Endosulfan sulfate	ND	1	ug/kg	8.00	EPA 3546	EPA 8081A	12/16/16	12/19/16	ai	BL61939
Endrin	71.4	1	ug/kg	8.00	EPA 3546	EPA 8081A	12/16/16	12/19/16	ai	BL61939
Technical Chlordane	ND	1	ug/kg	40.0	EPA 3546	EPA 8081A	12/16/16	12/19/16	ai	BL61939
Endrin aldehyde	ND	1	ug/kg	8.00	EPA 3546	EPA 8081A	12/16/16	12/19/16	ai	BL61939
Endrin ketone	ND	1	ug/kg	24.0	EPA 3546	EPA 8081A	12/16/16	12/19/16	ai	BL61939
Heptachlor	ND	1	ug/kg	8.00	EPA 3546	EPA 8081A	12/16/16	12/19/16	ai	BL61939
Heptachlor epoxide	ND	1	ug/kg	8.00	EPA 3546	EPA 8081A	12/16/16	12/19/16	ai	BL61939
Methoxychlor	ND	1	ug/kg	40.0	EPA 3546	EPA 8081A	12/16/16	12/19/16	ai	BL61939
Toxaphene	2380	1	ug/kg	120	EPA 3546	EPA 8081A	12/16/16	12/19/16	ai	BL61939
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Surrogate: 2,4,5,6 Tetrachloro-m-xylene	85.0 %			55-126	EPA 3546	EPA 8081A	12/16/16	12/19/16	ai	BL61939
Surrogate: Decachlorobiphenyl	111 %			49-133	EPA 3546	EPA 8081A	12/16/16	12/19/16	ai	BL61939

Sample ID: COMP 8 @ 0.5' Soil (1612108-09) Sampled:12/13/16 00:00 Received:12/14/16 14:40										
Analyte	Results	Flag	D.F.	Units	PQL	Prep/Test Method	Prepared	Analyzed	By	Batch
Aldrin	ND		1	ug/kg	8.00	EPA 3546 EPA 8081A	12/16/16	12/19/16	ai	BL61939
alpha-BHC	ND		1	ug/kg	8.00	EPA 3546 EPA 8081A	12/16/16	12/19/16	ai	BL61939
beta-BHC	ND		1	ug/kg	8.00	EPA 3546 EPA 8081A	12/16/16	12/19/16	ai	BL61939
delta-BHC	ND		1	ug/kg	8.00	EPA 3546 EPA 8081A	12/16/16	12/19/16	ai	BL61939
gamma-BHC (Lindane)	ND		1	ug/kg	8.00	EPA 3546 EPA 8081A	12/16/16	12/19/16	ai	BL61939
alpha-Chlordane	8.46		1	ug/kg	8.00	EPA 3546 EPA 8081A	12/16/16	12/19/16	ai	BL61939
gamma-Chlordane	11.5		1	ug/kg	8.00	EPA 3546 EPA 8081A	12/16/16	12/19/16	ai	BL61939
4,4'-DDD	39.6		1	ug/kg	8.00	EPA 3546 EPA 8081A	12/16/16	12/19/16	ai	BL61939
4,4'-DDE	589		5	ug/kg	80.0	EPA 3546 EPA 8081A	12/16/16	12/20/16	ai	BL61939
4,4'-DDT	343		1	ug/kg	16.0	EPA 3546 EPA 8081A	12/16/16	12/19/16	ai	BL61939
Dieldrin	16.7		1	ug/kg	8.00	EPA 3546 EPA 8081A	12/16/16	12/19/16	ai	BL61939
Endosulfan I	ND		1	ug/kg	16.0	EPA 3546 EPA 8081A	12/16/16	12/19/16	ai	BL61939
Endosulfan II	ND		1	ug/kg	8.00	EPA 3546 EPA 8081A	12/16/16	12/19/16	ai	BL61939
Endosulfan sulfate	ND		1	ug/kg	8.00	EPA 3546 EPA 8081A	12/16/16	12/19/16	ai	BL61939
Endrin	79.0		1	ug/kg	8.00	EPA 3546 EPA 8081A	12/16/16	12/19/16	ai	BL61939
Technical Chlordane	ND		1	ug/kg	40.0	EPA 3546 EPA 8081A	12/16/16	12/19/16	ai	BL61939
Endrin aldehyde	ND		1	ug/kg	8.00	EPA 3546 EPA 8081A	12/16/16	12/19/16	ai	BL61939
Endrin ketone	ND		1	ug/kg	24.0	EPA 3546 EPA 8081A	12/16/16	12/19/16	ai	BL61939
Heptachlor	ND		1	ug/kg	8.00	EPA 3546 EPA 8081A	12/16/16	12/19/16	ai	BL61939
Heptachlor epoxide	ND		1	ug/kg	8.00	EPA 3546 EPA 8081A	12/16/16	12/19/16	ai	BL61939
Methoxychlor	ND		1	ug/kg	40.0	EPA 3546 EPA 8081A	12/16/16	12/19/16	ai	BL61939
Toxaphene	2500		1	ug/kg	120	EPA 3546 EPA 8081A	12/16/16	12/19/16	ai	BL61939
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Surrogate: 2,4,5,6 Tetrachloro-m-xylene	79.6 %			55-126	EPA 3546	EPA 8081A	12/16/16	12/19/16	ai	BL61939
Surrogate: Decachlorobiphenyl	119 %			49-133	EPA 3546	EPA 8081A	12/16/16	12/19/16	ai	BL61939

Sample ID: COMP 9 @ 0.5' Soil (1612108-10) Sampled:12/13/16 00:00 Received:12/14/16 14:40										
Analyte	Results	Flag	D.F.	Units	PQL	Prep/Test Method	Prepared	Analyzed	By	Batch
Aldrin	ND		1	ug/kg	8.00	EPA 3546 EPA 8081A	12/16/16	12/19/16	ai	BL61939



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ATC Group Services LLC [Monterey Park]
 25 Cupania Circle
 Monterey Park, CA 91755

File #:73399
 Report Date: 12/21/16
 Submitted: 12/14/16
PLS Report No.: 1612108

Attn: Mr. Greg Buchanan Phone: (323) 517-9680 FAX:(323) 517-9781

Project: Oxnard School District - 1011600538

Sample ID: COMP 9 @ 0.5' Soil (1612108-10) Sampled:12/13/16 00:00 Received:12/14/16 14:40										
alpha-BHC	ND	1	ug/kg	8.00	EPA 3546	EPA 8081A	12/16/16	12/19/16	ai	BL61939
beta-BHC	ND	1	ug/kg	8.00	EPA 3546	EPA 8081A	12/16/16	12/19/16	ai	BL61939
delta-BHC	ND	1	ug/kg	8.00	EPA 3546	EPA 8081A	12/16/16	12/19/16	ai	BL61939
gamma-BHC (Lindane)	ND	1	ug/kg	8.00	EPA 3546	EPA 8081A	12/16/16	12/19/16	ai	BL61939
alpha-Chlordane	8.22	1	ug/kg	8.00	EPA 3546	EPA 8081A	12/16/16	12/19/16	ai	BL61939
gamma-Chlordane	10.9	1	ug/kg	8.00	EPA 3546	EPA 8081A	12/16/16	12/19/16	ai	BL61939
4,4'-DDD	46.1	1	ug/kg	8.00	EPA 3546	EPA 8081A	12/16/16	12/19/16	ai	BL61939
4,4'-DDE	646	5	ug/kg	80.0	EPA 3546	EPA 8081A	12/16/16	12/20/16	ai	BL61939
4,4'-DDT	358	1	ug/kg	16.0	EPA 3546	EPA 8081A	12/16/16	12/19/16	ai	BL61939
Dieldrin	17.1	1	ug/kg	8.00	EPA 3546	EPA 8081A	12/16/16	12/19/16	ai	BL61939
Endosulfan I	ND	1	ug/kg	16.0	EPA 3546	EPA 8081A	12/16/16	12/19/16	ai	BL61939
Endosulfan II	ND	1	ug/kg	8.00	EPA 3546	EPA 8081A	12/16/16	12/19/16	ai	BL61939
Endosulfan sulfate	ND	1	ug/kg	8.00	EPA 3546	EPA 8081A	12/16/16	12/19/16	ai	BL61939
Endrin	85.8	1	ug/kg	8.00	EPA 3546	EPA 8081A	12/16/16	12/19/16	ai	BL61939
Technical Chlordane	ND	1	ug/kg	40.0	EPA 3546	EPA 8081A	12/16/16	12/19/16	ai	BL61939
Endrin aldehyde	ND	1	ug/kg	8.00	EPA 3546	EPA 8081A	12/16/16	12/19/16	ai	BL61939
Endrin ketone	ND	1	ug/kg	24.0	EPA 3546	EPA 8081A	12/16/16	12/19/16	ai	BL61939
Heptachlor	ND	1	ug/kg	8.00	EPA 3546	EPA 8081A	12/16/16	12/19/16	ai	BL61939
Heptachlor epoxide	ND	1	ug/kg	8.00	EPA 3546	EPA 8081A	12/16/16	12/19/16	ai	BL61939
Methoxychlor	ND	1	ug/kg	40.0	EPA 3546	EPA 8081A	12/16/16	12/19/16	ai	BL61939
Toxaphene	2510	1	ug/kg	120	EPA 3546	EPA 8081A	12/16/16	12/19/16	ai	BL61939
Surrogate: 2,4,5,6 Tetrachloro-m-xylene	84.4 %			55-126	EPA 3546	EPA 8081A	12/16/16	12/19/16	ai	BL61939
Surrogate: Decachlorobiphenyl	111 %			49-133	EPA 3546	EPA 8081A	12/16/16	12/19/16	ai	BL61939
Sample ID: SB-3 @ 0.5' Soil (1612108-11) Sampled:12/13/16 08:48 Received:12/14/16 14:40										
Analyte	Results	Flag	D.F.	Units	PQL	Prep/Test Method	Prepared	Analyzed	By	Batch
Arsenic	3.28		1	mg/kg	2.00	EPA 3050B EPA 6010B	12/15/16	12/16/16	CG	BL61923
Sample ID: SB-6 @ 0.5' Soil (1612108-12) Sampled:12/13/16 07:56 Received:12/14/16 14:40										
Analyte	Results	Flag	D.F.	Units	PQL	Prep/Test Method	Prepared	Analyzed	By	Batch
Arsenic	3.23		1	mg/kg	2.00	EPA 3050B EPA 6010B	12/15/16	12/16/16	CG	BL61923
Sample ID: SB-11 @ 0.5' Soil (1612108-13) Sampled:12/13/16 09:16 Received:12/14/16 14:40										
Analyte	Results	Flag	D.F.	Units	PQL	Prep/Test Method	Prepared	Analyzed	By	Batch
Arsenic	3.26		1	mg/kg	2.00	EPA 3050B EPA 6010B	12/15/16	12/16/16	CG	BL61923
Sample ID: SB-14 @ 0.5' Soil (1612108-14) Sampled:12/13/16 10:03 Received:12/14/16 14:40										
Analyte	Results	Flag	D.F.	Units	PQL	Prep/Test Method	Prepared	Analyzed	By	Batch
Arsenic	3.20		1	mg/kg	2.00	EPA 3050B EPA 6010B	12/15/16	12/16/16	CG	BL61923
Sample ID: SB-14 @ 0.5' DUP Soil (1612108-15) Sampled:12/13/16 10:03 Received:12/14/16 14:40										
Analyte	Results	Flag	D.F.	Units	PQL	Prep/Test Method	Prepared	Analyzed	By	Batch
Arsenic	3.01		1	mg/kg	2.00	EPA 3050B EPA 6010B	12/15/16	12/16/16	CG	BL61923
Sample ID: SB-20 @ 0.5' Soil (1612108-16) Sampled:12/13/16 11:10 Received:12/14/16 14:40										
Analyte	Results	Flag	D.F.	Units	PQL	Prep/Test Method	Prepared	Analyzed	By	Batch
Arsenic	3.34		1	mg/kg	2.00	EPA 3050B EPA 6010B	12/15/16	12/16/16	CG	BL61923
Sample ID: SB-24 @ 0.5' Soil (1612108-17) Sampled:12/13/16 10:59 Received:12/14/16 14:40										
Analyte	Results	Flag	D.F.	Units	PQL	Prep/Test Method	Prepared	Analyzed	By	Batch
Arsenic	3.61		1	mg/kg	2.00	EPA 3050B EPA 6010B	12/15/16	12/16/16	CG	BL61923



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ATC Group Services LLC [Monterey Park]
 25 Cupania Circle
 Monterey Park, CA 91755

File #: 73399
 Report Date: 12/21/16
 Submitted: 12/14/16
PLS Report No.: 1612108

Attn: Mr. Greg Buchanan Phone: (323) 517-9680 FAX: (323) 517-9781

Project: Oxnard School District - 1011600538

Sample ID: SB-26 @ 0.5' Soil (1612108-18) Sampled:12/13/16 13:18 Received:12/14/16 14:40											
Analyte	Results	Flag	D.F.	Units	PQL	Prep/Test Method		Prepared	Analyzed	By	Batch
Arsenic	3.60		1	mg/kg	2.00	EPA 3050B	EPA 6010B	12/15/16	12/16/16	CG	BL61923
Sample ID: SB-32 @ 0.5' Soil (1612108-19) Sampled:12/13/16 13:50 Received:12/14/16 14:40											
Analyte	Results	Flag	D.F.	Units	PQL	Prep/Test Method		Prepared	Analyzed	By	Batch
Arsenic	3.40		1	mg/kg	2.00	EPA 3050B	EPA 6010B	12/15/16	12/16/16	CG	BL61923
Sample ID: SB-33 @ 0.5' Soil (1612108-20) Sampled:12/13/16 13:01 Received:12/14/16 14:40											
Analyte	Results	Flag	D.F.	Units	PQL	Prep/Test Method		Prepared	Analyzed	By	Batch
Arsenic	3.76		1	mg/kg	2.00	EPA 3050B	EPA 6010B	12/15/16	12/16/16	CG	BL61923
Sample ID: EQ Blank 1 Water (1612108-21) Sampled:12/13/16 14:20 Received:12/14/16 14:40											
Analyte	Results	Flag	D.F.	Units	PQL	Prep/Test Method		Prepared	Analyzed	By	Batch
Aldrin	ND		1	ug/l	0.0100	EPA 3535A	EPA 8081A	12/16/16	12/21/16	ai	BL62150
alpha-BHC	ND		1	ug/l	0.0200	EPA 3535A	EPA 8081A	12/16/16	12/21/16	ai	BL62150
beta-BHC	ND		1	ug/l	0.0200	EPA 3535A	EPA 8081A	12/16/16	12/21/16	ai	BL62150
delta-BHC	ND		1	ug/l	0.0200	EPA 3535A	EPA 8081A	12/16/16	12/21/16	ai	BL62150
gamma-BHC (Lindane)	ND		1	ug/l	0.0200	EPA 3535A	EPA 8081A	12/16/16	12/21/16	ai	BL62150
alpha-Chlordane	ND		1	ug/l	0.0500	EPA 3535A	EPA 8081A	12/16/16	12/21/16	ai	BL62150
gamma-Chlordane	ND		1	ug/l	0.0500	EPA 3535A	EPA 8081A	12/16/16	12/21/16	ai	BL62150
4,4'-DDD	ND		1	ug/l	0.0500	EPA 3535A	EPA 8081A	12/16/16	12/21/16	ai	BL62150
4,4'-DDE	ND		1	ug/l	0.0500	EPA 3535A	EPA 8081A	12/16/16	12/21/16	ai	BL62150
4,4'-DDT	ND		1	ug/l	0.0100	EPA 3535A	EPA 8081A	12/16/16	12/21/16	ai	BL62150
Dieldrin	ND		1	ug/l	0.0100	EPA 3535A	EPA 8081A	12/16/16	12/21/16	ai	BL62150
Endosulfan I	ND		1	ug/l	0.100	EPA 3535A	EPA 8081A	12/16/16	12/21/16	ai	BL62150
Endosulfan II	ND		1	ug/l	0.0200	EPA 3535A	EPA 8081A	12/16/16	12/21/16	ai	BL62150
Endosulfan sulfate	ND		1	ug/l	0.0200	EPA 3535A	EPA 8081A	12/16/16	12/21/16	ai	BL62150
Endrin	ND		1	ug/l	0.0100	EPA 3535A	EPA 8081A	12/16/16	12/21/16	ai	BL62150
Endrin aldehyde	ND		1	ug/l	0.0200	EPA 3535A	EPA 8081A	12/16/16	12/21/16	ai	BL62150
Endrin ketone	ND		1	ug/l	0.100	EPA 3535A	EPA 8081A	12/16/16	12/21/16	ai	BL62150
Heptachlor	ND		1	ug/l	0.0200	EPA 3535A	EPA 8081A	12/16/16	12/21/16	ai	BL62150
Heptachlor epoxide	ND		1	ug/l	0.0200	EPA 3535A	EPA 8081A	12/16/16	12/21/16	ai	BL62150
Methoxychlor	ND		1	ug/l	0.500	EPA 3535A	EPA 8081A	12/16/16	12/21/16	ai	BL62150
Technical Chlordane	ND		1	ug/l	0.500	EPA 3535A	EPA 8081A	12/16/16	12/21/16	ai	BL62150
Toxaphene	ND		1	ug/l	1.00	EPA 3535A	EPA 8081A	12/16/16	12/21/16	ai	BL62150
<hr/>											
Surrogate: 2,4,5,6 Tetrachloro-m-xylene	54.0 %			36-114		EPA 3535A	EPA 8081A	12/16/16	12/21/16	ai	BL62150
Surrogate: Decachlorobiphenyl	66.7 %			33-129		EPA 3535A	EPA 8081A	12/16/16	12/21/16	ai	BL62150
Analyte	Results	Flag	D.F.	Units	PQL	Prep/Test Method		Prepared	Analyzed	By	Batch
Arsenic	ND		1	mg/L	0.0200	EPA 200.7	EPA 6010B	12/16/16	12/19/16	CG	BL61943



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Certificate of Analysis

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ATC Group Services LLC [Monterey Park]
 25 Cupania Circle
 Monterey Park, CA 91755

File #:73399
 Report Date: 12/21/16
 Submitted: 12/14/16
PLS Report No.: 1612108

Attn: Mr. Greg Buchanan Phone: (323) 517-9680 FAX:(323) 517-9781

Project: Oxnard School District - 1011600538

Quality Control Data

Analyte	Result	PQL	Units	Spike Level	Source Result	%REC %REC	Limits	RPD RPD	RPD Limit	Qualifier
Batch BL61939 - EPA 3546										
Blank Prepared: 12/16/16 Analyzed: 12/19/16										
Aldrin	ND	2.00	ug/kg							
alpha-BHC	ND	2.00	ug/kg							
beta-BHC	ND	2.00	ug/kg							
delta-BHC	ND	2.00	ug/kg							
gamma-BHC (Lindane)	ND	2.00	ug/kg							
alpha-Chlordane	ND	2.00	ug/kg							
gamma-Chlordane	ND	2.00	ug/kg							
4,4'-DDD	ND	2.00	ug/kg							
4,4'-DDE	ND	4.00	ug/kg							
4,4'-DDT	ND	4.00	ug/kg							
Dieldrin	ND	2.00	ug/kg							
Endosulfan I	ND	4.00	ug/kg							
Endosulfan II	ND	2.00	ug/kg							
Endosulfan sulfate	ND	2.00	ug/kg							
Endrin	ND	2.00	ug/kg							
Technical Chlordane	ND	10.0	ug/kg							
Endrin aldehyde	ND	2.00	ug/kg							
Endrin ketone	ND	6.00	ug/kg							
Heptachlor	ND	2.00	ug/kg							
Heptachlor epoxide	ND	2.00	ug/kg							
Methoxychlor	ND	10.0	ug/kg							
Toxaphene	ND	30.0	ug/kg							
Surrogate: 2,4,5,6 Tetrachloro-m-xylene	5.84		ug/kg	10.00		58.4	55-126			
Surrogate: Decachlorobiphenyl	8.66		ug/kg	10.00		86.6	49-133			
LCS Prepared: 12/16/16 Analyzed: 12/19/16										
Aldrin	10.6	2.00	ug/kg	13.33		79.6	56-130			
gamma-BHC (Lindane)	10.2	2.00	ug/kg	13.33		76.6	56-133			
4,4'-DDT	10.1	4.00	ug/kg	13.33		76.0	56-133			
Dieldrin	11.5	2.00	ug/kg	13.33		86.5	62-119			
Endrin	11.5	2.00	ug/kg	13.33		86.6	59-127			
Heptachlor	11.2	2.00	ug/kg	13.33		84.1	55-110			
Surrogate: 2,4,5,6 Tetrachloro-m-xylene	8.53		ug/kg	10.00		85.3	54-108			
Surrogate: Decachlorobiphenyl	7.96		ug/kg	10.00		79.6	54-127			
Matrix Spike Source: 1612108-10 Prepared: 12/16/16 Analyzed: 12/19/16										
Aldrin	11.3	2.00	ug/kg	13.33	ND	85.0	39-124			
gamma-BHC (Lindane)	12.0	2.00	ug/kg	13.33	ND	90.0	44-120			
4,4'-DDT	383	4.00	ug/kg	33.33	358	74.9	48-150			
Dieldrin	63.5	2.00	ug/kg	33.33	17.1	139	48-144			
Endrin	113	2.00	ug/kg	33.33	85.8	80.6	54-149			



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Certificate of Analysis

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ATC Group Services LLC [Monterey Park]
 25 Cupania Circle
 Monterey Park, CA 91755

File #:73399
 Report Date: 12/21/16
 Submitted: 12/14/16
PLS Report No.: 1612108

Attn: Mr. Greg Buchanan Phone: (323) 517-9680 FAX:(323) 517-9781

Project: Oxnard School District - 1011600538

Quality Control Data

Analyte	Result	PQL	Units	Spike Level	Source Result	%REC	Limit	RPD	Limit	Qualifier
Batch BL61939 - EPA 3546										
Heptachlor	11.4	2.00	ug/kg	13.33	ND	85.4	46-135			
Surrogate: 2,4,5,6 Tetrachloro-m-xylene	8.94		ug/kg	10.00		89.4	57-126			
Surrogate: Decachlorobiphenyl	11.0		ug/kg	10.00		110	43-136			
Matrix Spike Dup Source: 1612108-10 Prepared: 12/16/16 Analyzed: 12/19/16										
Aldrin	10.8	2.00	ug/kg	13.33	ND	81.0	39-124	4.81	30	
gamma-BHC (Lindane)	10.7	2.00	ug/kg	13.33	ND	80.5	44-120	11.2	30	
4,4'-DDT	356	4.00	ug/kg	33.33	358	NR	48-150	NR	30	V-2
Dieldrin	55.5	2.00	ug/kg	33.33	17.1	115	48-144	18.8	30	
Endrin	96.9	2.00	ug/kg	33.33	85.8	33.6	54-149	82.3	30	V-2
Heptachlor	10.5	2.00	ug/kg	13.33	ND	78.5	46-135	8.36	30	
Surrogate: 2,4,5,6 Tetrachloro-m-xylene	8.41		ug/kg	10.00		84.1	57-126			
Surrogate: Decachlorobiphenyl	10.1		ug/kg	10.00		101	43-136			
Batch BL62150 - EPA 3535A										
Blank Prepared: 12/16/16 Analyzed: 12/21/16										
Aldrin	ND	0.0100	ug/l							
alpha-BHC	ND	0.0200	ug/l							
beta-BHC	ND	0.0200	ug/l							
delta-BHC	ND	0.0200	ug/l							
gamma-BHC (Lindane)	ND	0.0200	ug/l							
alpha-Chlordane	ND	0.0500	ug/l							
gamma-Chlordane	ND	0.0500	ug/l							
4,4'-DDD	ND	0.0500	ug/l							
4,4'-DDE	ND	0.0500	ug/l							
4,4'-DDT	ND	0.0100	ug/l							
Dieldrin	ND	0.0100	ug/l							
Endosulfan I	ND	0.100	ug/l							
Endosulfan II	ND	0.0200	ug/l							
Endosulfan sulfate	ND	0.0200	ug/l							
Endrin	ND	0.0100	ug/l							
Endrin aldehyde	ND	0.0200	ug/l							
Endrin ketone	ND	0.100	ug/l							
Heptachlor	ND	0.0200	ug/l							
Heptachlor epoxide	ND	0.0200	ug/l							
Methoxychlor	ND	0.500	ug/l							
Technical Chlordane	ND	0.500	ug/l							
Toxaphene	ND	1.00	ug/l							
Surrogate: 2,4,5,6 Tetrachloro-m-xylene	0.137		ug/l	0.1500		91.3	36-114			
Surrogate: Decachlorobiphenyl	0.132		ug/l	0.1500		88.0	33-129			
LCS Prepared: 12/16/16 Analyzed: 12/21/16										



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Certificate of Analysis

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ATC Group Services LLC [Monterey Park]
 25 Cupania Circle
 Monterey Park, CA 91755

File #:73399
 Report Date: 12/21/16
 Submitted: 12/14/16
PLS Report No.: 1612108

Attn: Mr. Greg Buchanan Phone: (323) 517-9680 FAX:(323) 517-9781

Project: Oxnard School District - 1011600538

Quality Control Data

Analyte	Result	PQL	Units	Spike Level	Source Result	%REC	%REC Limits	RPD	RPD Limit	Qualifier
Batch BL62150 - EPA 3535A										
Aldrin	0.150	0.0100	ug/l	0.2000		75.0	40-110			
gamma-BHC (Lindane)	0.154	0.0200	ug/l	0.2000		77.0	44-101			
4,4'-DDE	0.179	0.0500	ug/l	0.2000		89.5	43-116			
4,4'-DDT	0.174	0.0100	ug/l	0.2000		87.0	51-125			
Dieldrin	0.191	0.0100	ug/l	0.2000		95.5	54-111			
Endrin	0.199	0.0100	ug/l	0.2000		99.5	55-120			
Heptachlor	0.160	0.0200	ug/l	0.2000		80.0	45-109			
Surrogate: 2,4,5,6 Tetrachloro-m-xylene	0.112		ug/l	0.1500		74.7	39-114			
Surrogate: Decachlorobiphenyl	0.124		ug/l	0.1500		82.7	36-118			
LCS Dup Prepared: 12/16/16 Analyzed: 12/21/16										
Aldrin	0.148	0.0100	ug/l	0.2000		74.0	40-110	1.34	25	
gamma-BHC (Lindane)	0.140	0.0200	ug/l	0.2000		70.0	44-101	9.52	25	
4,4'-DDE	0.174	0.0500	ug/l	0.2000		87.0	43-116	2.83	25	
4,4'-DDT	0.165	0.0100	ug/l	0.2000		82.5	51-125	5.31	25	
Dieldrin	0.183	0.0100	ug/l	0.2000		91.5	54-111	4.28	25	
Endrin	0.188	0.0100	ug/l	0.2000		94.0	55-120	5.68	25	
Heptachlor	0.152	0.0200	ug/l	0.2000		76.0	45-109	5.13	25	
Surrogate: 2,4,5,6 Tetrachloro-m-xylene	0.109		ug/l	0.1500		72.7	39-114			
Surrogate: Decachlorobiphenyl	0.132		ug/l	0.1500		88.0	36-118			
Batch BL61923 - EPA 3050B										
Blank Prepared: 12/15/16 Analyzed: 12/16/16										
Arsenic	ND	2.00	mg/kg							
LCS Prepared: 12/15/16 Analyzed: 12/16/16										
Arsenic	46.0	2.00	mg/kg	49.57		92.7	80-120			
Matrix Spike Source: 1612108-11 Prepared: 12/15/16 Analyzed: 12/16/16										
Arsenic	47.7	2.00	mg/kg	49.57	3.28	89.7	75-125			
Matrix Spike Dup Source: 1612108-11 Prepared: 12/15/16 Analyzed: 12/16/16										
Arsenic	48.4	2.00	mg/kg	49.57	3.28	90.9	75-125	1.36	30	
Batch BL61943 - EPA 200.7										
Blank Prepared: 12/16/16 Analyzed: 12/19/16										
Arsenic	ND	0.0200	mg/L							
LCS Prepared: 12/16/16 Analyzed: 12/19/16										
Arsenic	0.487	0.0200	mg/L	0.4974		97.9	85-115			
LCS Dup Prepared: 12/16/16 Analyzed: 12/19/16										
Arsenic	0.502	0.0200	mg/L	0.4974		101	85-115	2.98	20	
Duplicate Source: 1612116-01 Prepared: 12/16/16 Analyzed: 12/19/16										
Arsenic	ND	0.0200	mg/L		ND				20	



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Certificate of Analysis

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ATC Group Services LLC [Monterey Park]
 25 Cupania Circle
 Monterey Park, CA 91755

File #:73399
 Report Date: 12/21/16
 Submitted: 12/14/16
PLS Report No.: 1612108

Attn: Mr. Greg Buchanan Phone: (323) 517-9680 FAX:(323) 517-9781

Project: Oxnard School District - 1011600538

Quality Control Data

Analyte	Result	PQL	Units	Spike Level	Source Result	%REC	%REC Limits	RPD	RPD Limit	Qualifier
Batch BL61943 - EPA 200.7										
Matrix Spike Source: 1612116-01 Prepared: 12/16/16 Analyzed: 12/19/16										
Arsenic	0.497	0.0200	mg/L	0.4974	ND	100	80-120			
Matrix Spike Dup Source: 1612116-01 Prepared: 12/16/16 Analyzed: 12/19/16										
Arsenic	0.482	0.0200	mg/L	0.4974	ND	96.9	80-120	3.08	20	

Notes and Definitions

- V-2 Out-of-Range recovery was due to sample Heterogeneity.
- NA Not Applicable
- ND Analyte NOT DETECTED at or above the detection limit
- NR Not Reported
- MDL Method Detection Limit
- PQL Practical Quantitation Limit

Authorized Signature(s)



CHAIN OF CUSTODY AND ANALYSIS REQUEST

781 East Washington Blvd., Los Angeles, CA 90021
 (213) 745-5312 FAX (213) 745-6372

DATE: _____ PAGE: 1 OF 16
 FILE NO.: _____ LAB NO.: 1012108

CLIENT NAME: **Oxnard School District** PROJECT NAME/NO. **1011600538** P.O.NO. _____ AIRBILL NO: _____
 ADDRESS: **25 Cupania Circle, Monterey Park** ANALYSES REQUESTED _____ COOLER TEMP: 1.3°C

PROJECT MANAGER: **Greg Buchanan** PHONE NO: **323-517-9780** FAX NO: **323.517.9781** <---PRESERVATION * _____

SAMPLER NAME: _____ SIGNATURE: _____ REMARKS: _____

TAT (Turn-Around-Time): 0=Same Day; 1=24 Hour; 2=48Hour; (ETC.) N=Normal

CONTAINER TYPES: B=Brass; E=Encore/Easy Draw; P=Plastic; G=Glass; V=VOA Vial; O=Other

UST PROJECT: **Y N** GLOBAL ID#: -----

SAMPLE ID	DATE SAMPLED	TIME SAMPLED	SAMPLE DESCRIPTION	MATRIX				TAT	CONTAINER		Arsenic by EPA 6010B	OCPs by EPA 8081A							SAMPLE CONDITIONS/ CONTAINER/COMMENTS
				WATER	SOIL	SLUDGE	OTHER		#	TYPE									
	<u>12/13/16</u>		Comp 2 @ 0.5'		X			N		G		X							LAB TO COMPOSITE
			Comp 2 @ 2'		X			N		G		X							LAB TO COMPOSITE HOLD
		<u>748</u>	SB-5 @ 0.5'		X			N	1	G									
		<u>751</u>	SB-5 @ 2'		X			N	1	G									HOLD
		<u>750</u>	SB-6 @ 0.5'		X			N	2	G	X								
		<u>800</u>	SB-6 @ 2'		X			N	1	G									HOLD
		<u>903</u>	SB-7 @ 0.5'		X			N	1	G									
		<u>905</u>	SB-7 @ 2'		X			N	1	G									HOLD
		<u>910</u>	SB-8 @ 0.5'		X			N	1	G									
		<u>912</u>	SB-8 @ 2'		X			N	1	G									HOLD

Relinquished by (Signature & Name): 	Received by (Signature & Name): 	Date: <u>12/14/16</u>	Time: <u>2:40</u>	SAMPLE DISPOSITION 1. Samples returned to client? Yes No 2. Samples will not be stored over 30 days, unless additional storage time is requested 3. Storage time requested: _____ days. By: _____ Date: _____
Relinquished by (Signature & Name): 	Received by (Signature & Name): 	Date: <u>12/14/16</u>	Time: <u>3:10</u>	
Relinquished by (Signature & Name):	Received by (Signature & Name):	Date:	Time:	

SPECIAL INSTRUCTION: _____

* PRESERVATION: 1-HNO₃, 2-H₂SO₄, 3-HCL, 4-Zinc Acetate, 5-NaOH, 6-NH₄ Buffer, 7-Other



CHAIN OF CUSTODY AND ANALYSIS REQUEST

781 East Washington Blvd., Los Angeles, CA 90021
 (213) 745-5312 FAX (213) 745-6372

DATE: 2/14/16
 FILE NO.:

PAGE: 3 OF 10
 LAB NO.: 1012108

CLIENT NAME: Oxnard School District PROJECT NAME/NO. 1011600537 P.O.NO. _____ AIRBILL NO: _____
 ADDRESS: 25 Cupania Circle, Monterey Park ANALYSES REQUESTED _____ COOLER TEMP: 1.3°C

PROJECT MANAGER: Greg Buchanan PHONE NO: 323-517-9780 FAX NO: 323.517.9781 <---PRESERVATION *
 REMARKS: _____

SAMPLER NAME: _____ SIGNATURE: _____
 TAT (Turn-Around-Time): 0=Same Day; 1=24 Hour; 2=48Hour; (ETC.) N=Normal
 CONTAINER TYPES: B=Brass; E=Encore/Easy Draw; P=Plastic; G=Glass; V=VOA Vial; O=Other
 UST PROJECT: Y N GLOBAL ID#: _____

SAMPLE ID	DATE SAMPLED	TIME SAMPLED	SAMPLE DESCRIPTION	MATRIX				TAT	CONTAINER		Arsenic by EPA 6010B	OCPrs by EPA 8081A							SAMPLE CONDITIONS/ CONTAINER/COMMENTS
				WATER	SOIL	SLUDGE	OTHER		#	TYPE									
	<u>2/14/16</u>		Comp 3 @ 0.5'		X			N		G		X							LAB TO COMPOSITE
			Comp 3 @ 2'		X			N		G		X							LAB TO COMPOSITE HOLD
		<u>807</u>	SB-9 @ 0.5'		X			N	1	G									HOLD
		<u>808</u>	SB-9 @ 2'		X			N	1	G									HOLD
		<u>815</u>	SB-10 @ 0.5'		X			N	1	G									HOLD
		<u>817</u>	SB-10 @ 2'		X			N	1	G									HOLD
		<u>910</u>	SB-11 @ 0.5'		X			N	2	G	X								HOLD
		<u>916</u>	SB-11 @ 2'		X			N	1	G									HOLD
		<u>922</u>	SB-12 @ 0.5'		X			N	1	G									HOLD
		<u>924</u>	SB-12 @ 2'		X			N	1	G									HOLD

Relinquished by (Signature & Name): 	Received by (Signature & Name): 	Date: <u>12/14/16</u>	Time: <u>2:40</u>	SAMPLE DISPOSITION 1. Samples returned to client? Yes No 2. Samples will not be stored over 30 days, unless additional storage time is requested 3. Storage time requested: _____ days, By: _____ Date: _____
Relinquished by (Signature & Name): 	Received by (Signature & Name): 	Date: <u>12/14/16</u>	Time: <u>3:16</u>	
Relinquished by (Signature & Name):	Received by (Signature & Name):	Date:	Time:	

SPECIAL INSTRUCTION:
 * PRESERVATION: 1-HNO₃, 2-H₂SO₄, 3-HCL, 4-Zinc Acetate, 5-NaOH, 6-NH₄ Buffer, 7-Other



CHAIN OF CUSTODY AND ANALYSIS REQUEST

781 East Washington Blvd., Los Angeles, CA 90021
 (213) 745-5312 FAX (213) 745-6372

DATE: 12/13/16 PAGE: 4 OF 10
 FILE NO.: LAB NO.: 1012108

CLIENT NAME: Oxnard School District PROJECT NAME/NO. 1011600537 P.O.NO. AIRBILL NO:

ADDRESS: 25 Cupania Circle, Monterey Park ANALYSES REQUESTED COOLER TEMP: 1.3°C

PROJECT MANAGER: Greg Buchanan PHONE NO: 323-517-9780 FAX NO: 323.517.9781 <---PRESERVATION *
 REMARKS: _____

SAMPLER NAME: SIGNATURE: Arsenic by EPA 6010B OCPs by EPA 8081A

TAT (Turn-Around-Time): 0=Same Day; 1=24 Hour; 2=48Hour; (ETC.) N=Normal

CONTAINER TYPES: B=Brass; E=Encore/Easy Draw; P=Plastic; G=Glass; V=VOA Vial; O=Other

UST PROJECT: Y N GLOBAL ID#: -----

SAMPLE ID	DATE SAMPLED	TIME SAMPLED	SAMPLE DESCRIPTION	MATRIX				TAT	CONTAINER		Arsenic by EPA 6010B	OCPs by EPA 8081A							SAMPLE CONDITIONS/ CONTAINER/COMMENTS
				WATER	SOIL	SLUDGE	OTHER		#	TYPE									
	<u>12/13/16</u>		Comp 4 @ 0.5'		X			N		G		X							LAB TO COMPOSITE
			Comp 4 @ 2'		X			N		G		X							LAB TO COMPOSITE HOLD
		<u>958</u>	SB-13 @ 0.5'		X			N	1	G									
		<u>1001</u>	SB-13 @ 2'		X			N	1	G									HOLD
		<u>1003</u>	SB-14 @ 0.5'		X			N	2	G	X								
		<u>1003</u>	SB-14 @ 0.5' DUP		X			N	1	G	X								
		<u>1006</u>	SB-14 @ 2'		X			N	1	G									HOLD
		<u>1127</u>	SB-15 @ 0.5'		X			N	1	G									
		<u>1129</u>	SB-15 @ 2'		X			N	1	G									HOLD
		<u>1122</u>	SB-16 @ 0.5'		X			N	1	G									
		<u>1124</u>	SB-16 @ 2'		X			N	1	G									HOLD

Relinquished by (Signature & Name): 	Received by (Signature & Name): 	Date: <u>12/14/16</u>	Time: <u>2:40</u>	SAMPLE DISPOSITION 1. Samples returned to client? Yes No 2. Samples will not be stored over 30 days, unless additional storage time is requested 3. Storage time requested: _____ days. By: _____ Date: _____
Relinquished by (Signature & Name): 	Received by (Signature & Name): 	Date: <u>12/14/16</u>	Time: <u>3:10</u>	
Relinquished by (Signature & Name):	Received by (Signature & Name):	Date:	Time:	

SPECIAL INSTRUCTION:

* PRESERVATION: 1-HNO₃, 2-H₂SO₄, 3-HCL, 4-Zinc Acetate, 5-NaOH, 6-NH₄ Buffer, 7-Other



CHAIN OF CUSTODY AND ANALYSIS REQUEST

781 East Washington Blvd., Los Angeles, CA 90021
 (213) 745-5312 FAX (213) 745-6372

DATE: 12/13/14 PAGE: 5 OF 10
 FILE NO.: _____ LAB NO.: 1012/08

CLIENT NAME: **Oxnard School District** PROJECT NAME/NO. **1011600537** P.O.NO. _____ AIRBILL NO: _____

ADDRESS: **25 Cupania Circle, Monterey Park** ANALYSES REQUESTED _____ COOLER TEMP: 1.3°C

PROJECT MANAGER: **Greg Buchanan** PHONE NO: **323-517-9780** FAX NO: **323.517.9781** <---PRESERVATION * _____

SAMPLER NAME: _____ SIGNATURE: _____ REMARKS: _____

TAT (Turn-Around-Time): 0=Same Day; 1=24 Hour; 2=48Hour; (ETC.) N=Normal

CONTAINER TYPES: B=Brass; E=Encore/Easy Draw; P=Plastic; G=Glass; V=VOA Vial; O=Other

UST PROJECT: **Y N** GLOBAL ID#: -----

SAMPLE ID	DATE SAMPLED	TIME SAMPLED	SAMPLE DESCRIPTION	MATRIX				TAT	CONTAINER		Arsenic by EPA 6010B	OCs by EPA 8081A							SAMPLE CONDITIONS/ CONTAINER/COMMENTS
				WATER	SOIL	SLUDGE	OTHER		#	TYPE									
	<u>12/13/14</u>		Comp 5 @ 0.5'		X			N		G		X							LAB TO COMPOSITE
			Comp 5 @ 2'		X			N		G		X							LAB TO COMPOSITE HOLD
		<u>1010</u>	SB-17 @ 0.5'		X			N	1	G									
		<u>1012</u>	SB-17 @ 2'		X			N	1	G									HOLD
		<u>1015</u>	SB-18 @ 0.5'		X			N	1	G									
		<u>1017</u>	SB-18 @ 2'		X			N	1	G									HOLD
		<u>1116</u>	SB-19 @ 0.5'		X			N	1	G									
		<u>1118</u>	SB-19 @ 2'		X			N	1	G									HOLD
		<u>1110</u>	SB-20 @ 0.5'		X			N	2	G	X								
		<u>1113</u>	SB-20 @ 2'		X			N	1	G									HOLD

Relinquished by (Signature & Name): 	Received by (Signature & Name): 	Date: <u>12/14/14</u>	Time: <u>2:40</u>	SAMPLE DISPOSITION 1. Samples returned to client? Yes No 2. Samples will not be stored over 30 days, unless additional storage time is requested 3. Storage time requested: _____ days, By: _____ Date: _____
Relinquished by (Signature & Name): 	Received by (Signature & Name): 	Date: <u>12/14/14</u>	Time: <u>3:10</u>	
Relinquished by (Signature & Name):	Received by (Signature & Name):	Date:	Time:	

SPECIAL INSTRUCTION:

* PRESERVATION: 1-HNO₃, 2-H₂SO₄, 3-HCL, 4-Zinc Acetate, 5-NaOH, 6-NH₄ Buffer, 7-Other



CHAIN OF CUSTODY AND ANALYSIS REQUEST

781 East Washington Blvd., Los Angeles, CA 90021
 (213) 745-5312 FAX (213) 745-6372

DATE: 12/14/16 PAGE: 1 OF 10
 FILE NO.: LAB NO.: 1612108

CLIENT NAME: Oxnard School District PROJECT NAME/NO. 1011600537 P.O.NO. AIRBILL NO:

ADDRESS: 25 Cupania Circle, Monterey Park ANALYSES REQUESTED COOLER TEMP: 1.6°C

PROJECT MANAGER: Greg Buchanan PHONE NO: 323-517-9780 FAX NO: 323.517.9781 <---PRESERVATION *
 REMARKS: _____

SAMPLER NAME: SIGNATURE: Arsenic by EPA 6010B OCPs by EPA 8081A

TAT (Turn-Around-Time): 0=Same Day; 1=24 Hour; 2=48Hour; (ETC.) N=Normal

CONTAINER TYPES: B=Brass; E=Encore/Easy Draw; P=Plastic; G=Glass; V=VOA Vial; O=Other

UST PROJECT: Y N GLOBAL ID#: -----

SAMPLE ID	DATE SAMPLED	TIME SAMPLED	SAMPLE DESCRIPTION	MATRIX				TAT	CONTAINER		Arsenic by EPA 6010B	OCPs by EPA 8081A							SAMPLE CONDITIONS/ CONTAINER/COMMENTS
				WATER	SOIL	SLUDGE	OTHER		#	TYPE									
	<u>12/13/16</u>		Comp 6 @ 0.5'		X			N		G		X							LAB TO COMPOSITE
			Comp 6 @ 2'		X			N		G		X							LAB TO COMPOSITE HOLD
			Comp 6 @ 0.5' DUP		X			N	1	G		X							LAB TO COMPOSITE
		<u>1020</u>	SB-21 @ 0.5'		X			N	2	G									
		<u>1022</u>	SB-21 @ 2'		X			N	1	G									HOLD
		<u>1027</u>	SB-22 @ 0.5'		X			N	2	G									
		<u>1029</u>	SB-22 @ 2'		X			N	1	G									HOLD
		<u>1104</u>	SB-23 @ 0.5'		X			N	2	G									
		<u>1106</u>	SB-23 @ 2'		X			N	1	G									HOLD
		<u>1059</u>	SB-24 @ 0.5'		X			N	3	G	X								
		<u>1101</u>	SB-24 @ 2'		X			N	1	G									HOLD

Relinquished by (Signature & Name): <u>[Signature]</u>	Received by (Signature & Name): <u>[Signature]</u>	Date: <u>12/14/16</u>	Time: <u>2:40</u>	SAMPLE DISPOSITION 1. Samples returned to client? Yes No 2. Samples will not be stored over 30 days, unless additional storage time is requested 3. Storage time requested: _____ days. By: _____ Date: _____
Relinquished by (Signature & Name): <u>[Signature]</u>	Received by (Signature & Name): <u>[Signature]</u>	Date: <u>12/14/16</u>	Time: <u>3:10</u>	
Relinquished by (Signature & Name):	Received by (Signature & Name):	Date:	Time:	

SPECIAL INSTRUCTION:

* PRESERVATION: 1-HNO₃, 2-H₂SO₄, 3-HCL, 4-Zinc Acetate, 5-NaOH, 6-NH₄ Buffer, 7-Other



CHAIN OF CUSTODY AND ANALYSIS REQUEST

781 East Washington Blvd., Los Angeles, CA 90021
 (213) 745-5312 FAX (213) 745-6372

DATE: 12/15/16 PAGE: 7 OF 10
 FILE NO.: LAB NO.: 1612108

CLIENT NAME: **Oxnard School District** PROJECT NAME/NO. **1011600538** P.O.NO. AIRBILL NO:
 ADDRESS: **25 Cupania Circle, Monterey Park** ANALYSES REQUESTED COOLER TEMP: 1.6°C

PROJECT MANAGER: **Greg Buchanan** PHONE NO: **323-517-9780** FAX NO: **323.517.9781** <---PRESERVATION *
 SAMPLER NAME: SIGNATURE: REMARKS:

TAT (Turn-Around-Time): 0=Same Day; 1=24 Hour; 2=48Hour; (ETC.) N=Normal
 CONTAINER TYPES: B=Brass; E=Encore/Easy Draw; P=Plastic; G=Glass; V=VOA Vial; O=Other
 UST PROJECT: **Y N** GLOBAL ID#: -----

SAMPLE ID	DATE SAMPLED	TIME SAMPLED	SAMPLE DESCRIPTION	MATRIX				TAT	CONTAINER		Arsenic by EPA 6010B	OCPs by EPA 8081A							SAMPLE CONDITIONS/ CONTAINER/COMMENTS
				WATER	SOIL	SLUDGE	OTHER		#	TYPE									
	<u>12/14/16</u>		Comp 7 @ 0.5'		X			N		G		X							LAB TO COMPOSITE
			Comp 7 @ 2'		X			N		G		X							LAB TO COMPOSITE HOLD
		<u>1523</u>	SB-25 @ 0.5'		X			N	1	G									
		<u>1325</u>	SB-25 @ 2'		X			N	1	G									HOLD
		<u>1318</u>	SB-26 @ 0.5'		X			N	2	G	X								
		<u>1320</u>	SB-26 @ 2'		X			N	1	G									HOLD
		<u>1336</u>	SB-27 @ 0.5'		X			N	1	G									
		<u>1338</u>	SB-27 @ 2'		X			N	1	G									HOLD
		<u>1341</u>	SB-28 @ 0.5'		X			N	1	G									
		<u>1343</u>	SB-28 @ 2'		X			N	1	G									HOLD

Relinquished by (Signature & Name): 	Received by (Signature & Name): 	Date: <u>12/14/16</u>	Time: <u>2:40</u>	SAMPLE DISPOSITION 1. Samples returned to client? Yes No 2. Samples will not be stored over 30 days, unless additional storage time is requested 3. Storage time requested: _____ days, By: _____ Date: _____
Relinquished by (Signature & Name): 	Received by (Signature & Name): <u>Wipe Evidence</u>	Date: <u>12/14/16</u>	Time: <u>310</u>	
Relinquished by (Signature & Name):	Received by (Signature & Name):	Date:	Time:	

SPECIAL INSTRUCTION:

* PRESERVATION: 1-HNO₃, 2-H₂SO₄, 3-HCL, 4-Zinc Acetate, 5-NaOH, 6-NH₄ Buffer, 7-Other



CHAIN OF CUSTODY AND ANALYSIS REQUEST

781 East Washington Blvd., Los Angeles, CA 90021
 (213) 745-5312 FAX (213) 745-6372

DATE: 12/13/16 PAGE: 8 OF 10
 FILE NO.: LAB NO.: 1412108

CLIENT NAME: Oxnard School District PROJECT NAME/NO. 1011600538 P.O.NO. _____ AIRBILL NO: _____
 ADDRESS: 25 Cupania Circle, Monterey Park ANALYSES REQUESTED _____ COOLER TEMP: 1.6 °C

PROJECT MANAGER: Greg Buchanan PHONE NO: 323-517-9780 FAX NO: 323.517.9781 <---PRESERVATION * _____

SAMPLER NAME: _____ SIGNATURE: _____ REMARKS: _____
 TAT (Turn-Around-Time): 0=Same Day; 1=24 Hour; 2=48Hour; (ETC.) N=Normal
 CONTAINER TYPES: B=Brass; E=Encore/Easy Draw; P=Plastic; G=Glass; V=VOA Vial; O=Other

UST PROJECT: Y N GLOBAL ID#: -----

SAMPLE ID	DATE SAMPLED	TIME SAMPLED	SAMPLE DESCRIPTION	MATRIX				TAT	CONTAINER		Arsenic by EPA 6010B	Lead by EPA 6010B	OCPS by EPA 8081A						SAMPLE CONDITIONS/ CONTAINER/COMMENTS
				WATER	SOIL	SLUDGE	OTHER		#	TYPE									
	<u>12/13/16</u>		Comp 8 @ 0.5'		X			N		G			X						LAB TO COMPOSITE
			Comp 8 @ 2'		X			N		G			X						LAB TO COMPOSITE HOLD
		<u>1312</u>	SB-29 @ 0.5'		X			N	1	G									
		<u>1314</u>	SB-29 @ 2'		X			N	1	G									HOLD
		<u>1307</u>	SB-30 @ 0.5'		X			N	1	G									
		<u>1308</u>	SB-30 @ 2'		X			N	1	G									HOLD
		<u>1346</u>	SB-31 @ 0.5'		X			N	1	G									
		<u>1348</u>	SB-31 @ 2'		X			N	1	G									HOLD
		<u>1350</u>	SB-32 @ 0.5'		X			N	2	G	X								
		<u>1352</u>	SB-32 @ 2'		X			N	1	G									HOLD

Relinquished by (Signature & Name): <u>[Signature]</u>	Received by (Signature & Name): <u>[Signature]</u>	Date: <u>12/14/16</u>	Time: <u>2:40</u>	SAMPLE DISPOSITION 1. Samples returned to client? Yes No 2. Samples will not be stored over 30 days, unless additional storage time is requested 3. Storage time requested: _____ days, By: _____ Date: _____
Relinquished by (Signature & Name): <u>[Signature]</u>	Received by (Signature & Name): <u>[Signature]</u>	Date: <u>12/14/16</u>	Time: <u>3:10</u>	
Relinquished by (Signature & Name):	Received by (Signature & Name):	Date:	Time:	

SPECIAL INSTRUCTION:
 * PRESERVATION: 1-HNO₃, 2-H₂SO₄, 3-HCL, 4-Zinc Acetate, 5-NaOH, 6-NH₄ Buffer, 7-Other



CHAIN OF CUSTODY AND ANALYSIS REQUEST

781 East Washington Blvd., Los Angeles, CA 90021
 (213) 745-5312 FAX (213) 745-6372

DATE: 12/13/16 PAGE: 9 OF 10
 FILE NO.: _____ LAB NO.: 1412108

CLIENT NAME: Oxnard School District PROJECT NAME/NO. 1011600538 P.O.NO. _____ AIRBILL NO: _____
 ADDRESS: 25 Cupania Circle, Monterey Park ANALYSES REQUESTED _____ COOLER TEMP: 1.4°C

PROJECT MANAGER: Greg Buchanan PHONE NO: 323-517-9780 FAX NO: 323.517.9781 <---PRESERVATION *
 SAMPLER NAME: _____ SIGNATURE: _____ REMARKS: _____

TAT (Turn-Around-Time): 0=Same Day; 1=24 Hour; 2=48Hour; (ETC.) N=Normal
 CONTAINER TYPES: B=Brass; E=Encore/Easy Draw; P=Plastic; G=Glass; V=VOA Vial; O=Other

UST PROJECT: Y N GLOBAL ID#: _____

SAMPLE ID	DATE SAMPLED	TIME SAMPLED	SAMPLE DESCRIPTION	MATRIX				TAT	CONTAINER		Arsenic by EPA 6010B	OCPs by EPA 8081A							SAMPLE CONDITIONS/ CONTAINER/COMMENTS
				WATER	SOIL	SLUDGE	OTHER		#	TYPE									
	<u>12/13/16</u>		Comp 9 @ 0.5'		X			N		G		X							LAB TO COMPOSITE
			Comp 9 @ 2'		X			N		G		X							LAB TO COMPOSITE HOLD
		<u>1301</u>	SB-33 @ 0.5'		X			N	2	G	X								
		<u>1303</u>	SB-33 @ 2'		X			N	1	G									HOLD
		<u>1257</u>	SB-34 @ 0.5'		X			N	1	G									
		<u>1259</u>	SB-34 @ 2'		X			N	1	G									HOLD
		<u>1355</u>	SB-35 @ 0.5'		X			N	1	G									
		<u>1357</u>	SB-35 @ 2'		X			N	1	G									HOLD
		<u>1402</u>	SB-36 @ 0.5'		X			N	1	G									
		<u>1404</u>	SB-36 @ 2'		X			N	1	G									HOLD

Relinquished by (Signature & Name): <u>[Signature]</u>	Received by (Signature & Name): <u>[Signature]</u>	Date: <u>12/14/16</u>	Time: <u>2:40</u>	SAMPLE DISPOSITION 1. Samples returned to client? Yes No 2. Samples will not be stored over 30 days, unless additional storage time is requested 3. Storage time requested: _____ days, By: _____ Date: _____
Relinquished by (Signature & Name): <u>[Signature]</u>	Received by (Signature & Name): <u>[Signature]</u>	Date: <u>12/14/16</u>	Time: <u>3:10</u>	
Relinquished by (Signature & Name):	Received by (Signature & Name):	Date:	Time:	

SPECIAL INSTRUCTION:

* PRESERVATION: 1-HNO₃, 2-H₂SO₄, 3-HCL, 4-Zinc Acetate, 5-NaOH, 6-NH₄ Buffer, 7-Other



781 East Washington Blvd., Los Angeles, CA 90021
{213} 745-5312 FAX {213} 745-6372

January 11, 2017

Mr. Greg Buchanan
ATC Group Services LLC [Monterey Park]
25 Cupania Circle
Monterey Park, CA 91755

Report No.: 1612108
Project Name: Oxnard School District - 1011600538

Dear Mr. Greg Buchanan,

This report contains the analytical results for the sample(s) received under chain of custody(s) by Positive Lab Service on December 14, 2016.

The test results in this report are performed in compliance with ELAP accreditation requirements for the certified parameters. The laboratory report may not be produced, except in full, without the written approval of the laboratory.

The issuance of the final Certificate of Analysis takes precedence over any previous Preliminary Report. Preliminary data should not be used for regulatory purposes. Authorized signature(s) is provided on final report only.

If you have any questions in reference to this report, please contact your Positive Lab Service coordinator.


Project Manager



781 East Washington Blvd., Los Angeles, CA 90021
 (213) 745-5312 FAX (213) 745-6372

Certificate of Analysis

Page 2 of 8

ATC Group Services LLC [Monterey Park]
 25 Cupania Circle
 Monterey Park, CA 91755

File #:73399
 Report Date: 01/11/17
 Submitted: 12/14/16
PLS Report No.: 1612108

Attn: Mr. Greg Buchanan Phone: (323) 517-9680 FAX:(323) 517-9781

Project: Oxnard School District - 1011600538

Sample ID: COMP 1 @ 2' Soil (1612108-22) Sampled:12/13/16 00:00 Received:12/14/16 14:40											
Analyte	Results	Flag	D.F.	Units	PQL	Prep/Test Method		Prepared	Analyzed	By	Batch
Aldrin	ND	R4	1	ug/kg	8.00	EPA 3546	EPA 8081A	01/05/17	01/06/17	ai	BA71026
alpha-BHC	ND	R4	1	ug/kg	8.00	EPA 3546	EPA 8081A	01/05/17	01/06/17	ai	BA71026
beta-BHC	ND	R4	1	ug/kg	8.00	EPA 3546	EPA 8081A	01/05/17	01/06/17	ai	BA71026
delta-BHC	ND	R4	1	ug/kg	8.00	EPA 3546	EPA 8081A	01/05/17	01/06/17	ai	BA71026
gamma-BHC (Lindane)	ND	R4	1	ug/kg	8.00	EPA 3546	EPA 8081A	01/05/17	01/06/17	ai	BA71026
alpha-Chlordane	ND	R4	1	ug/kg	8.00	EPA 3546	EPA 8081A	01/05/17	01/06/17	ai	BA71026
gamma-Chlordane	ND	R4	1	ug/kg	8.00	EPA 3546	EPA 8081A	01/05/17	01/06/17	ai	BA71026
4,4'-DDD	26.3	R4	1	ug/kg	8.00	EPA 3546	EPA 8081A	01/05/17	01/06/17	ai	BA71026
4,4'-DDE	245	R4	1	ug/kg	16.0	EPA 3546	EPA 8081A	01/05/17	01/06/17	ai	BA71026
4,4'-DDT	102	R4	1	ug/kg	16.0	EPA 3546	EPA 8081A	01/05/17	01/06/17	ai	BA71026
Dieldrin	18.5	R4	1	ug/kg	8.00	EPA 3546	EPA 8081A	01/05/17	01/06/17	ai	BA71026
Endosulfan I	ND	R4	1	ug/kg	16.0	EPA 3546	EPA 8081A	01/05/17	01/06/17	ai	BA71026
Endosulfan II	ND	R4	1	ug/kg	8.00	EPA 3546	EPA 8081A	01/05/17	01/06/17	ai	BA71026
Endosulfan sulfate	ND	R4	1	ug/kg	8.00	EPA 3546	EPA 8081A	01/05/17	01/06/17	ai	BA71026
Endrin	41.3	R4	1	ug/kg	8.00	EPA 3546	EPA 8081A	01/05/17	01/06/17	ai	BA71026
Technical Chlordane	ND	R4	1	ug/kg	40.0	EPA 3546	EPA 8081A	01/05/17	01/06/17	ai	BA71026
Endrin aldehyde	ND	R4	1	ug/kg	8.00	EPA 3546	EPA 8081A	01/05/17	01/06/17	ai	BA71026
Endrin ketone	ND	R4	1	ug/kg	24.0	EPA 3546	EPA 8081A	01/05/17	01/06/17	ai	BA71026
Heptachlor	ND	R4	1	ug/kg	8.00	EPA 3546	EPA 8081A	01/05/17	01/06/17	ai	BA71026
Heptachlor epoxide	ND	R4	1	ug/kg	8.00	EPA 3546	EPA 8081A	01/05/17	01/06/17	ai	BA71026
Methoxychlor	ND	R4	1	ug/kg	40.0	EPA 3546	EPA 8081A	01/05/17	01/06/17	ai	BA71026
Toxaphene	1110	R4	1	ug/kg	120	EPA 3546	EPA 8081A	01/05/17	01/06/17	ai	BA71026
<i>Surrogate: 2,4,5,6 Tetrachloro-m-xylol.</i>	<i>146 %</i>	<i>R4</i>		<i>55-126</i>		<i>EPA 3546</i>	<i>EPA 8081A</i>	<i>01/05/17</i>	<i>01/06/17</i>	<i>ai</i>	<i>BA71026</i>
<i>Surrogate: Decachlorobiphenyl</i>	<i>142 %</i>	<i>R4</i>		<i>49-133</i>		<i>EPA 3546</i>	<i>EPA 8081A</i>	<i>01/05/17</i>	<i>01/06/17</i>	<i>ai</i>	<i>BA71026</i>
Sample ID: COMP 2 @ 2' Soil (1612108-23) Sampled:12/13/16 00:00 Received:12/14/16 14:40											
Analyte	Results	Flag	D.F.	Units	PQL	Prep/Test Method		Prepared	Analyzed	By	Batch
Aldrin	ND	R4	1	ug/kg	8.00	EPA 3546	EPA 8081A	01/05/17	01/06/17	ai	BA71026
alpha-BHC	ND	R4	1	ug/kg	8.00	EPA 3546	EPA 8081A	01/05/17	01/06/17	ai	BA71026
beta-BHC	ND	R4	1	ug/kg	8.00	EPA 3546	EPA 8081A	01/05/17	01/06/17	ai	BA71026
delta-BHC	ND	R4	1	ug/kg	8.00	EPA 3546	EPA 8081A	01/05/17	01/06/17	ai	BA71026
gamma-BHC (Lindane)	ND	R4	1	ug/kg	8.00	EPA 3546	EPA 8081A	01/05/17	01/06/17	ai	BA71026
alpha-Chlordane	ND	R4	1	ug/kg	8.00	EPA 3546	EPA 8081A	01/05/17	01/06/17	ai	BA71026
gamma-Chlordane	ND	R4	1	ug/kg	8.00	EPA 3546	EPA 8081A	01/05/17	01/06/17	ai	BA71026
4,4'-DDD	17.9	R4	1	ug/kg	8.00	EPA 3546	EPA 8081A	01/05/17	01/06/17	ai	BA71026
4,4'-DDE	240	R4	1	ug/kg	16.0	EPA 3546	EPA 8081A	01/05/17	01/06/17	ai	BA71026
4,4'-DDT	98.1	R4	1	ug/kg	16.0	EPA 3546	EPA 8081A	01/05/17	01/06/17	ai	BA71026
Dieldrin	21.0	R4	1	ug/kg	8.00	EPA 3546	EPA 8081A	01/05/17	01/06/17	ai	BA71026
Endosulfan I	ND	R4	1	ug/kg	16.0	EPA 3546	EPA 8081A	01/05/17	01/06/17	ai	BA71026
Endosulfan II	ND	R4	1	ug/kg	8.00	EPA 3546	EPA 8081A	01/05/17	01/06/17	ai	BA71026
Endosulfan sulfate	ND	R4	1	ug/kg	8.00	EPA 3546	EPA 8081A	01/05/17	01/06/17	ai	BA71026
Endrin	33.1	R4	1	ug/kg	8.00	EPA 3546	EPA 8081A	01/05/17	01/06/17	ai	BA71026
Technical Chlordane	ND	R4	1	ug/kg	40.0	EPA 3546	EPA 8081A	01/05/17	01/06/17	ai	BA71026
Endrin aldehyde	ND	R4	1	ug/kg	8.00	EPA 3546	EPA 8081A	01/05/17	01/06/17	ai	BA71026
Endrin ketone	ND	R4	1	ug/kg	24.0	EPA 3546	EPA 8081A	01/05/17	01/06/17	ai	BA71026
Heptachlor	ND	R4	1	ug/kg	8.00	EPA 3546	EPA 8081A	01/05/17	01/06/17	ai	BA71026
Heptachlor epoxide	ND	R4	1	ug/kg	8.00	EPA 3546	EPA 8081A	01/05/17	01/06/17	ai	BA71026
Methoxychlor	ND	R4	1	ug/kg	40.0	EPA 3546	EPA 8081A	01/05/17	01/06/17	ai	BA71026



781 East Washington Blvd., Los Angeles, CA 90021
 (213) 745-5312 FAX (213) 745-6372

Certificate of Analysis

ATC Group Services LLC [Monterey Park]
 25 Cupania Circle
 Monterey Park, CA 91755

File #:73399
 Report Date: 01/11/17
 Submitted: 12/14/16
PLS Report No.: 1612108

Attn: Mr. Greg Buchanan Phone: (323) 517-9680 FAX:(323) 517-9781

Project: Oxnard School District - 1011600538

Sample ID:	COMP 2 @ 2' Soil	(1612108-23)	Sampled:	12/13/16 00:00	Received:	12/14/16 14:40					
Toxaphene	926	R4	1	ug/kg	120	EPA 3546	EPA 8081A	01/05/17	01/06/17	ai	BA71026
Surrogate: 2,4,5,6 Tetrachloro-m-xylene	125 %	R4		55-126		EPA 3546	EPA 8081A	01/05/17	01/06/17	ai	BA71026
Surrogate: Decachlorobiphenyl	135 %	R4		49-133		EPA 3546	EPA 8081A	01/05/17	01/06/17	ai	BA71026

Sample ID:	COMP 3 @ 2' Soil	(1612108-24)	Sampled:	12/13/16 00:00	Received:	12/14/16 14:40					
Analyte	Results	Flag	D.F.	Units	PQL	Prep/Test Method	Prepared	Analyzed	By	Batch	
Aldrin	ND	R4	1	ug/kg	8.00	EPA 3546 EPA 8081A	01/05/17	01/06/17	ai	BA71026	
alpha-BHC	ND	R4	1	ug/kg	8.00	EPA 3546 EPA 8081A	01/05/17	01/06/17	ai	BA71026	
beta-BHC	ND	R4	1	ug/kg	8.00	EPA 3546 EPA 8081A	01/05/17	01/06/17	ai	BA71026	
delta-BHC	ND	R4	1	ug/kg	8.00	EPA 3546 EPA 8081A	01/05/17	01/06/17	ai	BA71026	
gamma-BHC (Lindane)	ND	R4	1	ug/kg	8.00	EPA 3546 EPA 8081A	01/05/17	01/06/17	ai	BA71026	
alpha-Chlordane	ND	R4	1	ug/kg	8.00	EPA 3546 EPA 8081A	01/05/17	01/06/17	ai	BA71026	
gamma-Chlordane	ND	R4	1	ug/kg	8.00	EPA 3546 EPA 8081A	01/05/17	01/06/17	ai	BA71026	
4,4'-DDD	ND	R4	1	ug/kg	8.00	EPA 3546 EPA 8081A	01/05/17	01/06/17	ai	BA71026	
4,4'-DDE	117	R4	1	ug/kg	16.0	EPA 3546 EPA 8081A	01/05/17	01/06/17	ai	BA71026	
4,4'-DDT	36.9	R4	1	ug/kg	16.0	EPA 3546 EPA 8081A	01/05/17	01/06/17	ai	BA71026	
Dieldrin	8.95	R4	1	ug/kg	8.00	EPA 3546 EPA 8081A	01/05/17	01/06/17	ai	BA71026	
Endosulfan I	ND	R4	1	ug/kg	16.0	EPA 3546 EPA 8081A	01/05/17	01/06/17	ai	BA71026	
Endosulfan II	ND	R4	1	ug/kg	8.00	EPA 3546 EPA 8081A	01/05/17	01/06/17	ai	BA71026	
Endosulfan sulfate	ND	R4	1	ug/kg	8.00	EPA 3546 EPA 8081A	01/05/17	01/06/17	ai	BA71026	
Endrin	13.8	R4	1	ug/kg	8.00	EPA 3546 EPA 8081A	01/05/17	01/06/17	ai	BA71026	
Technical Chlordane	ND	R4	1	ug/kg	40.0	EPA 3546 EPA 8081A	01/05/17	01/06/17	ai	BA71026	
Endrin aldehyde	ND	R4	1	ug/kg	8.00	EPA 3546 EPA 8081A	01/05/17	01/06/17	ai	BA71026	
Endrin ketone	ND	R4	1	ug/kg	24.0	EPA 3546 EPA 8081A	01/05/17	01/06/17	ai	BA71026	
Heptachlor	ND	R4	1	ug/kg	8.00	EPA 3546 EPA 8081A	01/05/17	01/06/17	ai	BA71026	
Heptachlor epoxide	ND	R4	1	ug/kg	8.00	EPA 3546 EPA 8081A	01/05/17	01/06/17	ai	BA71026	
Methoxychlor	ND	R4	1	ug/kg	40.0	EPA 3546 EPA 8081A	01/05/17	01/06/17	ai	BA71026	
Toxaphene	519	R4	1	ug/kg	120	EPA 3546 EPA 8081A	01/05/17	01/06/17	ai	BA71026	
Surrogate: 2,4,5,6 Tetrachloro-m-xylene	133 %	R4		55-126		EPA 3546 EPA 8081A	01/05/17	01/06/17	ai	BA71026	
Surrogate: Decachlorobiphenyl	144 %	R4		49-133		EPA 3546 EPA 8081A	01/05/17	01/06/17	ai	BA71026	

Sample ID:	COMP 4 @ 2' Soil	(1612108-25)	Sampled:	12/13/16 00:00	Received:	12/14/16 14:40					
Analyte	Results	Flag	D.F.	Units	PQL	Prep/Test Method	Prepared	Analyzed	By	Batch	
Aldrin	ND	R4	1	ug/kg	8.00	EPA 3546 EPA 8081A	01/05/17	01/06/17	ai	BA71026	
alpha-BHC	ND	R4	1	ug/kg	8.00	EPA 3546 EPA 8081A	01/05/17	01/06/17	ai	BA71026	
beta-BHC	ND	R4	1	ug/kg	8.00	EPA 3546 EPA 8081A	01/05/17	01/06/17	ai	BA71026	
delta-BHC	ND	R4	1	ug/kg	8.00	EPA 3546 EPA 8081A	01/05/17	01/06/17	ai	BA71026	
gamma-BHC (Lindane)	ND	R4	1	ug/kg	8.00	EPA 3546 EPA 8081A	01/05/17	01/06/17	ai	BA71026	
alpha-Chlordane	ND	R4	1	ug/kg	8.00	EPA 3546 EPA 8081A	01/05/17	01/06/17	ai	BA71026	
gamma-Chlordane	ND	R4	1	ug/kg	8.00	EPA 3546 EPA 8081A	01/05/17	01/06/17	ai	BA71026	
4,4'-DDD	12.0	R4	1	ug/kg	8.00	EPA 3546 EPA 8081A	01/05/17	01/06/17	ai	BA71026	
4,4'-DDE	147	R4	1	ug/kg	16.0	EPA 3546 EPA 8081A	01/05/17	01/06/17	ai	BA71026	
4,4'-DDT	52.1	R4	1	ug/kg	16.0	EPA 3546 EPA 8081A	01/05/17	01/06/17	ai	BA71026	
Dieldrin	10.0	R4	1	ug/kg	8.00	EPA 3546 EPA 8081A	01/05/17	01/06/17	ai	BA71026	
Endosulfan I	ND	R4	1	ug/kg	16.0	EPA 3546 EPA 8081A	01/05/17	01/06/17	ai	BA71026	
Endosulfan II	ND	R4	1	ug/kg	8.00	EPA 3546 EPA 8081A	01/05/17	01/06/17	ai	BA71026	
Endosulfan sulfate	ND	R4	1	ug/kg	8.00	EPA 3546 EPA 8081A	01/05/17	01/06/17	ai	BA71026	
Endrin	19.1	R4	1	ug/kg	8.00	EPA 3546 EPA 8081A	01/05/17	01/06/17	ai	BA71026	
Technical Chlordane	ND	R4	1	ug/kg	40.0	EPA 3546 EPA 8081A	01/05/17	01/06/17	ai	BA71026	



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Certificate of Analysis

ATC Group Services LLC [Monterey Park]
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File #:73399
 Report Date: 01/11/17
 Submitted: 12/14/16
PLS Report No.: 1612108

Attn: Mr. Greg Buchanan Phone: (323) 517-9680 FAX:(323) 517-9781

Project: Oxnard School District - 1011600538

Sample ID: COMP 4 @ 2' Soil (1612108-25) Sampled:12/13/16 00:00 Received:12/14/16 14:40											
Endrin aldehyde	ND	R4	1	ug/kg	8.00	EPA 3546	EPA 8081A	01/05/17	01/06/17	ai	BA71026
Endrin ketone	ND	R4	1	ug/kg	24.0	EPA 3546	EPA 8081A	01/05/17	01/06/17	ai	BA71026
Heptachlor	ND	R4	1	ug/kg	8.00	EPA 3546	EPA 8081A	01/05/17	01/06/17	ai	BA71026
Heptachlor epoxide	ND	R4	1	ug/kg	8.00	EPA 3546	EPA 8081A	01/05/17	01/06/17	ai	BA71026
Methoxychlor	ND	R4	1	ug/kg	40.0	EPA 3546	EPA 8081A	01/05/17	01/06/17	ai	BA71026
Toxaphene	395	R4	1	ug/kg	120	EPA 3546	EPA 8081A	01/05/17	01/06/17	ai	BA71026
<i>Surrogate: 2,4,5,6 Tetrachloro-m-xylar.</i>	<i>140 %</i>	<i>R4</i>		<i>55-126</i>		<i>EPA 3546</i>	<i>EPA 8081A</i>	<i>01/05/17</i>	<i>01/06/17</i>	<i>ai</i>	<i>BA71026</i>
<i>Surrogate: Decachlorobiphenyl</i>	<i>129 %</i>	<i>R4</i>		<i>49-133</i>		<i>EPA 3546</i>	<i>EPA 8081A</i>	<i>01/05/17</i>	<i>01/06/17</i>	<i>ai</i>	<i>BA71026</i>

Sample ID: COMP 5 @ 2' Soil (1612108-26) Sampled:12/13/16 00:00 Received:12/14/16 14:40											
Analyte	Results	Flag	D.F.	Units	PQL	Prep/Test Method		Prepared	Analyzed	By	Batch
Aldrin	ND	R4	1	ug/kg	8.00	EPA 3546	EPA 8081A	01/05/17	01/06/17	ai	BA71026
alpha-BHC	ND	R4	1	ug/kg	8.00	EPA 3546	EPA 8081A	01/05/17	01/06/17	ai	BA71026
beta-BHC	ND	R4	1	ug/kg	8.00	EPA 3546	EPA 8081A	01/05/17	01/06/17	ai	BA71026
delta-BHC	ND	R4	1	ug/kg	8.00	EPA 3546	EPA 8081A	01/05/17	01/06/17	ai	BA71026
gamma-BHC (Lindane)	ND	R4	1	ug/kg	8.00	EPA 3546	EPA 8081A	01/05/17	01/06/17	ai	BA71026
alpha-Chlordane	ND	R4	1	ug/kg	8.00	EPA 3546	EPA 8081A	01/05/17	01/06/17	ai	BA71026
gamma-Chlordane	ND	R4	1	ug/kg	8.00	EPA 3546	EPA 8081A	01/05/17	01/06/17	ai	BA71026
4,4'-DDD	27.4	R4	1	ug/kg	8.00	EPA 3546	EPA 8081A	01/05/17	01/06/17	ai	BA71026
4,4'-DDE	233	R4	1	ug/kg	16.0	EPA 3546	EPA 8081A	01/05/17	01/06/17	ai	BA71026
4,4'-DDT	105	R4	1	ug/kg	16.0	EPA 3546	EPA 8081A	01/05/17	01/06/17	ai	BA71026
Dieldrin	17.2	R4	1	ug/kg	8.00	EPA 3546	EPA 8081A	01/05/17	01/06/17	ai	BA71026
Endosulfan I	ND	R4	1	ug/kg	16.0	EPA 3546	EPA 8081A	01/05/17	01/06/17	ai	BA71026
Endosulfan II	ND	R4	1	ug/kg	8.00	EPA 3546	EPA 8081A	01/05/17	01/06/17	ai	BA71026
Endosulfan sulfate	ND	R4	1	ug/kg	8.00	EPA 3546	EPA 8081A	01/05/17	01/06/17	ai	BA71026
Endrin	41.8	R4	1	ug/kg	8.00	EPA 3546	EPA 8081A	01/05/17	01/06/17	ai	BA71026
Technical Chlordane	ND	R4	1	ug/kg	40.0	EPA 3546	EPA 8081A	01/05/17	01/06/17	ai	BA71026
Endrin aldehyde	ND	R4	1	ug/kg	8.00	EPA 3546	EPA 8081A	01/05/17	01/06/17	ai	BA71026
Endrin ketone	ND	R4	1	ug/kg	24.0	EPA 3546	EPA 8081A	01/05/17	01/06/17	ai	BA71026
Heptachlor	ND	R4	1	ug/kg	8.00	EPA 3546	EPA 8081A	01/05/17	01/06/17	ai	BA71026
Heptachlor epoxide	ND	R4	1	ug/kg	8.00	EPA 3546	EPA 8081A	01/05/17	01/06/17	ai	BA71026
Methoxychlor	ND	R4	1	ug/kg	40.0	EPA 3546	EPA 8081A	01/05/17	01/06/17	ai	BA71026
Toxaphene	731	R4	1	ug/kg	120	EPA 3546	EPA 8081A	01/05/17	01/06/17	ai	BA71026
<i>Surrogate: 2,4,5,6 Tetrachloro-m-xylar.</i>	<i>148 %</i>	<i>R4</i>		<i>55-126</i>		<i>EPA 3546</i>	<i>EPA 8081A</i>	<i>01/05/17</i>	<i>01/06/17</i>	<i>ai</i>	<i>BA71026</i>
<i>Surrogate: Decachlorobiphenyl</i>	<i>142 %</i>	<i>R4</i>		<i>49-133</i>		<i>EPA 3546</i>	<i>EPA 8081A</i>	<i>01/05/17</i>	<i>01/06/17</i>	<i>ai</i>	<i>BA71026</i>

Sample ID: COMP 6 @ 2' Soil (1612108-27) Sampled:12/13/16 00:00 Received:12/14/16 14:40											
Analyte	Results	Flag	D.F.	Units	PQL	Prep/Test Method		Prepared	Analyzed	By	Batch
Aldrin	ND	R4	1	ug/kg	8.00	EPA 3546	EPA 8081A	01/05/17	01/06/17	ai	BA71026
alpha-BHC	ND	R4	1	ug/kg	8.00	EPA 3546	EPA 8081A	01/05/17	01/06/17	ai	BA71026
beta-BHC	ND	R4	1	ug/kg	8.00	EPA 3546	EPA 8081A	01/05/17	01/06/17	ai	BA71026
delta-BHC	ND	R4	1	ug/kg	8.00	EPA 3546	EPA 8081A	01/05/17	01/06/17	ai	BA71026
gamma-BHC (Lindane)	ND	R4	1	ug/kg	8.00	EPA 3546	EPA 8081A	01/05/17	01/06/17	ai	BA71026
alpha-Chlordane	ND	R4	1	ug/kg	8.00	EPA 3546	EPA 8081A	01/05/17	01/06/17	ai	BA71026
gamma-Chlordane	ND	R4	1	ug/kg	8.00	EPA 3546	EPA 8081A	01/05/17	01/06/17	ai	BA71026
4,4'-DDD	ND	R4	1	ug/kg	8.00	EPA 3546	EPA 8081A	01/05/17	01/06/17	ai	BA71026
4,4'-DDE	60.1	R4	1	ug/kg	16.0	EPA 3546	EPA 8081A	01/05/17	01/06/17	ai	BA71026
4,4'-DDT	20.4	R4	1	ug/kg	16.0	EPA 3546	EPA 8081A	01/05/17	01/06/17	ai	BA71026
Dieldrin	ND	R4	1	ug/kg	8.00	EPA 3546	EPA 8081A	01/05/17	01/06/17	ai	BA71026



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Project: Oxnard School District - 1011600538

Sample ID:	COMP 6 @ 2' Soil	(1612108-27)	Sampled:12/13/16 00:00	Received:12/14/16 14:40							
Endosulfan I	ND	R4	1	ug/kg	16.0	EPA 3546	EPA 8081A	01/05/17	01/06/17	ai	BA71026
Endosulfan II	ND	R4	1	ug/kg	8.00	EPA 3546	EPA 8081A	01/05/17	01/06/17	ai	BA71026
Endosulfan sulfate	ND	R4	1	ug/kg	8.00	EPA 3546	EPA 8081A	01/05/17	01/06/17	ai	BA71026
Endrin	8.96	R4	1	ug/kg	8.00	EPA 3546	EPA 8081A	01/05/17	01/06/17	ai	BA71026
Technical Chlordane	ND	R4	1	ug/kg	40.0	EPA 3546	EPA 8081A	01/05/17	01/06/17	ai	BA71026
Endrin aldehyde	ND	R4	1	ug/kg	8.00	EPA 3546	EPA 8081A	01/05/17	01/06/17	ai	BA71026
Endrin ketone	ND	R4	1	ug/kg	24.0	EPA 3546	EPA 8081A	01/05/17	01/06/17	ai	BA71026
Heptachlor	ND	R4	1	ug/kg	8.00	EPA 3546	EPA 8081A	01/05/17	01/06/17	ai	BA71026
Heptachlor epoxide	ND	R4	1	ug/kg	8.00	EPA 3546	EPA 8081A	01/05/17	01/06/17	ai	BA71026
Methoxychlor	ND	R4	1	ug/kg	40.0	EPA 3546	EPA 8081A	01/05/17	01/06/17	ai	BA71026
Toxaphene	218	R4	1	ug/kg	120	EPA 3546	EPA 8081A	01/05/17	01/06/17	ai	BA71026
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<i>Surrogate: 2,4,5,6 Tetrachloro-m-xylar.</i>		149 %	R4		55-126	EPA 3546	EPA 8081A	01/05/17	01/06/17	ai	BA71026
<i>Surrogate: Decachlorobiphenyl</i>		143 %	R4		49-133	EPA 3546	EPA 8081A	01/05/17	01/06/17	ai	BA71026

Sample ID:	COMP 7 @ 2' Soil	(1612108-28)	Sampled:12/13/16 00:00	Received:12/14/16 14:40							
Analyte	Results	Flag	D.F.	Units	PQL	Prep/Test Method	Prepared	Analyzed	By	Batch	
Aldrin	ND	R4	1	ug/kg	8.00	EPA 3546 EPA 8081A	01/05/17	01/06/17	ai	BA71026	
alpha-BHC	ND	R4	1	ug/kg	8.00	EPA 3546 EPA 8081A	01/05/17	01/06/17	ai	BA71026	
beta-BHC	ND	R4	1	ug/kg	8.00	EPA 3546 EPA 8081A	01/05/17	01/06/17	ai	BA71026	
delta-BHC	ND	R4	1	ug/kg	8.00	EPA 3546 EPA 8081A	01/05/17	01/06/17	ai	BA71026	
gamma-BHC (Lindane)	ND	R4	1	ug/kg	8.00	EPA 3546 EPA 8081A	01/05/17	01/06/17	ai	BA71026	
alpha-Chlordane	ND	R4	1	ug/kg	8.00	EPA 3546 EPA 8081A	01/05/17	01/06/17	ai	BA71026	
gamma-Chlordane	ND	R4	1	ug/kg	8.00	EPA 3546 EPA 8081A	01/05/17	01/06/17	ai	BA71026	
4,4'-DDD	ND	R4	1	ug/kg	8.00	EPA 3546 EPA 8081A	01/05/17	01/06/17	ai	BA71026	
4,4'-DDE	81.3	R4	1	ug/kg	16.0	EPA 3546 EPA 8081A	01/05/17	01/06/17	ai	BA71026	
4,4'-DDT	23.7	R4	1	ug/kg	16.0	EPA 3546 EPA 8081A	01/05/17	01/06/17	ai	BA71026	
Dieldrin	ND	R4	1	ug/kg	8.00	EPA 3546 EPA 8081A	01/05/17	01/06/17	ai	BA71026	
Endosulfan I	ND	R4	1	ug/kg	16.0	EPA 3546 EPA 8081A	01/05/17	01/06/17	ai	BA71026	
Endosulfan II	ND	R4	1	ug/kg	8.00	EPA 3546 EPA 8081A	01/05/17	01/06/17	ai	BA71026	
Endosulfan sulfate	ND	R4	1	ug/kg	8.00	EPA 3546 EPA 8081A	01/05/17	01/06/17	ai	BA71026	
Endrin	11.3	R4	1	ug/kg	8.00	EPA 3546 EPA 8081A	01/05/17	01/06/17	ai	BA71026	
Technical Chlordane	ND	R4	1	ug/kg	40.0	EPA 3546 EPA 8081A	01/05/17	01/06/17	ai	BA71026	
Endrin aldehyde	ND	R4	1	ug/kg	8.00	EPA 3546 EPA 8081A	01/05/17	01/06/17	ai	BA71026	
Endrin ketone	ND	R4	1	ug/kg	24.0	EPA 3546 EPA 8081A	01/05/17	01/06/17	ai	BA71026	
Heptachlor	ND	R4	1	ug/kg	8.00	EPA 3546 EPA 8081A	01/05/17	01/06/17	ai	BA71026	
Heptachlor epoxide	ND	R4	1	ug/kg	8.00	EPA 3546 EPA 8081A	01/05/17	01/06/17	ai	BA71026	
Methoxychlor	231	R4	1	ug/kg	40.0	EPA 3546 EPA 8081A	01/05/17	01/06/17	ai	BA71026	
Toxaphene	ND	R4	1	ug/kg	120	EPA 3546 EPA 8081A	01/05/17	01/06/17	ai	BA71026	
<hr/>											
<i>Surrogate: 2,4,5,6 Tetrachloro-m-xylar.</i>		141 %	R4		55-126	EPA 3546 EPA 8081A	01/05/17	01/06/17	ai	BA71026	
<i>Surrogate: Decachlorobiphenyl</i>		126 %	R4		49-133	EPA 3546 EPA 8081A	01/05/17	01/06/17	ai	BA71026	

Sample ID:	COMP 8 @ 2' Soil	(1612108-29)	Sampled:12/13/16 00:00	Received:12/14/16 14:40							
Analyte	Results	Flag	D.F.	Units	PQL	Prep/Test Method	Prepared	Analyzed	By	Batch	
Aldrin	ND	R4	1	ug/kg	8.00	EPA 3546 EPA 8081A	01/05/17	01/06/17	ai	BA71026	
alpha-BHC	ND	R4	1	ug/kg	8.00	EPA 3546 EPA 8081A	01/05/17	01/06/17	ai	BA71026	
beta-BHC	ND	R4	1	ug/kg	8.00	EPA 3546 EPA 8081A	01/05/17	01/06/17	ai	BA71026	
delta-BHC	ND	R4	1	ug/kg	8.00	EPA 3546 EPA 8081A	01/05/17	01/06/17	ai	BA71026	
gamma-BHC (Lindane)	ND	R4	1	ug/kg	8.00	EPA 3546 EPA 8081A	01/05/17	01/06/17	ai	BA71026	
alpha-Chlordane	ND	R4	1	ug/kg	8.00	EPA 3546 EPA 8081A	01/05/17	01/06/17	ai	BA71026	



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Project: Oxnard School District - 1011600538

Sample ID:	COMP 8 @ 2' Soil	(1612108-29)	Sampled:12/13/16 00:00			Received:12/14/16 14:40					
gamma-Chlordane	ND	R4	1	ug/kg	8.00	EPA 3546	EPA 8081A	01/05/17	01/06/17	ai	BA71026
4,4'-DDD	ND	R4	1	ug/kg	8.00	EPA 3546	EPA 8081A	01/05/17	01/06/17	ai	BA71026
4,4'-DDE	69.7	R4	1	ug/kg	16.0	EPA 3546	EPA 8081A	01/05/17	01/06/17	ai	BA71026
4,4'-DDT	21.4	R4	1	ug/kg	16.0	EPA 3546	EPA 8081A	01/05/17	01/06/17	ai	BA71026
Dieldrin	ND	R4	1	ug/kg	8.00	EPA 3546	EPA 8081A	01/05/17	01/06/17	ai	BA71026
Endosulfan I	ND	R4	1	ug/kg	16.0	EPA 3546	EPA 8081A	01/05/17	01/06/17	ai	BA71026
Endosulfan II	ND	R4	1	ug/kg	8.00	EPA 3546	EPA 8081A	01/05/17	01/06/17	ai	BA71026
Endosulfan sulfate	ND	R4	1	ug/kg	8.00	EPA 3546	EPA 8081A	01/05/17	01/06/17	ai	BA71026
Endrin	10.5	R4	1	ug/kg	8.00	EPA 3546	EPA 8081A	01/05/17	01/06/17	ai	BA71026
Technical Chlordane	ND	R4	1	ug/kg	40.0	EPA 3546	EPA 8081A	01/05/17	01/06/17	ai	BA71026
Endrin aldehyde	ND	R4	1	ug/kg	8.00	EPA 3546	EPA 8081A	01/05/17	01/06/17	ai	BA71026
Endrin ketone	ND	R4	1	ug/kg	24.0	EPA 3546	EPA 8081A	01/05/17	01/06/17	ai	BA71026
Heptachlor	ND	R4	1	ug/kg	8.00	EPA 3546	EPA 8081A	01/05/17	01/06/17	ai	BA71026
Heptachlor epoxide	ND	R4	1	ug/kg	8.00	EPA 3546	EPA 8081A	01/05/17	01/06/17	ai	BA71026
Methoxychlor	ND	R4	1	ug/kg	40.0	EPA 3546	EPA 8081A	01/05/17	01/06/17	ai	BA71026
Toxaphene	252	R4	1	ug/kg	120	EPA 3546	EPA 8081A	01/05/17	01/06/17	ai	BA71026
<i>Surrogate: 2,4,5,6 Tetrachloro-m-xylol. 153 % R4 55-126 EPA 3546 EPA 8081A 01/05/17 01/06/17 ai BA71026</i>											
<i>Surrogate: Decachlorobiphenyl 146 % R4 49-133 EPA 3546 EPA 8081A 01/05/17 01/06/17 ai BA71026</i>											

Sample ID:	COMP 9 @ 2' Soil	(1612108-30)	Sampled:12/13/16 00:00			Received:12/14/16 14:40					
Analyte	Results	Flag	D.F.	Units	PQL	Prep/Test Method		Prepared	Analyzed	By	Batch
Aldrin	ND	R4	1	ug/kg	8.00	EPA 3546	EPA 8081A	01/05/17	01/06/17	ai	BA71026
alpha-BHC	ND	R4	1	ug/kg	8.00	EPA 3546	EPA 8081A	01/05/17	01/06/17	ai	BA71026
beta-BHC	ND	R4	1	ug/kg	8.00	EPA 3546	EPA 8081A	01/05/17	01/06/17	ai	BA71026
delta-BHC	ND	R4	1	ug/kg	8.00	EPA 3546	EPA 8081A	01/05/17	01/06/17	ai	BA71026
gamma-BHC (Lindane)	ND	R4	1	ug/kg	8.00	EPA 3546	EPA 8081A	01/05/17	01/06/17	ai	BA71026
alpha-Chlordane	ND	R4	1	ug/kg	8.00	EPA 3546	EPA 8081A	01/05/17	01/06/17	ai	BA71026
gamma-Chlordane	ND	R4	1	ug/kg	8.00	EPA 3546	EPA 8081A	01/05/17	01/06/17	ai	BA71026
4,4'-DDD	ND	R4	1	ug/kg	8.00	EPA 3546	EPA 8081A	01/05/17	01/06/17	ai	BA71026
4,4'-DDE	81.5	R4	1	ug/kg	16.0	EPA 3546	EPA 8081A	01/05/17	01/06/17	ai	BA71026
4,4'-DDT	25.1	R4	1	ug/kg	16.0	EPA 3546	EPA 8081A	01/05/17	01/06/17	ai	BA71026
Dieldrin	ND	R4	1	ug/kg	8.00	EPA 3546	EPA 8081A	01/05/17	01/06/17	ai	BA71026
Endosulfan I	ND	R4	1	ug/kg	16.0	EPA 3546	EPA 8081A	01/05/17	01/06/17	ai	BA71026
Endosulfan II	ND	R4	1	ug/kg	8.00	EPA 3546	EPA 8081A	01/05/17	01/06/17	ai	BA71026
Endosulfan sulfate	ND	R4	1	ug/kg	8.00	EPA 3546	EPA 8081A	01/05/17	01/06/17	ai	BA71026
Endrin	12.2	R4	1	ug/kg	8.00	EPA 3546	EPA 8081A	01/05/17	01/06/17	ai	BA71026
Technical Chlordane	ND	R4	1	ug/kg	40.0	EPA 3546	EPA 8081A	01/05/17	01/06/17	ai	BA71026
Endrin aldehyde	ND	R4	1	ug/kg	8.00	EPA 3546	EPA 8081A	01/05/17	01/06/17	ai	BA71026
Endrin ketone	ND	R4	1	ug/kg	24.0	EPA 3546	EPA 8081A	01/05/17	01/06/17	ai	BA71026
Heptachlor	ND	R4	1	ug/kg	8.00	EPA 3546	EPA 8081A	01/05/17	01/06/17	ai	BA71026
Heptachlor epoxide	ND	R4	1	ug/kg	8.00	EPA 3546	EPA 8081A	01/05/17	01/06/17	ai	BA71026
Methoxychlor	ND	R4	1	ug/kg	40.0	EPA 3546	EPA 8081A	01/05/17	01/06/17	ai	BA71026
Toxaphene	226	R4	1	ug/kg	120	EPA 3546	EPA 8081A	01/05/17	01/06/17	ai	BA71026
<i>Surrogate: 2,4,5,6 Tetrachloro-m-xylol. 141 % R4 55-126 EPA 3546 EPA 8081A 01/05/17 01/06/17 ai BA71026</i>											
<i>Surrogate: Decachlorobiphenyl 130 % R4 49-133 EPA 3546 EPA 8081A 01/05/17 01/06/17 ai BA71026</i>											



781 East Washington Blvd., Los Angeles, CA 90021
 [213] 745-5312 FAX [213] 745-6372

Certificate of Analysis

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ATC Group Services LLC [Monterey Park]
 25 Cupania Circle
 Monterey Park, CA 91755

File #:73399
 Report Date: 01/11/17
 Submitted: 12/14/16
PLS Report No.: 1612108

Attn: Mr. Greg Buchanan Phone: (323) 517-9680 FAX:(323) 517-9781

Project: Oxnard School District - 1011600538

Quality Control Data

Analyte	Result	PQL	Units	Spike Level	Source Result	%REC	%REC Limits	RPD	RPD Limit	Qualifier
Batch BA71026 - EPA 3546										
Blank Prepared: 01/05/17 Analyzed: 01/06/17										
Aldrin	ND	2.00	ug/kg							
alpha-BHC	ND	2.00	ug/kg							
beta-BHC	ND	2.00	ug/kg							
delta-BHC	ND	2.00	ug/kg							
gamma-BHC (Lindane)	ND	2.00	ug/kg							
alpha-Chlordane	ND	2.00	ug/kg							
gamma-Chlordane	ND	2.00	ug/kg							
4,4'-DDD	ND	2.00	ug/kg							
4,4'-DDE	ND	4.00	ug/kg							
4,4'-DDT	ND	4.00	ug/kg							
Dieldrin	ND	2.00	ug/kg							
Endosulfan I	ND	4.00	ug/kg							
Endosulfan II	ND	2.00	ug/kg							
Endosulfan sulfate	ND	2.00	ug/kg							
Endrin	ND	2.00	ug/kg							
Technical Chlordane	ND	10.0	ug/kg							
Endrin aldehyde	ND	2.00	ug/kg							
Endrin ketone	ND	6.00	ug/kg							
Heptachlor	ND	2.00	ug/kg							
Heptachlor epoxide	ND	2.00	ug/kg							
Methoxychlor	ND	10.0	ug/kg							
Toxaphene	ND	30.0	ug/kg							
Surrogate: 2,4,5,6 Tetrachloro-m-xylene	7.31		ug/kg	6.667		110	55-126			
Surrogate: Decachlorobiphenyl	7.81		ug/kg	6.667		117	49-133			
LCS Prepared: 01/05/17 Analyzed: 01/06/17										
Aldrin	12.2	2.00	ug/kg	13.33		91.3	56-130			
gamma-BHC (Lindane)	11.3	2.00	ug/kg	13.33		84.6	56-133			
4,4'-DDT	11.9	4.00	ug/kg	13.33		89.0	56-133			
Dieldrin	12.7	2.00	ug/kg	13.33		95.6	62-119			
Endrin	14.2	2.00	ug/kg	13.33		107	59-127			
Heptachlor	12.5	2.00	ug/kg	13.33		93.7	55-110			
Surrogate: 2,4,5,6 Tetrachloro-m-xylene	6.88		ug/kg	6.667		103	54-108			
Surrogate: Decachlorobiphenyl	7.90		ug/kg	6.667		119	54-127			
Matrix Spike Source: 1612108-27 Prepared: 01/05/17 Analyzed: 01/06/17										
Aldrin	14.0	8.00	ug/kg	13.33	ND	105	39-124			R4
gamma-BHC (Lindane)	12.7	8.00	ug/kg	13.33	ND	95.2	44-120			R4
4,4'-DDT	46.8	16.0	ug/kg	33.33	20.4	79.1	48-150			R4
Dieldrin	40.5	8.00	ug/kg	33.33	3.93	110	48-144			R4
Endrin	44.1	8.00	ug/kg	33.33	8.96	106	54-149			R4



781 East Washington Blvd., Los Angeles, CA 90021
 (213) 745-5312 FAX (213) 745-6372

Certificate of Analysis

Page 8 of 8

ATC Group Services LLC [Monterey Park]
 25 Cupania Circle
 Monterey Park, CA 91755

File #:73399
 Report Date: 01/11/17
 Submitted: 12/14/16
PLS Report No.: 1612108

Attn: Mr. Greg Buchanan Phone: (323) 517-9680 FAX:(323) 517-9781

Project: Oxnard School District - 1011600538

Quality Control Data

Analyte	Result	PQL	Units	Spike Level	Source Result	%REC	%REC Limits	RPD	RPD Limit	Qualifier
Batch BA71026 - EPA 3546										
Heptachlor	11.7	8.00	ug/kg	13.33	ND	87.9	46-135			R4
Surrogate: 2,4,5,6 Tetrachloro-m-xylene	8.87		ug/kg	6.667		133	57-126			R4
Surrogate: Decachlorobiphenyl	7.26		ug/kg	6.667		109	43-136			R4
Matrix Spike Dup Source: 1612108-27 Prepared: 01/05/17 Analyzed: 01/06/17										
Aldrin	15.5	8.00	ug/kg	13.33	ND	116	39-124	9.68	30	R4
gamma-BHC (Lindane)	13.4	8.00	ug/kg	13.33	ND	101	44-120	5.65	30	R4
4,4'-DDT	50.6	16.0	ug/kg	33.33	20.4	90.6	48-150	13.5	30	R4
Dieldrin	41.9	8.00	ug/kg	33.33	3.93	114	48-144	3.56	30	R4
Endrin	46.6	8.00	ug/kg	33.33	8.96	113	54-149	6.76	30	R4
Heptachlor	12.7	8.00	ug/kg	13.33	ND	95.6	46-135	8.43	30	R4
Surrogate: 2,4,5,6 Tetrachloro-m-xylene	9.50		ug/kg	6.667		143	57-126			R4
Surrogate: Decachlorobiphenyl	9.10		ug/kg	6.667		137	43-136			R4

Notes and Definitions

- R4 Analysis requested past Holding Time.
- NA Not Applicable
- ND Analyte NOT DETECTED at or above the detection limit
- NR Not Reported
- MDL Method Detection Limit
- PQL Practical Quantitation Limit

Environmental Laboratory Accreditation Program Certificate No. 1131, Mobile Lab No. 2534, LACSD No. 10138

Authorized Signature(s)



CHAIN OF CUSTODY AND ANALYSIS REQUEST

781 East Washington Blvd., Los Angeles, CA 90021
 (213) 745-5312 FAX (213) 745-6372

DATE: 12/13/16 PAGE: 1 OF 10
 FILE NO.: _____ LAB NO.: 10/2108

CLIENT NAME: Oxnard School District PROJECT NAME/NO. 1011600538 P.O.NO. _____ AIRBILL NO: _____
 ADDRESS: 25 Cupania Circle, Monterey Park ANALYSES REQUESTED _____
 COOLER TEMP: 1.3°C

PROJECT MANAGER: Greg Buchanan PHONE NO: 323-517-9780 FAX NO: 323.517.9781
 ←-PRESERVATION *

SAMPLER NAME: _____ SIGNATURE: _____
 TAT (Turn-Around-Time): 0=Same Day; 1=24 Hour; 2=48Hour; (ETC.) N=Normal
 CONTAINER TYPES: B=Brass; E=Encore/Easy Draw; P=Plastic; G=Glass; V=VOA Vial; O=Other
 REMARKS: _____

SAMPLE ID	DATE SAMPLED	TIME SAMPLED	SAMPLE DESCRIPTION	MATRIX				TAT	CONTAINER		Arsenic by EPA 6010B	OCPS by EPA 8081A							SAMPLE CONDITIONS/ CONTAINER/COMMENTS
				WATER	SOIL	SLUDGE	OTHER		#	TYPE									
	<u>12/13/16</u>		Comp 1 @ 0.5'		X			N		G		X							LAB TO COMPOSITE
			Comp 1 @ 2'		X			N		G		X							LAB TO COMPOSITE HOLD <u>Diff HOLD 12/29 via email</u>
		<u>739</u>	SB-1 @ 0.5'		X			N	1	G									HOLD
		<u>741</u>	SB-1 @ 2'		X			N	1	G									HOLD
		<u>744</u>	SB-2 @ 0.5'		X			N	1	G									HOLD
		<u>846</u>	SB-2 @ 2'		X			N	1	G									HOLD
		<u>846</u>	SB-3 @ 0.5'		X			N	2	G	X								HOLD
		<u>851</u>	SB-3 @ 2'		X			N	1	G									HOLD
		<u>855</u>	SB-4 @ 0.5'		X			N	1	G									
		<u>857</u>	SB-4 @ 2'		X			N	1	G									HOLD

Relinquished by (Signature & Name): <u>[Signature]</u>	Received by (Signature & Name): <u>[Signature]</u>	Date: <u>12/14/16</u>	Time: <u>2:40</u>	SAMPLE DISPOSITION 1. Samples returned to client? Yes No 2. Samples will not be stored over 30 days, unless additional storage time is requested 3. Storage time requested: _____ days, By: _____ Date: _____
Relinquished by (Signature & Name): <u>[Signature]</u>	Received by (Signature & Name): <u>[Signature]</u>	Date: <u>12/14/16</u>	Time: <u>3:10</u>	
Relinquished by (Signature & Name): <u>[Signature]</u>	Received by (Signature & Name): <u>[Signature]</u>	Date: _____	Time: _____	

SPECIAL INSTRUCTION: _____

* PRESERVATION: 1-HNO₃, 2-H₂SO₄, 3-HCL, 4-Zinc Acetate, 5-NaOH, 6-NH₄ Buffer, 7-Other



CHAIN OF CUSTODY AND ANALYSIS REQUEST

781 East Washington Blvd., Los Angeles, CA 90021
 (213) 745-5312 FAX (213) 745-6372

DATE: _____ PAGE: 1 OF 16
 FILE NO.: _____ LAB NO.: 1012108

CLIENT NAME: Oxnard School District PROJECT NAME/NO. 1011600538 P.O.NO. _____ AIRBILL NO: _____
 ADDRESS: 25 Cupania Circle, Monterey Park ANALYSES REQUESTED _____ COOLER TEMP: 1.3°C

PROJECT MANAGER: Greg Buchanan PHONE NO: 323-517-9780 FAX NO: 323.517.9781 ← PRESERVATION *

SAMPLER NAME: _____ SIGNATURE: _____
 TAT (Turn-Around-Time): 0=Same Day; 1=24 Hour; 2=48Hour; (ETC.) N=Normal
 CONTAINER TYPES: B=Brass; E=Encore/Easy Draw; P=Plastic; G=Glass; V=VOA Vial; O=Other
 UST PROJECT: Y N GLOBAL ID#: -----

SAMPLE ID	DATE SAMPLED	TIME SAMPLED	SAMPLE DESCRIPTION	MATRIX				TAT	CONTAINER		Arsenic by EPA 6010B	OCPs by EPA 8081A							SAMPLE CONDITIONS/ CONTAINER/COMMENTS
				WATER	SOIL	SLUDGE	OTHER		#	TYPE									
	<u>12/13/16</u>		Comp 2 @ 0.5'		X			N		G		X							LAB TO COMPOSITE
			Comp 2 @ 2'		X			N		G		X							LAB TO COMPOSITE HOLD <u>@ diff field 12/15 via e-mail</u>
		<u>748</u>	SB-5 @ 0.5'		X			N	1	G									
		<u>751</u>	SB-5 @ 2'		X			N	1	G									HOLD
		<u>756</u>	SB-6 @ 0.5'		X			N	2	G	X								
		<u>860</u>	SB-6 @ 2'		X			N	1	G									HOLD
		<u>903</u>	SB-7 @ 0.5'		X			N	1	G									
		<u>905</u>	SB-7 @ 2'		X			N	1	G									HOLD
		<u>910</u>	SB-8 @ 0.5'		X			N	1	G									
		<u>912</u>	SB-8 @ 2'		X			N	1	G									HOLD

Relinquished by (Signature & Name): 	Received by (Signature & Name): 	Date: <u>12/14/16</u>	Time: <u>2:40</u>	SAMPLE DISPOSITION 1. Samples returned to client? Yes No 2. Samples will not be stored over 30 days, unless additional storage time is requested 3. Storage time requested: _____ days, By: _____ Date: _____
Relinquished by (Signature & Name): 	Received by (Signature & Name): 	Date: <u>12/14/16</u>	Time: <u>3:10</u>	
Relinquished by (Signature & Name):	Received by (Signature & Name):	Date:	Time:	

SPECIAL INSTRUCTION:
 * PRESERVATION: 1-HNO₃, 2-H₂SO₄, 3-HCL, 4-Zinc Acetate, 5-NaOH, 6-NH₄ Buffer, 7-Other



CHAIN OF CUSTODY AND ANALYSIS REQUEST

781 East Washington Blvd., Los Angeles, CA 90021
 (213) 745-5312 FAX (213) 745-6372

DATE: 12/13/16 PAGE: 4 OF 10
 FILE NO.: _____ LAB NO.: 1012108

CLIENT NAME: Oxnard School District PROJECT NAME/NO. 1011600537 P.O.NO. _____ AIRBILL NO: _____

ADDRESS: 25 Cupania Circle, Monterey Park ANALYSES REQUESTED _____ COOLER TEMP: 1.3°C

PROJECT MANAGER: Greg Buchanan PHONE NO: 323-517-9780 FAX NO: 323.517.9781 <---PRESERVATION * _____

SAMPLER NAME: _____ SIGNATURE: _____ REMARKS: _____

TAT (Turn-Around-Time): 0=Same Day; 1=24 Hour; 2=48Hour; (ETC.) N=Normal

CONTAINER TYPES: B=Brass; E=Encore/Easy Draw; P=Plastic; G=Glass; V=VOA Vial; O=Other

UST PROJECT: Y N GLOBAL ID#: -----

SAMPLE ID	DATE SAMPLED	TIME SAMPLED	SAMPLE DESCRIPTION	MATRIX				TAT	CONTAINER		Arsenic by EPA 6010B	OCs by EPA 8081A							SAMPLE CONDITIONS/ CONTAINER/COMMENTS
				WATER	SOIL	SLUDGE	OTHER		#	TYPE									
	<u>12/13/16</u>		Comp 4 @ 0.5'		X			N		G		X							LAB TO COMPOSITE
			Comp 4 @ 2'		X			N		G		X							LAB TO COMPOSITE HOLD <u>OK HOLD 12/29 via e-mail</u>
		<u>958</u>	SB-13 @ 0.5'		X			N	1	G									
		<u>1061</u>	SB-13 @ 2'		X			N	1	G									HOLD
		<u>1003</u>	SB-14 @ 0.5'		X			N	2	G	X								
		<u>1003</u>	SB-14 @ 0.5' DUP		X			N	1	G	X								
		<u>1006</u>	SB-14 @ 2'		X			N	1	G									HOLD
		<u>1127</u>	SB-15 @ 0.5'		X			N	1	G									
		<u>1129</u>	SB-15 @ 2'		X			N	1	G									HOLD
		<u>1122</u>	SB-16 @ 0.5'		X			N	1	G									
		<u>1124</u>	SB-16 @ 2'		X			N	1	G									HOLD

Relinquished by (Signature & Name):	Received by (Signature & Name):	Date:	Time:	SAMPLE DISPOSITION
		<u>12/14/16</u>	<u>2:40</u>	1. Samples returned to client? Yes No
		<u>12/14/16</u>	<u>3:10</u>	2. Samples will not be stored over 30 days, unless additional storage time is requested
Relinquished by (Signature & Name):	Received by (Signature & Name):	Date:	Time:	3. Storage time requested: _____ days,
				By: _____ Date: _____

SPECIAL INSTRUCTION: _____

* PRESERVATION: 1-HNO₃, 2-H₂SO₄, 3-HCL, 4-Zinc Acetate, 5-NaOH, 6-NH₄ Buffer, 7-Other



CHAIN OF CUSTODY AND ANALYSIS REQUEST

781 East Washington Blvd., Los Angeles, CA 90021
 (213) 745-5312 FAX (213) 745-6372

DATE: 12/13/04 PAGE: 5 OF 10
 FILE NO.: LAB NO.: 1012/08

CLIENT NAME: Oxnard School District PROJECT NAME/NO. 1011600537 P.O.NO. _____ AIRBILL NO: _____
 ADDRESS: 25 Cupania Circle, Monterey Park ANALYSES REQUESTED _____ COOLER TEMP: 1.3 °C

PROJECT MANAGER: Greg Buchanan PHONE NO: 323-517-9780 FAX NO: 323.517.9781 <---PRESERVATION *
 SAMPLER NAME: _____ SIGNATURE: _____ REMARKS: _____

TAT (Turn-Around-Time): 0=Same Day; 1=24 Hour; 2=48Hour; (ETC.) N=Normal
 CONTAINER TYPES: B=Brass; E=Encore/Easy Draw; P=Plastic; G=Glass; V=VOA Vial; O=Other
 UST PROJECT: Y N GLOBAL ID#: _____

SAMPLE ID	DATE SAMPLED	TIME SAMPLED	SAMPLE DESCRIPTION	MATRIX				TAT	CONTAINER		Arsenic by EPA 6010B	OCPS by EPA 8081A						SAMPLE CONDITIONS/ CONTAINER/COMMENTS
				WATER	SOIL	SLUDGE	OTHER		#	TYPE								
	<u>12/13/04</u>		Comp 5 @ 0.5'		X			N		G		X						LAB TO COMPOSITE
			Comp 5 @ 2'		X			N		G		X						LAB TO COMPOSITE HOLD <u>5.000 HOLD 12/29 V142-Mul</u>
		<u>1010</u>	SB-17 @ 0.5'		X			N	1	G								HOLD
		<u>1012</u>	SB-17 @ 2'		X			N	1	G								HOLD
		<u>1015</u>	SB-18 @ 0.5'		X			N	1	G								HOLD
		<u>1017</u>	SB-18 @ 2'		X			N	1	G								HOLD
		<u>1116</u>	SB-19 @ 0.5'		X			N	1	G								HOLD
		<u>1118</u>	SB-19 @ 2'		X			N	1	G								HOLD
		<u>1110</u>	SB-20 @ 0.5'		X			N	2	G	X							
		<u>1113</u>	SB-20 @ 2'		X			N	1	G								HOLD

Relinquished by (Signature & Name): 	Received by (Signature & Name): 	Date: <u>12/14/04</u>	Time: <u>2:40</u>	SAMPLE DISPOSITION 1. Samples returned to client? Yes No 2. Samples will not be stored over 30 days, unless additional storage time is requested 3. Storage time requested: _____ days, By: _____ Date: _____
Relinquished by (Signature & Name): 	Received by (Signature & Name): 	Date: <u>12/14/04</u>	Time: <u>3:10</u>	
Relinquished by (Signature & Name):	Received by (Signature & Name):	Date:	Time:	

SPECIAL INSTRUCTION:
 * PRESERVATION: 1-HNO₃, 2-H₂SO₄, 3-HCL, 4-Zinc Acetate, 5-NaOH, 6-NH₄ Buffer, 7-Other



CHAIN OF CUSTODY AND ANALYSIS REQUEST

781 East Washington Blvd., Los Angeles, CA 90021
 (213) 745-5312 FAX (213) 745-6372

DATE: 12/14/16 PAGE: 2 OF 10
 FILE NO.: LAB NO.: 16/2/08

CLIENT NAME: Oxnard School District PROJECT NAME/NO. 1011600537 P.O.NO. AIRBILL NO:

ADDRESS: 25 Cupania Circle, Monterey Park ANALYSES REQUESTED COOLER TEMP: 1.6°C

PROJECT MANAGER: Greg Buchanan PHONE NO: 323-517-9780 FAX NO: 323.517.9781 ←PRESERVATION *

SAMPLER NAME: SIGNATURE: REMARKS:

TAT (Turn-Around-Time): 0=Same Day; 1=24 Hour; 2=48Hour; (ETC.) N=Normal

CONTAINER TYPES: B=Brass; E=Encore/Easy Draw; P=Plastic; G=Glass; V=VOA Vial; O=Other

UST PROJECT: Y N GLOBAL ID#: -----

SAMPLE ID	DATE SAMPLED	TIME SAMPLED	SAMPLE DESCRIPTION	MATRIX				TAT	CONTAINER		Arsenic by EPA 6010B	OCs by EPA 8081A							SAMPLE CONDITIONS/ CONTAINER/COMMENTS
				WATER	SOIL	SLUDGE	OTHER		#	TYPE									
	<u>12/13/16</u>		Comp 6 @ 0.5'		X			N		G		X							LAB TO COMPOSITE
			Comp 6 @ 2'		X			N		G		X							LAB TO COMPOSITE HOLD <u>8:00 AM HOLD 12/20 via e-mail</u>
			Comp 6 @ 0.5' DUP		X			N	1	G		X							LAB TO COMPOSITE
		<u>1020</u>	SB-21 @ 0.5'		X			N	2	G									
		<u>1022</u>	SB-21 @ 2'		X			N	1	G									HOLD
		<u>1027</u>	SB-22 @ 0.5'		X			N	2	G									
		<u>1029</u>	SB-22 @ 2'		X			N	1	G									HOLD
		<u>1104</u>	SB-23 @ 0.5'		X			N	2	G									
		<u>1106</u>	SB-23 @ 2'		X			N	1	G									HOLD
		<u>1059</u>	SB-24 @ 0.5'		X			N	3	G	X								
		<u>1101</u>	SB-24 @ 2'		X			N	1	G									HOLD

Relinquished by (Signature & Name): 	Received by (Signature & Name): 	Date: <u>12/14/16</u>	Time: <u>2:40</u>	SAMPLE DISPOSITION 1. Samples returned to client? Yes No 2. Samples will not be stored over 30 days, unless additional storage time is requested 3. Storage time requested: _____ days, By: _____ Date: _____
Relinquished by (Signature & Name): 	Received by (Signature & Name): <u>Lupe Gutierrez</u>	Date: <u>12/14/16</u>	Time: <u>3:00</u>	
Relinquished by (Signature & Name):	Received by (Signature & Name):	Date:	Time:	

SPECIAL INSTRUCTION:

* PRESERVATION: 1-HNO₃, 2-H₂SO₄, 3-HCL, 4-Zinc Acetate, 5-NaOH, 6-NH₄ Buffer, 7-Other



CHAIN OF CUSTODY AND ANALYSIS REQUEST

781 East Washington Blvd., Los Angeles, CA 90021
 (213) 745-5312 FAX (213) 745-6372

DATE: 12/15/16 PAGE: 7 OF 10
 FILE NO.: LAB NO.: 1612108

CLIENT NAME: **Oxnard School District** PROJECT NAME/NO. **1011600538** P.O.NO. AIRBILL NO:
 ADDRESS: **25 Cupania Circle, Monterey Park** ANALYSES REQUESTED COOLER TEMP: 1.6°C

PROJECT MANAGER: **Greg Buchanan** PHONE NO: **323-517-9780** FAX NO: **323.517.9781** <---PRESERVATION *

SAMPLER NAME: SIGNATURE: REMARKS:
 TAT (Turn-Around-Time): 0=Same Day; 1=24 Hour; 2=48Hour; (ETC.) N=Normal
 CONTAINER TYPES: B=Brass; E=Encore/Easy Draw; P=Plastic; G=Glass; V=VOA Vial; O=Other
 UST PROJECT: **Y N** GLOBAL ID#: -----

SAMPLE ID	DATE SAMPLED	TIME SAMPLED	SAMPLE DESCRIPTION	MATRIX				TAT	CONTAINER		Arsenic by EPA 6010B	OCPs by EPA 8081A							SAMPLE CONDITIONS/ CONTAINER/COMMENTS
				WATER	SOIL	SLUDGE	OTHER		#	TYPE									
	<u>12/15/16</u>		Comp 7 @ 0.5'		X			N		G		X							LAB TO COMPOSITE
			Comp 7 @ 2'		X			N		G		X							LAB TO COMPOSITE HOLD KID OFF HOLD 12/29 via e-mail
		<u>1523</u>	SB-25 @ 0.5'		X			N	1	G									HOLD
		<u>1325</u>	SB-25 @ 2'		X			N	1	G									HOLD
		<u>1318</u>	SB-26 @ 0.5'		X			N	2	G	X								
		<u>1320</u>	SB-26 @ 2'		X			N	1	G									HOLD
		<u>1336</u>	SB-27 @ 0.5'		X			N	1	G									
		<u>1338</u>	SB-27 @ 2'		X			N	1	G									HOLD
		<u>1341</u>	SB-28 @ 0.5'		X			N	1	G									
		<u>1343</u>	SB-28 @ 2'		X			N	1	G									HOLD

Relinquished by (Signature & Name): 	Received by (Signature & Name): 	Date: <u>12/14/16</u>	Time: <u>2:40</u>	SAMPLE DISPOSITION 1. Samples returned to client? Yes No 2. Samples will not be stored over 30 days, unless additional storage time is requested 3. Storage time requested: _____ days, By: _____ Date: _____
Relinquished by (Signature & Name): 	Received by (Signature & Name): 	Date: <u>12/14/16</u>	Time: <u>3:10</u>	
Relinquished by (Signature & Name):	Received by (Signature & Name):	Date:	Time:	

SPECIAL INSTRUCTION:
 * PRESERVATION: 1-HNO₃, 2-H₂SO₄, 3-HCL, 4-Zinc Acetate, 5-NaOH, 6-NH₄ Buffer, 7-Other



CHAIN OF CUSTODY AND ANALYSIS REQUEST

781 East Washington Blvd., Los Angeles, CA 90021
 (213) 745-5312 FAX (213) 745-6372

DATE: 12/13/14 PAGE: 8 OF 10
 FILE NO.: LAB NO.: 1412108

CLIENT NAME: **Oxnard School District** PROJECT NAME/NO. **1011600538** P.O.NO. AIRBILL NO:
 ADDRESS: **25 Cupania Circle, Monterey Park** ANALYSES REQUESTED COOLER TEMP: 1.6°C

PROJECT MANAGER: **Greg Buchanan** PHONE NO: **323-517-9780** FAX NO: **323.517.9781** ←-PRESERVATION *
 SAMPLER NAME: SIGNATURE: REMARKS:

TAT (Turn-Around-Time): 0=Same Day; 1=24 Hour; 2=48Hour; (ETC.) N=Normal
 CONTAINER TYPES: B=Brass; E=Encore/Easy Draw; P=Plastic; G=Glass; V=VOA Vial; O=Other
 UST PROJECT: **Y N** GLOBAL ID#: -----

SAMPLE ID	DATE SAMPLED	TIME SAMPLED	SAMPLE DESCRIPTION	MATRIX				TAT	CONTAINER		Arsenic by EPA 6010B	Lead by EPA 6010B	OCPS by EPA 8081A						SAMPLE CONDITIONS/ CONTAINER/COMMENTS
				WATER	SOIL	SLUDGE	OTHER		#	TYPE									
	<u>12/13/14</u>		Comp 8 @ 0.5'		X			N		G			X						LAB TO COMPOSITE
			Comp 8 @ 2'		X			N		G			X						LAB TO COMPOSITE HOLD <u>5.0 off HOLD 12/24 vial e-mail</u>
		<u>1312</u>	SB-29 @ 0.5'		X			N	1	G									HOLD
		<u>1314</u>	SB-29 @ 2'		X			N	1	G									HOLD
		<u>1307</u>	SB-30 @ 0.5'		X			N	1	G									
		<u>1309</u>	SB-30 @ 2'		X			N	1	G									HOLD
		<u>1346</u>	SB-31 @ 0.5'		X			N	1	G									
		<u>1308</u>	SB-31 @ 2'		X			N	1	G									HOLD
		<u>1350</u>	SB-32 @ 0.5'		X			N	2	G	X								
	<u>1352</u>		SB-32 @ 2'		X			N	1	G									HOLD

Relinquished by (Signature & Name): 	Received by (Signature & Name): 	Date: <u>12/14/14</u>	Time: <u>2:40</u>	SAMPLE DISPOSITION 1. Samples returned to client? Yes No 2. Samples will not be stored over 30 days, unless additional storage time is requested 3. Storage time requested: _____ days, By: _____ Date: _____
Relinquished by (Signature & Name): 	Received by (Signature & Name): 	Date: <u>12/14/14</u>	Time: <u>3:10</u>	
Relinquished by (Signature & Name):	Received by (Signature & Name):	Date:	Time:	

SPECIAL INSTRUCTION:
 * PRESERVATION: 1-HNO₃, 2-H₂SO₄, 3-HCL, 4-Zinc Acetate, 5-NaOH, 6-NH₄ Buffer, 7-Other



CHAIN OF CUSTODY AND ANALYSIS REQUEST

781 East Washington Blvd., Los Angeles, CA 90021
 (213) 745-5312 FAX (213) 745-6372

DATE: 12/13/10 PAGE: 9 OF 10
 FILE NO.: LAB NO.: 1412108

CLIENT NAME: Oxnard School District PROJECT NAME/NO. 1011600538 P.O.NO. _____ AIRBILL NO: _____
 ADDRESS: 25 Cupania Circle, Monterey Park ANALYSES REQUESTED _____ COOLER TEMP: 1.4°C

PROJECT MANAGER: Greg Buchanan PHONE NO: 323-517-9780 FAX NO: 323.517.9781 <---PRESERVATION * _____

SAMPLER NAME: _____ SIGNATURE: _____ REMARKS: _____

TAT (Turn-Around-Time): 0=Same Day; 1=24 Hour; 2=48Hour; (ETC.) N=Normal

CONTAINER TYPES: B=Brass; E=Encore/Easy Draw; P=Plastic; G=Glass; V=VOA Vial; O=Other

UST PROJECT: Y N GLOBAL ID#: _____

SAMPLE ID	DATE SAMPLED	TIME SAMPLED	SAMPLE DESCRIPTION	MATRIX				TAT	CONTAINER		Arsenic by EPA 6010B	OCPS by EPA 8081A							SAMPLE CONDITIONS/ CONTAINER/COMMENTS
				WATER	SOIL	SLUDGE	OTHER		#	TYPE									
	<u>12/13/10</u>		Comp 9 @ 0.5'		X			N		G		X							LAB TO COMPOSITE
			Comp 9 @ 2'		X			N		G		X							LAB TO COMPOSITE HOLD <u>Diff hold 13ha vial - mat</u>
		<u>1301</u>	SB-33 @ 0.5'		X			N	2	G	X								
		<u>1303</u>	SB-33 @ 2'		X			N	1	G									HOLD
		<u>1257</u>	SB-34 @ 0.5'		X			N	1	G									
		<u>1257</u>	SB-34 @ 2'		X			N	1	G									HOLD
		<u>1355</u>	SB-35 @ 0.5'		X			N	1	G									
		<u>1357</u>	SB-35 @ 2'		X			N	1	G									HOLD
		<u>1402</u>	SB-36 @ 0.5'		X			N	1	G									
		<u>1404</u>	SB-36 @ 2'		X			N	1	G									HOLD

Relinquished by (Signature & Name): <u>[Signature]</u>	Received by (Signature & Name): <u>[Signature]</u>	Date: <u>12/14/10</u>	Time: <u>2:40</u>	SAMPLE DISPOSITION 1. Samples returned to client? Yes No 2. Samples will not be stored over 30 days, unless additional storage time is requested 3. Storage time requested: _____ days, By: _____ Date: _____
Relinquished by (Signature & Name): <u>[Signature]</u>	Received by (Signature & Name): <u>[Signature]</u>	Date: <u>12/14/10</u>	Time: <u>3:10</u>	
Relinquished by (Signature & Name):	Received by (Signature & Name):	Date:	Time:	

SPECIAL INSTRUCTION:

* PRESERVATION: 1-HNO₃, 2-H₂SO₄, 3-HCL, 4-Zinc Acetate, 5-NaOH, 6-NH₄ Buffer, 7-Other



CHAIN OF CUSTODY AND ANALYSIS REQUEST

781 East Washington Blvd., Los Angeles, CA 90021
 (213) 745-5312 FAX (213) 745-6372

DATE: 12/10/16 PAGE: 10 OF 10
 FILE NO.: LAB NO.: 1612108

CLIENT NAME: Oxnard School District PROJECT NAME/NO. 1011600537 P.O.NO. AIRBILL NO:
 ADDRESS: 25 Cupania Circle, Monterey Park ANALYSES REQUESTED COOLER TEMP: 1.4°C

PROJECT MANAGER: Greg Buchanan PHONE NO: 323-517-9780 FAX NO: 323.517.9781 <---PRESERVATION *
 SAMPLER NAME: SIGNATURE: REMARKS: _____

TAT (Turn-Around-Time): 0=Same Day; 1=24 Hour; 2=48Hour; (ETC.) N=Normal
 CONTAINER TYPES: B=Brass; E=Encore/Easy Draw; P=Plastic; G=Glass; V=VOA Vial; O=Other

UST PROJECT: Y N GLOBAL ID#: _____

SAMPLE ID	DATE SAMPLED	TIME SAMPLED	SAMPLE DESCRIPTION	MATRIX				TAT	CONTAINER		Arsenic by EPA 6010B	OCps by EPA 8081A									SAMPLE CONDITIONS/ CONTAINER/COMMENTS
				WATER	SOIL	SLUDGE	OTHER		#	TYPE											
	<u>12/13/16</u>	<u>1420</u>	EQ Blank 1	X				N	G	X	X										
			Temp blank	X				N	G												

Relinquished by (Signature & Name): 	Received by (Signature & Name): 	Date: <u>12/14/16</u>	Time: <u>2:40</u>	SAMPLE DISPOSITION 1. Samples returned to client? Yes No 2. Samples will not be stored over 30 days, unless additional storage time is requested 3. Storage time requested: _____ days, By: _____ Date: _____
Relinquished by (Signature & Name): 	Received by (Signature & Name): 	Date: <u>12/14/16</u>	Time: <u>3:10</u>	
Relinquished by (Signature & Name):	Received by (Signature & Name):	Date:	Time:	

SPECIAL INSTRUCTION:
 * PRESERVATION: 1-HNO₃, 2-H₂SO₄, 3-HCL, 4-Zinc Acetate, 5-NaOH, 6-NH₄ Buffer, 7-Other



December 15, 2016

Ms. Melissa Smith
ATC Group Services, LLC
25 Cupania Circle
Monterey Park, CA 91755

Dear Ms. Smith:

This letter presents the results of the soil vapor investigation conducted by Optimal Technology (Optimal), for ATC Group Services, LLC on December 14, 2016. The study was performed at the Southeast corner of Doris Ave. & N. Patterson Rd., Oxnard, California.

Optimal was contracted to perform a soil vapor survey at this site to screen for possible Methane and Hydrogen Sulfide.

Gas Sampling Method

At each sampling location an electric vacuum pump set to draw 0.2 liters per minute (L/min) of soil vapor was attached to the probe and purged prior to sample collection. Vapor samples were obtained in Hamilton gas-tight syringes by puncturing tubing which connects the sampling probe and the vacuum pump. New tubing was used at each sampling point to prevent cross contamination. Samples were immediately injected into the gas chromatograph after collection.

All analyses were performed on a laboratory grade Hewlett Packard model 5890 Series II gas chromatograph equipped with a Flame Ionization Detector (FID) and an Electron Capture Detector (ECD). Restec wide bore capillary columns using hydrogen as the carrier gases were used to perform all analysis. All results were collected on a personal computer utilizing Hewlett Packard's PC based chromatographic data collection and handling system. Additionally, a Landtec GEM2000 plus was used to test for Hydrogen Sulfide.

Quality Assurance

5-Point Calibration

The initial five point calibration consisted of 20, 50, 100, 200 and 500 ul injections of the calibration standard. A calibration factor on each analyte was generated using a best fit line method using the HP data system. If the r^2 factor generated from this line was not greater than 0.990, an additional five point calibration would have been performed. Method reporting limits were calculated to be 1.0-10.0 parts per million by volume (ppmV) for the individual compounds.

A daily calibration check and end of run calibration check was performed by preparing a calibration gas from Airgas and from a pre-mixed standard supplied by CPI International.

Sample Replicates

A replicate analysis (duplicate) was run to evaluate the reproducibility of the sampling system and instrument. The difference between samples did not vary more than 20%.

Equipment Blanks

Blanks were run at the beginning of each workday and after calibrations. The blanks were collected using an ambient air sample. These blanks checked the septum, syringe, GC column, GC detector and the ambient air. Contamination was not found in any of the blanks analyzed during this investigation. Blank results are given along with the sample results.

Tracer Gas Leak Test

A tracer gas was applied to the soil gas probes at each point of connection in which ambient air could enter the sampling system. These points include the top of the sampling probe where the tubing meets the probe connection and the surface bentonite seals. Isobutane was used as the tracer gas. No Isobutane was found in any of the samples collected.

Purge Volume

The standard purge volume of three volumes was purged in accordance with the July 2015 DTSC/RWQCB Advisory for Active Soil Gas Investigations.

Shut-in Test

A shut-in test was conducted prior to purging or sampling each location to check for leaks in the above-ground sampling system. The system was evaluated to a minimum measured vacuum of 100 inches of water. The vacuum gauge was calibrated and sensitive enough to indicate a water pressure change of at least 0.5 inches.

Scope of Work

To achieve the objective of this investigation a total of 21 vapor samples were collected from 10 locations throughout the site. Sampling depths, vacuum readings, purge volume and sampling volumes are given on the analytical results page. All the collected vapor samples were analyzed on-site using Optimal's mobile laboratory.

Subsurface Conditions

Subsurface soil conditions at this site offered sampling flows at 0" water vacuum.

Results

During this vapor investigation five samples contained levels of Methane. Methane levels ranged from 10.28 ppmV to 15.26 ppmV. A complete table of analytical results is included with this report.

Disclaimer

All conclusions presented in this letter are based solely on the information collected by the soil vapor survey conducted by Optimal Technology. Soil vapor testing is only a subsurface screening tool and does not represent actual contaminant concentrations in either the soil and/or groundwater. We enjoyed working with you on this project and look forward to future projects. If you have any questions please contact me at (877) 764-5427.

Sincerely,



John Rice
Project Manager



SOIL VAPOR RESULTS

Site Name: SE Corner of Doris Ave. & N. Patterson Rd., Oxnard, CA **Lab Name:** Optimal Technology **Date:** 12/14/16
Analyst: J. Rice **Collector:** J. Rice **Inst. ID:** HP-5890 Series II
Method: Modified EPA 8015 **Detector:** FID **Page:** 1 of 6

SAMPLE ID
Sampling Depth (Ft.)
Purge Volume (ml)
Vacuum (in. of Water)
Injection Volume (ul)
Dilution Factor (FID)

BLANK-1	SV-1-5'	SV-1-10'	SV-5-5'	SV-5-10'	SV-4-5'	SV-4-10'	SV-2-5'
N/A	5.0	10.0	5.0	10.0	5.0	10.0	5.0
N/A	790	870	790	870	790	870	790
N/A	0	0	0	0	0	0	0
2500	2500	2500	2500	2500	2500	2500	2500
1	1	1	1	1	1	1	1

COMPOUND	REP. LIMIT
Methane	10.00
Isobutane (Tracer Gas)	1.00

CONC (ppmV)	CONC (ppmV)	CONC (ppmV)	CONC (ppmV)	CONC (ppmV)	CONC (ppmV)	CONC (ppmV)	CONC (ppmV)
ND	ND	ND	10.28	ND	ND	15.22	14.09
ND	ND	ND	ND	ND	ND	ND	ND

Note: ND = Below Listed Reporting Limit



SOIL VAPOR RESULTS

Site Name: SE Corner of Doris Ave. & N. Patterson Rd., Oxnard, CA **Lab Name:** Optimal Technology **Date:** 12/14/16
Analyst: J. Rice **Collector:** J. Rice **Inst. ID:** HP-5890 Series II
Method: Modified EPA 8015 **Detector:** FID **Page:** 2 of 6

SAMPLE ID	SV-2-10'	SV-3-5'	SV-3-10'	SV-10-5'	SV-10-10'	SV-9-5'	SV-9-10'	SV-8-5'
Sampling Depth (Ft.)	10.0	5.0	10.0	5.0	10.0	5.0	10.0	5.0
Purge Volume (ml)	870	790	870	790	870	790	870	790
Vacuum (in. of Water)	0	0	0	0	0	0	0	0
Injection Volume (ul)	2500	2500	2500	2500	2500	2500	2500	2500
Dilution Factor (FID)	1	1	1	1	1	1	1	1

COMPOUND	REP. LIMIT	CONC (ppmV)	CONC (ppmV)	CONC (ppmV)	CONC (ppmV)	CONC (ppmV)	CONC (ppmV)	CONC (ppmV)
Methane	10.00	ND	15.26	ND	ND	ND	13.51	ND
Isobutane (Tracer Gas)	1.00	ND	ND	ND	ND	ND	ND	ND

Note: ND = Below Listed Reporting Limit



SOIL VAPOR RESULTS

Site Name: SE Corner of Doris Ave. & N. Patterson Rd., Oxnard, CA **Lab Name:** Optimal Technology **Date:** 12/14/16
Analyst: J. Rice **Collector:** J. Rice **Inst. ID:** HP-5890 Series II
Method: Modified EPA 8015 **Detector:** FID **Page:** 3 of 6

SAMPLE ID
Sampling Depth (Ft.)
Purge Volume (ml)
Vacuum (in. of Water)
Injection Volume (ul)
Dilution Factor (FID)

SV-8-10'	SV-7-5'	SV-7-10'	SV-6-5'	SV-6-10'	SV-6-10' Dup		
10.0	5.0	10.0	5.0	10.0	10.0		
870	790	870	790	870	870		
0	0	0	0	0	0		
2500	2500	2500	2500	2500	2500		
1	1	1	1	1	1		

COMPOUND	REP. LIMIT
Methane	10.00
Isobutane (Tracer Gas)	1.00

CONC (ppmV)	CONC (ppmV)	CONC (ppmV)	CONC (ppmV)	CONC (ppmV)	CONC (ppmV)		
ND	ND	ND	ND	ND	ND		
ND	ND	ND	ND	ND	ND		

Note: ND = Below Listed Reporting Limit



SOIL VAPOR RESULTS

Site Name: SE Corner of Doris Ave. & N. Patterson Rd., Oxnard, CA **Lab Name:** Optimal Technology **Date:** 12/14/16
Analyst: J. Rice **Collector:** J. Rice **Inst. ID:** Landtec GEM2000 Plus
Page: 4 of 6

SAMPLE ID
Sampling Depth (Ft.)
Purge Volume (ml)
Vacuum (in. of Water)

BLANK-1	SV-1-5'	SV-1-10'	SV-5-5'	SV-5-10'	SV-4-5'	SV-4-10'	SV-2-5'
N/A	5.0	10.0	5.0	10.0	5.0	10.0	5.0
N/A	790	870	790	870	790	870	790
N/A	0	0	0	0	0	0	0

COMPOUND	REP. LIMIT
Hydrogen Sulfide	1.00

CONC (ppm)	CONC (ppm)	CONC (ppm)	CONC (ppm)	CONC (ppm)	CONC (ppm)	CONC (ppm)	CONC (ppm)
ND	ND	ND	ND	ND	ND	ND	ND

Note: ND = Below Listed Reporting Limit



SOIL VAPOR RESULTS

Site Name: SE Corner of Doris Ave. & N. Patterson Rd., Oxnard, CA **Lab Name:** Optimal Technology **Date:** 12/14/16
Analyst: J. Rice **Collector:** J. Rice **Inst. ID:** Landtec GEM2000 Plus
Page: 5 of 6

SAMPLE ID
Sampling Depth (Ft.)
Purge Volume (ml)
Vacuum (in. of Water)

SV-2-10'	SV-3-5'	SV-3-10'	SV-10-5'	SV-10-10'	SV-9-5'	SV-9-10'	SV-8-5'
10.0	5.0	10.0	5.0	10.0	5.0	10.0	5.0
870	790	870	790	870	790	870	790
0	0	0	0	0	0	0	0

COMPOUND	REP. LIMIT
Hydrogen Sulfide	1.00

CONC (ppm)	CONC (ppm)	CONC (ppm)	CONC (ppm)	CONC (ppm)	CONC (ppm)	CONC (ppm)	CONC (ppm)
ND	ND	ND	ND	ND	ND	ND	ND

Note: ND = Below Listed Reporting Limit



SOIL VAPOR RESULTS

Site Name: SE Corner of Doris Ave. & N. Patterson Rd., Oxnard, CA **Lab Name:** Optimal Technology **Date:** 12/14/16
Analyst: J. Rice **Collector:** J. Rice **Inst. ID:** Landtec GEM2000 Plus **Page:** 6 of 6

SAMPLE ID
Sampling Depth (Ft.)
Purge Volume (ml)
Vacuum (in. of Water)

SV-8-10'	SV-7-5'	SV-7-10'	SV-6-5'	SV-6-10'	SV-6-10' Dup		
10.0	5.0	10.0	5.0	10.0	10.0		
870	790	870	790	870	870		
0	0	0	0	0	0		

COMPOUND	REP. LIMIT
Hydrogen Sulfide	1.00

CONC (ppm)	CONC (ppm)	CONC (ppm)	CONC (ppm)	CONC (ppm)	CONC (ppm)		
ND	ND	ND	ND	ND	ND		

Note: ND = Below Listed Reporting Limit

APPENDIX C

HUMAN HEALTH SCREENING CALCULATIONS (TABLES C-1 THROUGH C-25)

Table C-1
Descriptive Statistical Summary for Soil Samples
Screening Human Health Risk Assessment
Proposed School Site at Doris Avenue and N. Patterson Road
Oxnard, California

Constituent	Sample Summary ^a			Concentration Range and Summary ^a						95% Upper Confidence Limit (UCL) ^c	Exposure Point Concentration ^d		
	Total Soil Samples Analyzed	Samples Detected	Percent Detected	Laboratory Detection Limit	Minimum Detected	Location of Minimum	Maximum Detected	Location of Maximum	Arithmetic Mean ^b		(mg/kg)	(mg/kg)	Basis
				(mg/kg)	(mg/kg)		(mg/kg)						
Metals													
Arsenic	10	10	100%	NA	3.01	SB-14 @0.5 (Dup)	3.76	SB-33 @ 0.5	3.37	NA	NQ	--	
Organochlorine Pesticides													
4,4'-DDD (DDD)	19	14	74%	0.008	0.0120	Comp 4 (2 fbg)	0.0461	Comp 9 (0.5 fbg)	0.0314	NA	0.0461	Max	
4,4'-DDE (DDE)	19	19	100%	NA	0.0601	Comp 6 (2 fbg)	0.646	Comp 9 (0.5 fbg)	0.369	NA	0.646	Max	
4,4'-DDT (DDT)	19	19	100%	NA	0.0204	Comp 6 (2 fbg)	0.358	Comp 9 (0.5 fbg)	0.177	NA	0.358	Max	
alpha Chlordane	19	4	21%	0.008	0.0081	Comp 3 (0.5 fbg)	0.00901	Comp 7 (0.5 fbg)	0.00845	NA	0.00901	Max	
gamma Chlordane	19	10	53%	0.008	0.00821	Comp 3 (0.5 fbg)	0.0115	Comp 8 (0.5 fbg)	0.00963	NA	0.0115	Max	
Dieldrin	19	15	79%	0.008	0.00895	Comp 3 (2 fbg)	0.0242	Comp 2 (0.5 fbg)	0.0177	NA	0.0242	Max	
Endrin	19	19	100%	NA	0.00896	Comp 6 (2 fbg)	0.0858	Comp 9 (0.5 fbg)	0.0444	NA	0.0858	Max	
Methoxychlor	19	1	5%	0.040	0.231	Comp 7 (2 fbg)	0.231	Comp 7 (2 fbg)	0.231	NA	0.231	Max	
Toxaphene	18	18	100%	0.120	0.218	Comp 6 (2 fbg)	2.51	Comp 9 (0.5 fbg)	1.49	NA	2.51	Max	

Abbreviations:

-- = not applicable
mg/kg = milligrams per kilogram
NA = Not Applicable or Not Available
NQ = Not Quantified, as the maximum concentration of arsenic is below representative background levels
Max = Maximum detected value from all samples analyzed

Footnotes:

- ^a Data set used in this evaluation includes duplicate samples.
^b Arithmetic mean calculated from detected values only
^c The 95% upper confidence limit (UCL) was not calculated for the purpose of this analysis.
^d The EPC is the maximum concentration detected in all soil samples (including duplicates).

Table C-2
Summary of Exposure Parameters
Screening Human Health Risk Assessment
Proposed School Site at Doris Avenue and N. Patterson Road
Oxnard, California

Exposure Parameter	Symbol	Units	Residential Receptor		School Receptors		Construction Worker
			Adult	Child	Adult Staff	Child Student	
Common Exposure Parameters							
Exposure Frequency	EF	days/year	350	350	180	180	250
Exposure Duration	ED	year	20	6	25	9	1
Body Weight	BW	kg	80	15	80	35	80
Averaging Time-Non-cancer	ATnc	days	7,300	2,190	9,125	3,285	365
Averaging Time-Cancer	ATca	days	25,550	25,550	25,550	25,550	25,550
Inhalation							
Exposure Time	ET	hours/day	24	24	8	8	8
Incidental Soil Ingestion							
Ingestion Rate	IngR	mg/day	100	200	100	72	330
Dermal Contact with Soil							
Skin Surface Area	SA	cm ²	6032	2900	6032	2900	6032
Soil-to-Skin Adherence Factor	SAF	mg/cm ² -day	0.07	0.2	0.2	0.2	0.8

Abbreviations:

cm² = centimeter squared
kg = kilograms
mg/cm²-day= milligrams per centimeter squared per day
mg/day= milligrams per day

References

Common Exposure Parameters

Exposure frequency from DTSC, 2014
Exposure durations from DTSC, 2014
Body weight from DTSC, 2014
Body weight for child students represents the average body weight between the ages of 5 and 13
Averaging time for noncarcinogens equals exposure duration (years) x 365 days per year (DTSC, 2014)
Averaging time for carcinogens equal 365 days/year x 70 years (DTSC, 2014)

Inhalation

Exposure time:
Residential assumes a full day (24-hour) exposure (USEPA, 2009) for both indoor and ambient exposure scenarios
Site workers, Students, and construction workers assumed to have an eight hour work day (DTSC, 2014)

Incidental Ingestion of Soil

Soil ingestion rates for residential and construction receptors from DTSC, 2014
Soil ingestion rates for students based on ingestion rate and fraction of time spent at school (OEHHA, 2004)

Dermal Contact with Soil

Skin surface area from DTSC, 2014
Soil-to-Skin adherence factor from DTSC, 2014

Department of Toxic Substances Control (DTSC), 2014, Recommended DTSC Default Exposure Factors for Use in Risk Assessment at California Hazardous Waste Sites and Permitted Facilities, Office of Human and Ecological Risk (HERO), HERO Human Health Risk Assessment (HHRA)
Note Number: 1, Issue Date: September 30, 2014

Office of Environmental Health Hazard Assessment (OEHHA), Integrated Risk Assessment Section, Guidance for Assessing Exposures and Health Risks at Existing and Proposed School Sites. Final Report. February.

United States Environmental Protection Agency (USEPA), 2009, Risk Assessment Guidance for Superfund, Volume I: Human Health Evaluation Manual (Part F, Supplemental Guidance for Inhalation Risk Assessment), Final: Office of Superfund Remediation and Technology Innovation, Washington, D.C.

Table C-3
Summary of Constituent Toxicity Criteria
Screening Human Health Risk Assessment
Proposed School Site at Doris Avenue and N. Patterson Road
Oxnard, California

Constituent	Carcinogenic Endpoints									Chronic Noncarcinogenic Endpoints						
	Oral			Dermal ^c		Inhalation				Oral		Dermal ^c		Inhalation		
	Slope Factor (SFo) (mg/kg-day) ⁻¹	Source ^a	Weight-of-evidence ^b	Dermal Adjustment Factor (ABS _{GI})	Slope Factor (SFd) (mg/kg-day) ⁻¹	Unit Risk Factor (URF) (µg/m ³) ⁻¹	Slope Factor (SFI) (mg/kg-day) ⁻¹	Source ^a	Weight-of-evidence ^b	Reference Dose (RfDo) (mg/kg-day)	Source ^a	Dermal Adjustment Factor (ABS _{GI})	Reference Dose (RfDd) (mg/kg-day)	Reference Concentration (RFC) (µg/m ³)	Reference Dose (RfDi) (mg/kg-day)	Source ^a
Organochlorine Pesticides																
4,4'-DDD (DDD)	2.4E-01	IRIS	B2	1	2.40E-01	6.9E-05	2.4E-01	IRIS	B2	NA	NA	NA	NA	NA	NA	NA
4,4'-DDE (DDE)	3.4E-01	IRIS	B2	1	3.40E-01	9.7E-05	3.4E-01	IRIS	B2	NA	NA	NA	NA	NA	NA	NA
4,4'-DDT (DDT)	3.4E-01	IRIS	B2	1	3.40E-01	9.7E-05	3.4E-01	IRIS	B2	5.0E-04	IRIS	1	5.00E-04	4.00E-01	5.0E-04	EXTR
alpha Chlordane	1.3E+00	OEHHA	B2	1	1.30E+00	3.4E-04	1.2E+00	OEHHA	B2	3.3E-05	OEHHA _{ch}	1	3.30E-05	7.00E-01	2.0E-04	IRIS
gamma Chlordane	1.3E+00	OEHHA	B2	1	1.30E+00	3.4E-04	1.2E+00	OEHHA	B2	3.3E-05	OEHHA _{ch}	1	3.30E-05	7.00E-01	2.0E-04	IRIS
Dieldrin	1.6E+01	IRIS	B2	1	1.60E+01	4.6E-03	1.6E+01	IRIS	B2	5.0E-05	IRIS	1	5.00E-05	NA	NA	NA
Endrin	NA	NA	D	NA	NA	NA	NA	NA	D	3.0E-04	IRIS	1	3.00E-04	2.00E-01	3.0E-04	EXTR
Methoxychlor	NA	NA	D	NA	NA	NA	NA	NA	D	2.0E-05	OEHHA _{ch}	1	2.00E-05	1.00E-02	2.0E-05	EXTR
Toxaphene	1.2E+00	OEHHA	B2	1	1.20E+00	3.4E-04	1.2E+00	OEHHA	B2	NA	NA	NA	NA	NA	NA	NA

Abbreviations:

-- = Not applicable
mg/kg-day = milligrams per kilograms-day
NA = Not Applicable or Not Available
µg/m³ = micrograms per cubic meter

Footnotes:

^a Sources for the toxicity criteria include the following:
ATSDR = Agency for Toxic Substances Disease Registry, from United States Environmental Protection Agency (USEPA) May 2016 Regional Screening Levels for Chemical Contaminants at Superfund Sites
HEAST = Health Effects Assessment Summary Tables (HEAST), from USEPA May 2016 Regional Screening Levels for Chemical Contaminants at Superfund Sites
IRIS = Integrated Risk Information System (IRIS) Data Base, USEPA accessed January 2017
NJDEP = New Jersey Department of Environmental Protection, from USEPA May 2016 Regional Screening Levels for Chemical Contaminants at Superfund Sites
OEHHA = Office of Environmental Health Hazard Assessment (OEHHA), OEHHA accessed January 2017, Toxicity Criteria Database.
OEHHA_{ch} = Child-Specific RfD from Office of Environmental Health Hazard Assessment (OEHHA, 2005), as referenced in OEHHA Toxicity Criteria Database, accessed January 2017
PPRTV = Provisional Peer Reviewed Toxicity Values, from USEPA May 2016 Regional Screening Levels for Chemical Contaminants at Superfund Sites
RSLs = Regional Screening Levels, from USEPA May 2016 Regional Screening Levels for Chemical Contaminants at Superfund Sites
EXTR = Inhalation RfD extrapolated from Oral RfD and Converted to Child RfC by multiplying by 15 kg and dividing by 20 m³/day

^b Weight-of-Evidence (Guidelines for Carcinogen Risk Assessment, Final, EPA/630/R-03/001F, March 2005.)

- A = Known human carcinogen
- B1 = Probable human carcinogen - based on limited evidence of carcinogenicity in humans (or Group 2A per IARC classification)
- B2 = Likely to be carcinogenic to humans based on strong evidence of carcinogenicity in animals and inconclusive evidence of carcinogenicity in an exposed human population
- C = Possible human carcinogen
- D = Inadequate evidence to assess carcinogenic potential
- ID = Inadequate information to assess carcinogenic potential according to the Draft U.S. EPA 1999 or the Final 2005 Guidelines for Carcinogen Risk Assessment

Oral Reference Doses for Chordane and Methoxychlor are based on child-specific values (OEHHA, 2005)

^c The dermal slope factors and reference doses were calculated using the following equations:

$$SFd = SFo \times 1/ABS_{GI}$$

$$RfDd = RfDo \times ABS_{GI}$$

Table C-4
Calculation of Particulate Emission Factor for Fugitive Dust
Screening Human Health Risk Assessment
Proposed School Site at Doris Avenue and N. Patterson Road
Oxnard, California

Factors	Symbols	Units	Values	References
Respirable Fraction	RF	g/m ² -hr	0.036	Default (EPA, 1991b)
Fraction of Vegetation Cover	V	unitless	0.5	Default (EPA, 1991b)
Mean Annual Wind Speed	U _m	m/s	4.69	Default (EPA, 1996)
Threshold Wind Speed	U _t	m/s	11.32	Default (EPA, 1996)
Function Specific to Model	F _x	unitless	1.94E-01	Default (Cowherd, 1985; EPA, 1996)
Total Dust Flux (<10 Um)	E	g/m ² -hr	2.5E-04	Calculated
Area of Impacted Soil Exposed ^a	A	m ²	2.03E+03	Default (0.5 Acre)
Wind speed in mixing zone	WS	m/s	2.25E+00	Default (EPA, 1991b)
Length of Soil Perpendicular to Wind Direction	LS	m	45	Site Specific (estimated)
Mixing Height	MH	m	2	Default (EPA, 1991b)
Default Particulate Emission Factor (DTSC)	PEF	m ³ /kg	1.00E+06	Default

Equations
<p>Total Dust Flux (<10 Um)</p> $E = RF \times (1-V) \times (U_m/U_t)^3 \times F_x$

Abbreviations:

g/kg = grams per kilogram
g/m²-hr = grams per meter squared per hour
m = meter
m/s = meters per second
m² = meter squared
m³/kg = cubic meter per kilogram

Footnotes:

^a Area of impacted soil is set equal to default area of 0.5 acres.

References:

Cowherd, C., G. Muleski, P. Engelhart, and D. Gillette. 1985. Rapid Assessment of Exposure to Particulate Emissions from Surface Contamination. EPA/600/8-85/002. NTIS PB85-192219. Office of Health and Environmental Assessment, United States Environmental Protection Agency, Washington, DC.

Department of Toxic Substances Control, HERO HHRA Note Number 1, http://www.dtwc.ca.gov/AssessingRisk/upload/HHRA_Note_1-2.pdf

United States Environmental Protection Agency (USEPA), 1991b, Risk Assessment Guidance for Superfund: Volume I - Human Health Evaluation Manual (Part B, Development of Risk-Based Preliminary Remediation Goals. Publication 9285.7-01B. December).

USEPA, 1996, Soil Screening Guidance: Technical Background Document. EPA/540/R95/128. May.

**Table C-5
Incidental Ingestion of Soil - Residential Receptor
Screening Human Health Risk Assessment
Proposed School Site at Doris Avenue and N. Patterson Road
Oxnard, California**

Constituents	Exposure Point Concentration (EPC) in Soil ^a	Average Daily Dose ^b	Oral Chronic Reference Dose ^c	Hazard Quotient ^b	Lifetime Daily Dose	Oral Slope Factor ^c	Incremental Cancer Risk
	Cs	ADD	RfDo	HQ	LDD	SFo	CR
	(mg/kg)	(mg/kg-d)	(mg/kg-d)	(unitless)	(mg/kg-d)	(mg/kg-d) ⁻¹	(unitless)
Organochlorine Pesticides							
4,4'-DDD (DDD)	0.0461	5.9E-07	NA	NA	6.6E-08	2.4E-01	1.6E-08
4,4'-DDE (DDE)	0.646	8.3E-06	NA	NA	9.3E-07	3.4E-01	3.2E-07
4,4'-DDT (DDT)	0.358	4.6E-06	5.0E-04	9.2E-03	5.1E-07	3.4E-01	1.8E-07
alpha Chlordane	0.00901	1.2E-07	3.3E-05	3.5E-03	1.3E-08	1.3E+00	1.7E-08
gamma Chlordane	0.0115	1.5E-07	3.3E-05	4.5E-03	1.7E-08	1.3E+00	2.2E-08
Dieldrin	0.0242	3.1E-07	5.0E-05	6.2E-03	3.5E-08	1.6E+01	5.6E-07
Endrin	0.0858	1.1E-06	3.0E-04	3.7E-03	1.2E-07	NA	NA
Methoxychlor	0.231	3.0E-06	2.0E-05	1.5E-01	3.3E-07	NA	NA
Toxaphene	2.51	3.2E-05	NA	NA	3.6E-06	1.2E+00	4.3E-06
Total Noncancer Hazard Index ^d =				0.17	Total Lifetime Cancer Risk ^d =		5.4E-06

Equations	
Noncancer	
Average Daily Dose (ADD)	Hazard Quotient (HQ)
$ADD = (Cs \times IngR \times EF \times ED \times FI \times CF_{kg/mg}) / (AT_{nc} \times BW)$	$HQ = AADD / RfDo$
Cancer	
Lifetime Daily Dose (LDD)	Excess Cancer Risk (CR)
$LDD = (Cs \times IngF \times EF \times FI \times CF_{kg/mg}) / AT_c$	$CR = LADD \times SFo$
Ingestion Rate Factor (IngF)	
$IngF = ([ED_c \times IngR_c] / BW_c) + ([ED_a \times IngR_a] / BW_a)$	

Abbreviations:

kg = kilograms
 kg/mg = kilograms per milligram
 mg/day = milligrams per day
 mg/kg = milligrams per kilogram
 mg/kg-d = milligrams per kilogram per day
 mg-yr/kg-day = milligrams-year per kilogram-day
 NA = Not Applicable or Not Available

Parameter	Symbol	Value	Units
Averaging Time - Cancer	AT _c	Table C-2	days
Averaging Time - Noncancer	AT _{nc}	Table C-2	days
Body Weight	BW	Table C-2	kg
Conversion Factor	CF _{kg/mg}	0.000001	kg/mg
Exposure Duration	ED	Table C-2	years
Exposure Frequency	EF	Table C-2	days/year
Fraction Ingested from Source	FI	1	unitless
Ingestion Rate	IngR	Table C-2	mg/day

Footnotes:

^a From Table C-1, maximum concentration of constituent detected in soil

^b The ADD was calculated for a child residential receptor, since the child represents the most sensitive residential receptor.

^c From Table C-3.

^d The total noncancer hazard index is the sum of the chemical-specific noncancer hazard and and the total lifetime cancer risk is the sum of the cancer risks.

Table C-6
Dermal Contact with Soil - Residential Receptor
Screening Human Health Risk Assessment
Proposed School Site at Doris Avenue and N. Patterson Road
Oxnard, California

Constituents	Exposure Point Concentration in Soil ^a	Dermal Absorption Fraction from Soil ^b	Average Daily Dose ^c	Dermal Chronic Reference Dose ^d	Hazard Quotient ^c	Lifetime Daily Dose	Oral Slope Factor ^d	Incremental Cancer Risk ^e
	Cs	ABS _d	ADD	RfDd	HQ	LDD	SFo	CR
	(mg/kg)	(unitless)	(mg/kg-d)	(mg/kg-d)	(unitless)	(mg/kg-d)	(mg/kg-d) ⁻¹	(unitless)
Organochlorine Pesticides								
4,4'-DDD (DDD)	0.0461	0.05	8.5E-08	NA	NA	1.1E-08	2.4E-01	2.6E-09
4,4'-DDE (DDE)	0.646	0.05	1.2E-06	NA	NA	1.5E-07	3.4E-01	5.1E-08
4,4'-DDT (DDT)	0.358	0.05	6.6E-07	5.0E-04	1.3E-03	8.3E-08	3.4E-01	2.8E-08
alpha Chlordane	0.00901	0.05	1.7E-08	3.3E-05	5.1E-04	2.1E-09	1.3E+00	2.7E-09
gamma Chlordane	0.0115	0.05	2.1E-08	3.3E-05	6.5E-04	2.7E-09	1.3E+00	3.5E-09
Dieldrin	0.0242	0.05	4.5E-08	5.0E-05	9.0E-04	5.6E-09	1.6E+01	9.0E-08
Endrin	0.0858	0.05	1.6E-07	3.0E-04	5.3E-04	2.0E-08	NA	NA
Methoxychlor	0.231	0.05	4.3E-07	2.0E-05	2.1E-02	5.3E-08	NA	NA
Toxaphene	2.51	0.05	4.7E-06	NA	NA	5.8E-07	1.2E+00	7.0E-07
Total Noncancer Hazard Index ^e =					0.025	Total Lifetime Cancer Risk ^e =		8.7E-07

Equations	
Noncancer	
Average Daily Dose (ADD)	Hazard Quotient (HQ)
$ADD = (Cs \times SA \times SAF \times ABS_d \times EF \times ED \times CF_{kg/mg}) / (AT_{nc} \times BW)$	$HQ = ADD / RfDd$
Cancer	
Lifetime Daily Dose (LDD)	Excess Cancer Risk (CR)
$LDD = (Cs \times DF \times ABS_d \times EF \times CF_{kg/mg}) / AT_c$	$CR = LDD \times SFd$
Dermal Factor (DF)	
$DF = ([ED_c \times SA_c \times SAF_c] / BW_c) + ([ED_a \times SA_a \times SAF_a] / BW_a)$	

Abbreviations:

cm² = centimeter squared
 kg = kilograms
 kg/mg = kilograms per milligram
 mg/cm²-d = milligrams per centimeter squared per day
 mg/kg = milligrams per kilogram
 mg/kg-d = milligrams per kilogram per day
 mg-yr/kg-day = milligrams-year per kilogram-day
 NA = Not Applicable or Not Available

Footnotes:

^a From Table C-1, maximum concentration of constituent detected in soil
^b Dermal Exposure from DTSC, 2015, Department of Toxic Substances Control, Preliminary Endangerment Assessment Guidance Manual, Table 1: Screening Level Dermal Absorption Fractions from Soil. January 1994 (Revised October 2015).
^c The ADD was calculated for a child residential receptor, since the child represents the most sensitive residential receptor.
^d From Table C-3.
^e The total noncancer hazard index is the sum of the chemical-specific noncancer hazard and and the total lifetime cancer risk is the sum of the cancer risks.

Parameter	Symbol	Value	Units
Averaging Time - Cancer	AT _c	Table C-2	days
Averaging Time - Noncancer	AT _{nc}	Table C-2	days
Body Weight	BW	Table C-2	kg
Conversion Factor	CF _{kg/mg}	0.000001	kg/mg
Dermal Factor	DF	338	mg-yr/kg-day
Exposure Duration	ED	Table C-2	years
Exposure Frequency	EF	Table C-2	days/year
Soil-to-Skin Adherence Factor	SAF	Table C-2	mg/cm ² -d
Surface Area	SA	Table C-2	cm ²

Table C-7
Inhalation of Fugitive Dust - Residential Receptor
Screening Human Health Risk Assessment
Proposed School Site at Doris Avenue and N. Patterson Road
Oxnard, California

Constituents	Exposure Point Concentration in Soil ^a	Averaged Air Concentration ^b	Inhalation Chronic Reference Concentration ^c	Hazard Quotient ^b	Lifetime Air Concentration	Inhalation Unit Risk Factor ^c	Incremental Cancer Risk
	Cs	AAC	RfC	HQ	LAC	IUR	CR
	(mg/kg)	(µg/m ³)	(µg/m ³)	(unitless)	(µg/m ³)	(µg/m ³) ⁻¹	(unitless)
Organochlorine Pesticides							
4,4'-DDD (DDD)	0.0461	4.4E-05	NA	NA	1.6E-05	6.9E-05	1.1E-09
4,4'-DDE (DDE)	0.646	6.2E-04	NA	NA	2.3E-04	9.7E-05	2.2E-08
4,4'-DDT (DDT)	0.358	3.4E-04	4.0E-01	8.6E-04	1.3E-04	9.7E-05	1.2E-08
alpha Chlordane	0.00901	8.6E-06	7.0E-01	1.2E-05	3.2E-06	3.4E-04	1.1E-09
gamma Chlordane	0.0115	1.1E-05	7.0E-01	1.6E-05	4.1E-06	3.4E-04	1.4E-09
Dieldrin	0.0242	2.3E-05	NA	NA	8.6E-06	4.6E-03	4.0E-08
Endrin	0.0858	8.2E-05	2.0E-01	4.1E-04	3.1E-05	NA	NA
Methoxychlor	0.231	2.2E-04	1.0E-02	2.2E-02	8.2E-05	NA	NA
Toxaphene	2.51	2.4E-03	NA	NA	8.9E-04	3.4E-04	3.0E-07
Total Noncancer Hazard Index ^d =				2.E-02	Total Lifetime Cancer Risk ^d =		3.8E-07

Equations	
Noncancer	
Averaged Air Concentration (AAC) AAC = ((Cs/PEF) x ET x EF x ED x CF _{µg/mg}) / (AT _{nc} x CF _{hr/d})	Hazard Quotient (HQ) HQ = AAC / RfC
Cancer	
Lifetime Air Concentration (LAC) LAC = ((Cs/PEF) x ET x EF x EDF x CF _{µg/mg}) / (AT _c x CF _{hr/d})	Excess Cancer Risk (CR) CR = LAC x IUR
Exposure Duration Factor (EDF) EDF = (ED _c + ED _a)	

Abbreviations:
kg = kilograms
m³/kg = cubic meter per kilogram
mg/kg = milligrams per kilogram
NA = Not Applicable or Not Available
µg/m³ = micrograms per cubic meter
µg/mg = micrograms per milligrams

Parameter	Symbol	Value	Units
Averaging Time - Cancer	AT _c	Table C-2	days
Averaging Time - Noncancer	AT _{nc}	Table C-2	days
Body Weight	BW	Table C-2	kg
Conversion Factor	CF _{hr/d}	24	hours/day
Conversion Factor	CF _{µg/mg}	1000	µg/mg
Exposure Duration	ED	Table C-2	years
Exposure Duration Factor	EDF	26	years
Exposure Frequency	EF	Table C-2	days/year
Exposure Time	ET	Table C-2	hours/day
Particulate Emission Factor	PEF	Table C-4	m ³ /kg

Footnotes:
^a From Table C-1, maximum concentration of constituent detected in soil
^b The AAC was calculated for a child residential receptor, since the child represents the most sensitive residential receptor.
^c From Table C-3.
^d The total noncancer hazard index is the sum of the chemical-specific noncancer hazard and and the total lifetime cancer risk

Table C-8
Incidental Ingestion of Soil - Site Worker
Screening Human Health Risk Assessment
Proposed School Site at Doris Avenue and N. Patterson Road
Oxnard, California

Constituents	Exposure Point Concentration in Soil ^a	Average Daily Dose	Oral Chronic Reference Dose ^b	Hazard Quotient	Lifetime Daily Dose	Oral Slope Factor ^b	Incremental Cancer Risk
	Cs	ADD	RfDo	HQ	LDD	SFo	CR
	(mg/kg)	(mg/kg-d)	(mg/kg-d)	(unitless)	(mg/kg-d)	(mg/kg-d) ⁻¹	(unitless)
Organochlorine Pesticides							
4,4'-DDD (DDD)	0.0461	2.8E-08	NA	NA	1.0E-08	2.4E-01	2.4E-09
4,4'-DDE (DDE)	0.646	4.0E-07	NA	NA	1.4E-07	3.4E-01	4.8E-08
4,4'-DDT (DDT)	0.358	2.2E-07	5.0E-04	4.4E-04	7.9E-08	3.4E-01	2.7E-08
alpha Chlordane	0.00901	5.6E-09	3.3E-05	1.7E-04	2.0E-09	1.3E+00	2.6E-09
gamma Chlordane	0.0115	7.1E-09	3.3E-05	2.1E-04	2.5E-09	1.3E+00	3.3E-09
Dieldrin	0.0242	1.5E-08	5.0E-05	3.0E-04	5.3E-09	1.6E+01	8.5E-08
Endrin	0.0858	5.3E-08	3.0E-04	1.8E-04	1.9E-08	NA	NA
Methoxychlor	0.231	1.4E-07	2.0E-05	7.1E-03	5.1E-08	NA	NA
Toxaphene	2.51	1.5E-06	NA	NA	5.5E-07	1.2E+00	6.6E-07
Total Noncancer Hazard Index ^c =				0.008	Total Lifetime Cancer Risk ^c =		8.3E-07

Equations	
Noncancer	
Average Daily Dose (ADD)	Hazard Quotient (HQ)
$ADD = (Cs \times IngR \times EF \times ED \times FI \times CF_{kg/mg}) / (AT_{nc} \times BW)$	$HQ = AADD / RfDo$
Cancer	
Lifetime Daily Dose (LDD)	Excess Cancer Risk (CR)
$LDD = (Cs \times IngR \times EF \times ED \times FI \times CF_{kg/mg}) / (AT_c \times BW)$	$CR = LADD \times SFo$

Abbreviations:

kg = kilograms
kg/mg = kilograms per milligram
mg/day = milligrams per day
mg/kg = milligrams per kilogram
mg/kg-d = milligrams per kilogram per day
NA = Not Applicable or Not Available

Parameter	Symbol	Value	Units
Averaging Time - Cancer	AT _c	Table C-2	days
Averaging Time - Noncancer	AT _{nc}	Table C-2	days
Body Weight	BW	Table C-2	kg
Conversion Factor	CF _{kg/mg}	0.000001	kg/mg
Exposure Duration	ED	Table C-2	years
Exposure Frequency	EF	Table C-2	days/year
Fraction Ingested from Source	FI	1	unitless
Ingestion Rate	IngR	Table C-2	mg/day

Footnotes:

^a From Table C-1, maximum concentration of constituent detected in soil

^b From Table C-6.

^c The total noncancer hazard index is the sum of the chemical-specific noncancer hazard and and the total lifetime cancer risk is the sum of the cancer risks.

**Table C-9
Dermal Contact with Soil - Site Worker
Screening Human Health Risk Assessment
Proposed School Site at Doris Avenue and N. Patterson Road
Oxnard, California**

Constituents	Exposure Point Concentration in Soil ^a	Dermal Absorption Fraction from Soil ^b	Average Daily Dose	Dermal Chronic Reference Dose ^c	Hazard Quotient	Lifetime Daily Dose	Oral Slope Factor ^c	Incremental Cancer Risk
	Cs	ABS _d	ADD	RfDd	HQ	LDD	SFo	CR
	(mg/kg)	(unitless)	(mg/kg-d)	(mg/kg-d)	(unitless)	(mg/kg-d)	(mg/kg-d) ⁻¹	(unitless)
Organochlorine Pesticides								
4,4'-DDD (DDD)	0.0461	0.05	1.7E-08	NA	NA	6.1E-09	2.4E-01	1.5E-09
4,4'-DDE (DDE)	0.646	0.05	2.4E-07	NA	NA	8.6E-08	3.4E-01	2.9E-08
4,4'-DDT (DDT)	0.358	0.05	1.3E-07	5.0E-04	2.7E-04	4.8E-08	3.4E-01	1.6E-08
alpha Chlordane	0.00901	0.05	3.4E-09	3.3E-05	1.0E-04	1.2E-09	1.3E+00	1.6E-09
gamma Chlordane	0.0115	0.05	4.3E-09	3.3E-05	1.3E-04	1.5E-09	1.3E+00	2.0E-09
Dieldrin	0.0242	0.05	9.0E-09	5.0E-05	1.8E-04	3.2E-09	1.6E+01	5.1E-08
Endrin	0.0858	0.05	3.2E-08	3.0E-04	1.1E-04	1.1E-08	NA	NA
Methoxychlor	0.231	0.05	8.6E-08	2.0E-05	4.3E-03	3.1E-08	NA	NA
Toxaphene	2.51	0.05	9.3E-07	NA	NA	3.3E-07	1.2E+00	4.0E-07
Total Noncancer Hazard Index ^d =					0.005	Total Lifetime Cancer Risk ^d =		5.0E-07

Equations	
Noncancer Average Daily Dose (ADD) $ADD = (Cs \times SA \times SAF \times ABS_d \times EF \times ED \times CF_{kg/mg}) / (AT_{nc} \times BW)$	Hazard Quotient (HQ) $HQ = ADD / RfDd$
Cancer Lifetime Daily Dose (LDD) $LDD = (Cs \times ED \times SA \times SAF \times ABS_d \times EF \times CF_{kg/mg}) / (AT_c \times BW)$	Excess Cancer Risk (CR) $CR = LDD \times SFd$

Abbreviations:

cm² = centimeter squared
 kg = kilograms
 kg/mg = kilograms per milligram
 mg/cm²-d = milligrams per centimeter squared per day
 mg/kg = milligrams per kilogram
 mg/kg-d = milligrams per kilogram per day
 NA = Not Applicable or Not Available

Parameter	Symbol	Value	Units
Averaging Time - Cancer	AT _c	Table C-2	days
Averaging Time - Noncancer	AT _{nc}	Table C-2	days
Body Weight	BW	Table C-2	kg
Conversion Factor	CF _{kg/mg}	0.000001	kg/mg
Exposure Duration	ED	Table C-2	years
Exposure Frequency	EF	Table C-2	days/year
Soil-to-Skin Adherence Factor	SAF	Table C-2	mg/cm ² -d
Surface Area	SA	Table C-2	cm ²

Footnotes:

- ^a From Table C-1, maximum concentration of constituent detected in soil
^b Dermal Exposure from DTSC, 2015, Department of Toxic Substances Control, Preliminary Endangerment Assessment Guidance Manual, Table 1: Screening Level Dermal Absorption Fractions from Soil. January 1994 (Revised October 2015).
^c From Table C-3.
^d The total noncancer hazard index is the sum of the chemical-specific noncancer hazard and and the total lifetime cancer risk is the sum of the cancer risks.

Table C-10
Inhalation of Fugitive Dust - Site Worker
Screening Human Health Risk Assessment
Proposed School Site at Doris Avenue and N. Patterson Road
Oxnard, California

Constituents	Exposure Point Concentration in Soil ^a	Averaged Air Concentration	Inhalation Chronic Reference Concentration ^b	Hazard Quotient	Lifetime Air Concentration	Inhalation Unit Risk Factor ^b	Incremental Cancer Risk
	Cs	AAC	RfC	HQ	LAC	IUR	CR
	(mg/kg)	(µg/m ³)	(µg/m ³)	(unitless)	(µg/m ³)	(µg/m ³) ⁻¹	(unitless)
Organochlorine Pesticides							
4,4'-DDD (DDD)	0.0461	7.6E-06	NA	NA	2.7E-06	6.9E-05	1.9E-10
4,4'-DDE (DDE)	0.646	1.1E-04	NA	NA	3.8E-05	9.7E-05	3.7E-09
4,4'-DDT (DDT)	0.358	5.9E-05	4.0E-01	1.5E-04	2.1E-05	9.7E-05	2.0E-09
alpha Chlordane	0.00901	1.5E-06	7.0E-01	2.1E-06	5.3E-07	3.4E-04	1.8E-10
gamma Chlordane	0.0115	1.9E-06	7.0E-01	2.7E-06	6.8E-07	3.4E-04	2.3E-10
Dieldrin	0.0242	4.0E-06	NA	NA	1.4E-06	4.6E-03	6.5E-09
Endrin	0.0858	1.4E-05	2.0E-01	7.1E-05	5.0E-06	NA	NA
Methoxychlor	0.231	3.8E-05	1.0E-02	3.8E-03	1.4E-05	NA	NA
Toxaphene	2.51	4.1E-04	NA	NA	1.5E-04	3.4E-04	5.0E-08
Total Noncancer Hazard Index ^c =				4.E-03	Total Lifetime Cancer Risk ^c =		6.E-08

Equations	
Noncancer	
Annual Air Concentration (AAC)	Hazard Quotient (HQ)
$AAC = ((Cs/PEF) \times ET \times EF \times ED \times CF_{\mu g/mg}) / (AT_{nc} \times CF_{hr/d})$	$HQ = AAC / RfC$
Cancer	
Lifetime Air Concentration (LAC)	Excess Cancer Risk (CR)
$LAC = ((Cs/PEF) \times ET \times EF \times ED \times CF_{\mu g/mg}) / (AT_c \times CF_{hr/d})$	$CR = LAC \times IUR$

Abbreviations:

kg = kilograms
m³/kg = cubic meter per kilogram
mg/kg = milligrams per kilogram
NA = Not Applicable or Not Available
µg/m³ = micrograms per cubic meter
µg/mg = micrograms per milligrams

Footnotes:

^a From Table C-1, maximum concentration of constituent detected in soil

^b From Table C-3.

^c The total noncancer hazard index is the sum of the chemical-specific noncancer hazard and and the total lifetime cancer risk is the sum of the cancer risks.

Parameter	Symbol	Value	Units
Averaging Time - Cancer	AT _c	Table C-2	days
Averaging Time - Noncancer	AT _{nc}	Table C-2	days
Conversion Factor	CF _{hr/d}	24	hours/day
Conversion Factor	CF _{µg/mg}	1000	µg/mg
Exposure Duration	ED	Table C-2	years
Exposure Frequency	EF	Table C-2	days/year
Exposure Time	ET	Table C-2	hours/day
Particulate Emission Factor	PEF	Table C-4	m ³ /kg

**Table C-11
Incidental Ingestion of Soil - Student
Screening Human Health Risk Assessment
Proposed School Site at Doris Avenue and N. Patterson Road
Oxnard, California**

Constituents	Exposure Point Concentration in Soil ^a	Average Daily Dose	Oral Chronic Reference Dose ^b	Hazard Quotient	Lifetime Daily Dose	Oral Slope Factor ^b	Incremental Cancer Risk
	Cs	ADD	RfDo	HQ	LDD	SFo	CR
	(mg/kg)	(mg/kg-d)	(mg/kg-d)	(unitless)	(mg/kg-d)	(mg/kg-d) ⁻¹	(unitless)
Organochlorine Pesticides							
4,4'-DDD (DDD)	0.0461	4.7E-08	NA	NA	6.0E-09	2.4E-01	1.4E-09
4,4'-DDE (DDE)	0.646	6.6E-07	NA	NA	8.4E-08	3.4E-01	2.9E-08
4,4'-DDT (DDT)	0.358	3.6E-07	5.0E-04	7.3E-04	4.7E-08	3.4E-01	1.6E-08
alpha Chlordane	0.00901	9.1E-09	3.3E-05	2.8E-04	1.2E-09	1.3E+00	1.5E-09
gamma Chlordane	0.0115	1.2E-08	3.3E-05	3.5E-04	1.5E-09	1.3E+00	1.9E-09
Dieldrin	0.0242	2.5E-08	5.0E-05	4.9E-04	3.2E-09	1.6E+01	5.1E-08
Endrin	0.0858	8.7E-08	3.0E-04	2.9E-04	1.1E-08	NA	NA
Methoxychlor	0.231	2.3E-07	2.0E-05	1.2E-02	3.0E-08	NA	NA
Toxaphene	2.51	2.5E-06	NA	NA	3.3E-07	1.2E+00	3.9E-07
Total Noncancer Hazard Index ^c =				0.014	Total Lifetime Cancer Risk ^c =		4.9E-07

Equations	
Noncancer Average Daily Dose (ADD) $ADD = (Cs \times IngR \times EF \times ED \times FI \times CF_{kg/mg}) / (AT_{nc} \times BW)$	Hazard Quotient (HQ) $HQ = AADD / RfDo$
Cancer Lifetime Daily Dose (LDD) $LDD = (Cs \times IngR \times EF \times ED \times FI \times CF_{kg/mg}) / (AT_c \times BW)$	Excess Cancer Risk (CR) $CR = LADD \times SFo$

Abbreviations:

kg = kilograms
 kg/mg = kilograms per milligram
 mg/day = milligrams per day
 mg/kg = milligrams per kilogram
 mg/kg-d = milligrams per kilogram per day
 NA = Not Applicable or Not Available

Parameter	Symbol	Value	Units
Averaging Time - Cancer	AT _c	Table C-2	days
Averaging Time - Noncancer	AT _{nc}	Table C-2	days
Body Weight	BW	Table C-2	kg
Conversion Factor	CF _{kg/mg}	0.000001	kg/mg
Exposure Duration	ED	Table C-2	years
Exposure Frequency	EF	Table C-2	days/year
Fraction Ingested from Source	FI	1	unitless
Ingestion Rate	IngR	Table C-2	mg/day

Footnotes:

^a From Table C-1, maximum concentration of constituent detected in soil

^b From Table C-6.

^c The total noncancer hazard index is the sum of the chemical-specific noncancer hazard and and the total lifetime cancer risk is the sum of the cancer risks.

Table C-12
Dermal Contact with Soil - Student
Screening Human Health Risk Assessment
Proposed School Site at Doris Avenue and N. Patterson Road
Oxnard, California

Constituents	Exposure Point Concentration in Soil ^a	Dermal Absorption Fraction from Soil ^b	Average Daily Dose	Dermal Chronic Reference Dose ^c	Hazard Quotient	Lifetime Daily Dose	Oral Slope Factor ^c	Incremental Cancer Risk
	Cs	ABS _d	ADD	RfDd	HQ	LDD	SFo	CR
	(mg/kg)	(unitless)	(mg/kg-d)	(mg/kg-d)	(unitless)	(mg/kg-d)	(mg/kg-d) ⁻¹	(unitless)
Organochlorine Pesticides								
4,4'-DDD (DDD)	0.0461	0.05	1.9E-08	NA	NA	2.4E-09	2.4E-01	5.8E-10
4,4'-DDE (DDE)	0.646	0.05	2.6E-07	NA	NA	3.4E-08	3.4E-01	1.2E-08
4,4'-DDT (DDT)	0.358	0.05	1.5E-07	5.0E-04	2.9E-04	1.9E-08	3.4E-01	6.4E-09
alpha Chlordane	0.00901	0.05	3.7E-09	3.3E-05	1.1E-04	4.7E-10	1.3E+00	6.2E-10
gamma Chlordane	0.0115	0.05	4.7E-09	3.3E-05	1.4E-04	6.0E-10	1.3E+00	7.9E-10
Dieldrin	0.0242	0.05	9.9E-09	5.0E-05	2.0E-04	1.3E-09	1.6E+01	2.0E-08
Endrin	0.0858	0.05	3.5E-08	3.0E-04	1.2E-04	4.5E-09	NA	NA
Methoxychlor	0.231	0.05	9.4E-08	2.0E-05	4.7E-03	1.2E-08	NA	NA
Toxaphene	2.51	0.05	1.0E-06	NA	NA	1.3E-07	1.2E+00	1.6E-07
Total Noncancer Hazard Index ^d =					0.006	Total Lifetime Cancer Risk ^d =		2.0E-07

Equations	
Noncancer	
Average Daily Dose (ADD)	Hazard Quotient (HQ)
$ADD = (Cs \times SA \times SAF \times ABS_d \times EF \times ED \times CF_{kg/mg}) / (AT_{nc} \times BW)$	$HQ = ADD / RfDd$
Cancer	
Lifetime Daily Dose (LDD)	Excess Cancer Risk (CR)
$LDD = (Cs \times ED \times SA \times SAF \times ABS_d \times EF \times CF_{kg/mg}) / (AT_c \times BW)$	$CR = LADD \times SFd$

Abbreviations:

cm² = centimeter squared
kg = kilograms
kg/mg = kilograms per milligram
mg/cm²-d = milligrams per centimeter squared per day
mg/kg = milligrams per kilogram
mg/kg-d = milligrams per kilogram per day
NA = Not Applicable or Not Available

Parameter	Symbol	Value	Units
Averaging Time - Cancer	AT _c	Table C-2	days
Averaging Time - Noncancer	AT _{nc}	Table C-2	days
Body Weight	BW	Table C-2	kg
Conversion Factor	CF _{kg/mg}	0.000001	kg/mg
Exposure Duration	ED	Table C-2	years
Exposure Frequency	EF	Table C-2	days/year
Soil-to-Skin Adherence Factor	SAF	Table C-2	mg/cm ² -d
Surface Area	SA	Table C-2	cm ²

Footnotes:

- ^a From Table C-1, maximum concentration of constituent detected in soil
^b Dermal Exposure from DTSC, 2015, Department of Toxic Substances Control, Preliminary Endangerment Assessment Guidance Manual, Table 1: Screening Level Dermal Absorption Fractions from Soil. January 1994 (Revised October 2015).
^c From Table C-3.
^d The total noncancer hazard index is the sum of the chemical-specific noncancer hazard and and the total lifetime cancer risk is the sum of the cancer risks.

Table C-13
Inhalation of Fugitive Dust - Student
Screening Human Health Risk Assessment
Proposed School Site at Doris Avenue and N. Patterson Road
Oxnard, California

Constituents	Exposure Point Concentration in Soil ^a	Averaged Air Concentration	Inhalation Chronic Reference Concentration ^b	Hazard Quotient	Lifetime Air Concentration	Inhalation Unit Risk Factor ^b	Incremental Cancer Risk
	Cs	AAC	RfC	HQ	LAC	IUR	CR
	(mg/kg)	(µg/m ³)	(µg/m ³)	(unitless)	(µg/m ³)	(µg/m ³) ⁻¹	(unitless)
Organochlorine Pesticides							
4,4'-DDD (DDD)	0.0461	7.6E-06	NA	NA	2.7E-06	6.9E-05	1.9E-10
4,4'-DDE (DDE)	0.646	1.1E-04	NA	NA	3.8E-05	9.7E-05	3.7E-09
4,4'-DDT (DDT)	0.358	5.9E-05	4.0E-01	1.5E-04	2.1E-05	9.7E-05	2.0E-09
alpha Chlordane	0.00901	1.5E-06	7.0E-01	2.1E-06	5.3E-07	3.4E-04	1.8E-10
gamma Chlordane	0.0115	1.9E-06	7.0E-01	2.7E-06	6.8E-07	3.4E-04	2.3E-10
Dieldrin	0.0242	4.0E-06	NA	NA	1.4E-06	4.6E-03	6.5E-09
Endrin	0.0858	1.4E-05	2.0E-01	7.1E-05	5.0E-06	NA	NA
Methoxychlor	0.231	3.8E-05	1.0E-02	3.8E-03	1.4E-05	NA	NA
Toxaphene	2.51	4.1E-04	NA	NA	1.5E-04	3.4E-04	5.0E-08
Total Noncancer Hazard Index ^c =				4.E-03	Total Lifetime Cancer Risk ^c =		6.E-08

Equations	
Noncancer	
Annual Air Concentration (AAC)	Hazard Quotient (HQ)
$AAC = ((Cs/PEF) \times ET \times EF \times ED \times CF_{\mu g/mg}) / (AT_{nc} \times CF_{hr/d})$	$HQ = AAC / RfC$
Cancer	
Lifetime Air Concentration (LAC)	Excess Cancer Risk (CR)
$LAC = ((Cs/PEF) \times ET \times EF \times ED \times CF_{\mu g/mg}) / (AT_c \times CF_{hr/d})$	$CR = LAC \times IUR$

Abbreviations:

kg = kilograms
m³/kg = cubic meter per kilogram
mg/kg = milligrams per kilogram
NA = Not Applicable or Not Available
µg/m³ = micrograms per cubic meter
µg/mg = micrograms per milligrams

Footnotes:

^a From Table C-1, maximum concentration of constituent detected in soil

^b From Table C-3.

^c The total noncancer hazard index is the sum of the chemical-specific noncancer hazard and and the total lifetime cancer risk is the sum of the cancer risks.

Parameter	Symbol	Value	Units
Averaging Time - Cancer	AT _c	Table C-2	days
Averaging Time - Noncancer	AT _{nc}	Table C-2	days
Conversion Factor	CF _{hr/d}	24	hours/day
Conversion Factor	CF _{µg/mg}	1000	µg/mg
Exposure Duration	ED	Table C-2	years
Exposure Frequency	EF	Table C-2	days/year
Exposure Time	ET	Table C-2	hours/day
Particulate Emission Factor	PEF	Table C-4	m ³ /kg

Table C-14
Incidental Ingestion of Soil - Construction Worker
Screening Human Health Risk Assessment
Proposed School Site at Doris Avenue and N. Patterson Road
Oxnard, California

Constituents	Exposure Point Concentration in Soil ^a	Average Daily Dose	Oral Chronic Reference Dose ^b	Hazard Quotient	Lifetime Daily Dose	Oral Slope Factor ^b	Incremental Cancer Risk
	Cs	ADD	RfDo	HQ	LDD	SFo	CR
	(mg/kg)	(mg/kg-d)	(mg/kg-d)	(unitless)	(mg/kg-d)	(mg/kg-d) ⁻¹	(unitless)
Organochlorine Pesticides							
4,4'-DDD (DDD)	0.0461	1.3E-07	NA	NA	1.9E-09	2.4E-01	4.5E-10
4,4'-DDE (DDE)	0.646	1.8E-06	NA	NA	2.6E-08	3.4E-01	8.9E-09
4,4'-DDT (DDT)	0.358	1.0E-06	5.0E-04	2.0E-03	1.4E-08	3.4E-01	4.9E-09
alpha Chlordane	0.00901	2.5E-08	3.3E-05	7.7E-04	3.6E-10	1.3E+00	4.7E-10
gamma Chlordane	0.0115	3.2E-08	3.3E-05	9.8E-04	4.6E-10	1.3E+00	6.0E-10
Dieldrin	0.0242	6.8E-08	5.0E-05	1.4E-03	9.8E-10	1.6E+01	1.6E-08
Endrin	0.0858	2.4E-07	3.0E-04	8.1E-04	3.5E-09	NA	NA
Methoxychlor	0.231	6.5E-07	2.0E-05	3.3E-02	9.3E-09	NA	NA
Toxaphene	2.51	7.1E-06	NA	NA	1.0E-07	1.2E+00	1.2E-07
Total Noncancer Hazard Index ^c =				0.039	Total Lifetime Cancer Risk ^c =		1.5E-07

Equations	
Noncancer	
Average Daily Dose (ADD)	Hazard Quotient (HQ)
$ADD = (Cs \times IngR \times EF \times ED \times FI \times CF_{kg/mg}) / (AT_{nc} \times BW)$	$HQ = AADD / RfDo$
Cancer	
Lifetime Daily Dose (LDD)	Excess Cancer Risk (CR)
$LDD = (Cs \times IngR \times EF \times ED \times FI \times CF_{kg/mg}) / (AT_c \times BW)$	$CR = LADD \times SFo$

Abbreviations:

kg = kilograms
 kg/mg = kilograms per milligram
 mg/day = milligrams per day
 mg/kg = milligrams per kilogram
 mg/kg-d = milligrams per kilogram per day
 NA = Not Applicable or Not Available

Footnotes:

^a From Table C-1, maximum concentration of constituent detected in soil

^b From Table C-3.

^c The total noncancer hazard index is the sum of the chemical-specific noncancer hazard and and the total lifetime cancer risk is the sum of the cancer risks.

Parameter	Symbol	Value	Units
Averaging Time - Cancer	AT _c	Table C-2	days
Averaging Time - Noncancer	AT _{nc}	Table C-2	days
Body Weight	BW	Table C-2	kg
Conversion Factor	CF _{kg/mg}	0.000001	kg/mg
Exposure Duration	ED	Table C-2	years
Exposure Frequency	EF	Table C-2	days/year
Fraction Ingested from Source	FI	1	unitless
Ingestion Rate	IngR	Table C-2	mg/day

Table C-15
Dermal Contact with Soil - Construction Worker
Screening Human Health Risk Assessment
Proposed School Site at Doris Avenue and N. Patterson Road
Oxnard, California

Constituents	Exposure Point Concentration in Soil ^a	Dermal Absorption Fraction from Soil ^b	Average Daily Dose	Dermal Chronic Reference Dose ^c	Hazard Quotient	Lifetime Daily Dose	Oral Slope Factor ^c	Incremental Cancer Risk
	Cs	ABS _d	ADD	RfDd	HQ	LDD	SFo	CR
	(mg/kg)	(unitless)	(mg/kg-d)	(mg/kg-d)	(unitless)	(mg/kg-d)	(mg/kg-d) ⁻¹	(unitless)
Organochlorine Pesticides								
4,4'-DDD (DDD)	0.0461	0.05	9.5E-08	NA	NA	1.4E-09	2.4E-01	3.3E-10
4,4'-DDE (DDE)	0.646	0.05	1.3E-06	NA	NA	1.9E-08	3.4E-01	6.5E-09
4,4'-DDT (DDT)	0.358	0.05	7.4E-07	5.0E-04	1.5E-03	1.1E-08	3.4E-01	3.6E-09
alpha Chlordane	0.00901	0.05	1.9E-08	3.3E-05	5.6E-04	2.7E-10	1.3E+00	3.5E-10
gamma Chlordane	0.0115	0.05	2.4E-08	3.3E-05	7.2E-04	3.4E-10	1.3E+00	4.4E-10
Dieldrin	0.0242	0.05	5.0E-08	5.0E-05	1.0E-03	7.1E-10	1.6E+01	1.1E-08
Endrin	0.0858	0.05	1.8E-07	3.0E-04	5.9E-04	2.5E-09	NA	NA
Methoxychlor	0.231	0.05	4.8E-07	2.0E-05	2.4E-02	6.8E-09	NA	NA
Toxaphene	2.51	0.05	5.2E-06	NA	NA	7.4E-08	1.2E+00	8.9E-08
Total Noncancer Hazard Index ^d =					0.028	Total Lifetime Cancer Risk ^d =		1.E-07

Equations	
Noncancer	
Average Daily Dose (ADD)	Hazard Quotient (HQ)
$ADD = (Cs \times SA \times SAF \times ABS_d \times EF \times ED \times CF_{kg/mg}) / (AT_{nc} \times BW)$	$HQ = AADD / RfDd$
Cancer	
Lifetime Daily Dose (LDD)	Excess Cancer Risk (CR)
$LDD = (Cs \times ED \times SA \times SAF \times ABS_d \times EF \times CF_{kg/mg}) / (AT_c \times BW)$	$CR = LADD \times SFd$

Abbreviations:

cm² = centimeter squared
kg = kilograms
kg/mg = kilograms per milligram
mg/cm²-d = milligrams per centimeter squared per day
mg/kg = milligrams per kilogram
mg/kg-d = milligrams per kilogram per day
NA = Not Applicable or Not Available

Parameter	Symbol	Value	Units
Averaging Time - Cancer	AT _c	Table C-2	days
Averaging Time - Noncancer	AT _{nc}	Table C-2	days
Body Weight	BW	Table C-2	kg
Conversion Factor	CF _{kg/mg}	0.000001	kg/mg
Exposure Duration	ED	Table C-2	years
Exposure Frequency	EF	Table C-2	days/year
Soil-to-Skin Adherence Factor	SAF	Table C-2	mg/cm ² -d
Surface Area	SA	Table C-2	cm ²

Footnotes:

- ^a From Table C-1, maximum concentration of constituent detected in soil
^b Dermal Exposure from DTSC, 2015, Department of Toxic Substances Control, Preliminary Endangerment Assessment Guidance Manual, Table 1: Screening Level Dermal Absorption Fractions from Soil. January 1994 (Revised October 2015).
^c From Table C-3.
^d The total noncancer hazard index is the sum of the chemical-specific noncancer hazard and and the total lifetime cancer risk is the sum of the cancer risks.

Table C-16
Inhalation of Fugitive Dust - Construction Worker
Screening Human Health Risk Assessment
Proposed School Site at Doris Avenue and N. Patterson Road
Oxnard, California

Constituents	Exposure Point Concentration in Soil ^a	Averaged Air Concentration	Inhalation Chronic Reference Concentration ^b	Hazard Quotient	Lifetime Air Concentration	Inhalation Unit Risk Factor ^b	Incremental Cancer Risk
	Cs	AAC	RfC	HQ	LAC	IUR	CR
	(mg/kg)	(µg/m ³)	(µg/m ³)	(unitless)	(µg/m ³)	(µg/m ³) ⁻¹	(unitless)
Organochlorine Pesticides							
4,4'-DDD (DDD)	0.0461	1.1E-05	NA	NA	1.5E-07	6.9E-05	1.0E-11
4,4'-DDE (DDE)	0.646	1.5E-04	NA	NA	2.1E-06	9.7E-05	2.0E-10
4,4'-DDT (DDT)	0.358	8.2E-05	4.0E-01	2.0E-04	1.2E-06	9.7E-05	1.1E-10
alpha Chlordane	0.00901	2.1E-06	7.0E-01	2.9E-06	2.9E-08	3.4E-04	1.0E-11
gamma Chlordane	0.0115	2.6E-06	7.0E-01	3.8E-06	3.8E-08	3.4E-04	1.3E-11
Dieldrin	0.0242	5.5E-06	NA	NA	7.9E-08	4.6E-03	3.6E-10
Endrin	0.0858	2.0E-05	2.0E-01	9.8E-05	2.8E-07	NA	NA
Methoxychlor	0.231	5.3E-05	1.0E-02	5.3E-03	7.5E-07	NA	NA
Toxaphene	2.51	5.7E-04	NA	NA	8.2E-06	3.4E-04	2.8E-09
Total Noncancer Hazard Index ^c =				6.E-03	Total Lifetime Cancer Risk ^c =		3.5E-09

Equations	
Noncancer	
Averaged Air Concentration (AAC)	Hazard Quotient (HQ)
$AAC = ((Cs/PEF) \times ET \times EF \times ED \times CF_{\mu g/mg}) / (AT_{nc} \times CF_{hr/d})$	$HQ = AAC / RfC$
Cancer	
Lifetime Air Concentration (LAC)	Excess Cancer Risk (CR)
$LAC = ((Cs/PEF) \times ET \times EF \times ED \times CF_{\mu g/mg}) / (AT_c \times CF_{hr/d})$	$CR = LAC \times IUR$

Abbreviations:

kg = kilograms
m³/kg = cubic meter per kilogram
mg/kg = milligrams per kilogram
NA = Not Applicable or Not Available
µg/m³ = micrograms per cubic meter
µg/mg = micrograms per milligrams

Parameter	Symbol	Value	Units
Averaging Time - Cancer	AT _c	Table C-2	days
Averaging Time - Noncancer	AT _{nc}	Table C-2	days
Conversion Factor	CF _{hr/d}	24	hours/day
Conversion Factor	CF _{µg/mg}	1000	µg/mg
Exposure Duration	ED	Table C-2	years
Exposure Frequency	EF	Table C-2	days/year
Exposure Time	ET	Table C-2	hours/day
Particulate Emission Factor	PEF	Table C-4	m ³ /kg

Footnotes:

^a From Table C-1, maximum concentration of constituent detected in soil

^b From Table C-3.

^c The total noncancer hazard index is the sum of the chemical-specific noncancer hazard and and the total lifetime cancer risk is the sum of the cancer risks.

Table C-17
Summary of Noncancer Hazards for Residential Receptors
Screening Human Health Risk Assessment
Proposed School Site at Doris Avenue and N. Patterson Road
Oxnard, California

Constituents	Incidental Ingestion of Soil	Dermal Contact with Soil	Inhalation of Fugitive Dust	Cumulative Hazard Index
Organochlorine Pesticides				
4,4'-DDD (DDD)	NA	NA	NA	NA
4,4'-DDE (DDE)	NA	NA	NA	NA
4,4'-DDT (DDT)	9.2E-03	1.3E-03	8.6E-04	0.011
alpha Chlordane	3.5E-03	5.1E-04	1.2E-05	0.0040
gamma Chlordane	4.5E-03	6.5E-04	1.6E-05	0.0051
Dieldrin	6.2E-03	9.0E-04	NA	0.0071
Endrin	3.7E-03	5.3E-04	4.1E-04	0.0046
Methoxychlor	1.5E-01	2.1E-02	2.2E-02	0.19
Toxaphene	NA	NA	NA	NA
Total Noncancer Hazard Index ^[1]	0.17	0.025	2.E-02	0.22
<p>Abbreviations: NA = Not Applicable or Not Available ^[1] - Cumulative Hazard Index based on the sum of all exposure pathways. All hazard indices based on maximum detected concentrations of constituents in soil</p>				

Table C-18
Summary of Cancer Risks for Residential Receptors
Screening Human Health Risk Assessment
Proposed School Site at Doris Avenue and N. Patterson Road
Oxnard, California

Constituents	Incidental Ingestion of Soil	Dermal Contact with Soil	Inhalation of Fugitive Dust	Cumulative Cancer Risk
Organochlorine Pesticides				
4,4'-DDD (DDD)	1.6E-08	2.6E-09	1.1E-09	2.0E-08
4,4'-DDE (DDE)	3.2E-07	5.1E-08	2.2E-08	3.9E-07
4,4'-DDT (DDT)	1.8E-07	2.8E-08	1.2E-08	2.2E-07
alpha Chlordane	1.7E-08	2.7E-09	1.1E-09	2.1E-08
gamma Chlordane	2.2E-08	3.5E-09	1.4E-09	2.6E-08
Dieldrin	5.6E-07	9.0E-08	4.0E-08	6.9E-07
Endrin	NA	NA	NA	NA
Methoxychlor	NA	NA	NA	NA
Toxaphene	4.3E-06	7.0E-07	3.0E-07	5.3E-06
Total Cancer Risk ^[1]	5.4E-06	8.7E-07	3.8E-07	6.7E-06
<p>Abbreviations: NA = Not Applicable or Not Available ^[1] - Cumulative cancer risk based on the sum of all exposure pathways. All risk estimates based on maximum detected concentrations of constituents in soil</p>				

Table C-19
Summary of Noncancer Hazards for Site Worker
Screening Human Health Risk Assessment
Proposed School Site at Doris Avenue and N. Patterson Road
Oxnard, California

Constituents	Incidental Ingestion of Soil	Dermal Contact with Soil	Inhalation of Fugitive Dust	Cumulative Hazard Index
Organochlorine Pesticides				
4,4'-DDD (DDD)	NA	NA	NA	NA
4,4'-DDE (DDE)	NA	NA	NA	NA
4,4'-DDT (DDT)	4.4E-04	2.7E-04	1.5E-04	0.0009
alpha Chlordane	1.7E-04	1.0E-04	2.1E-06	0.00027
gamma Chlordane	2.1E-04	1.3E-04	2.7E-06	0.00035
Dieldrin	3.0E-04	1.8E-04	NA	0.00048
Endrin	1.8E-04	1.1E-04	7.1E-05	0.00035
Methoxychlor	7.1E-03	4.3E-03	3.8E-03	0.015
Toxaphene	NA	NA	NA	NA
Total Noncancer Hazard Index ^[1]	0.008	0.0051	4.E-03	0.018
<p>Abbreviations: NA = Not Applicable or Not Available ^[1] - Cumulative Hazard Index based on the sum of all exposure pathways. All hazard indices based on maximum detected concentrations of constituents in soil</p>				

Table C-20
Summary of Cancer Risks for Site Worker
Screening Human Health Risk Assessment
Proposed School Site at Doris Avenue and N. Patterson Road
Oxnard, California

Constituents	Incidental Ingestion of Soil	Dermal Contact with Soil	Inhalation of Fugitive Dust	Cumulative Cancer Risk
Organochlorine Pesticides				
4,4'-DDD (DDD)	2.4E-09	1.5E-09	1.9E-10	4.1E-09
4,4'-DDE (DDE)	4.8E-08	2.9E-08	3.7E-09	8.1E-08
4,4'-DDT (DDT)	2.7E-08	1.6E-08	2.0E-09	4.5E-08
alpha Chlordane	2.6E-09	1.6E-09	1.8E-10	4.3E-09
gamma Chlordane	3.3E-09	2.0E-09	2.3E-10	5.5E-09
Dieldrin	8.5E-08	5.1E-08	6.5E-09	1.4E-07
Endrin	NA	NA	NA	NA
Methoxychlor	NA	NA	NA	NA
Toxaphene	6.6E-07	4.0E-07	5.0E-08	1.1E-06
Total Cancer Risk ^[1]	8.3E-07	5.0E-07	6.3E-08	1.4E-06
<p>Abbreviations: NA = Not Applicable or Not Available ^[1] - Cumulative cancer risk based on the sum of all exposure pathways. All risk estimates based on maximum detected concentrations of constituents in soil</p>				

Table C-21
Summary of Noncancer Hazards for Student
Screening Human Health Risk Assessment
Proposed School Site at Doris Avenue and N. Patterson Road
Oxnard, California

Constituents	Incidental Ingestion of Soil	Dermal Contact with Soil	Inhalation of Fugitive Dust	Cumulative Hazard Index
Organochlorine Pesticides				
4,4'-DDD (DDD)	NA	NA	NA	NA
4,4'-DDE (DDE)	NA	NA	NA	NA
4,4'-DDT (DDT)	7.3E-04	2.9E-04	1.5E-04	0.0012
alpha Chlordane	2.8E-04	1.1E-04	2.1E-06	0.00039
gamma Chlordane	3.5E-04	1.4E-04	2.7E-06	0.00050
Dieldrin	4.9E-04	2.0E-04	NA	0.00069
Endrin	2.9E-04	1.2E-04	7.1E-05	0.00048
Methoxychlor	1.2E-02	4.7E-03	3.8E-03	0.020
Toxaphene	NA	NA	NA	NA
Total Noncancer Hazard Index ^[1]	0.014	0.0056	4.E-03	0.023
<p>Abbreviations: NA = Not Applicable or Not Available ^[1] - Cumulative Hazard Index based on the sum of all exposure pathways. All hazard indices based on maximum detected concentrations of constituents in soil</p>				

Table C-22
Summary of Cancer Risks for Student
Screening Human Health Risk Assessment
Proposed School Site at Doris Avenue and N. Patterson Road
Oxnard, California

Constituents	Incidental Ingestion of Soil	Dermal Contact with Soil	Inhalation of Fugitive Dust	Cumulative Cancer Risk
Organochlorine Pesticides				
4,4'-DDD (DDD)	1.4E-09	5.8E-10	1.9E-10	2.2E-09
4,4'-DDE (DDE)	2.9E-08	1.2E-08	3.7E-09	4.4E-08
4,4'-DDT (DDT)	1.6E-08	6.4E-09	2.0E-09	2.4E-08
alpha Chlordane	1.5E-09	6.2E-10	1.8E-10	2.3E-09
gamma Chlordane	1.9E-09	7.9E-10	2.3E-10	3.0E-09
Dieldrin	5.1E-08	2.0E-08	6.5E-09	7.7E-08
Endrin	NA	NA	NA	NA
Methoxychlor	NA	NA	NA	NA
Toxaphene	3.9E-07	1.6E-07	5.0E-08	6.0E-07
Total Cancer Risk ^[1]	4.9E-07	2.0E-07	6.3E-08	7.5E-07
<p>Abbreviations: NA = Not Applicable or Not Available ^[1] - Cumulative cancer risk based on the sum of all exposure pathways. All risk estimates based on maximum detected concentrations of constituents in soil</p>				

Table C-23
Summary of Noncancer Hazards for Construction Worker
Screening Human Health Risk Assessment
Proposed School Site at Doris Avenue and N. Patterson Road
Oxnard, California

Constituents	Incidental Ingestion of Soil	Dermal Contact with Soil	Inhalation of Fugitive Dust	Cumulative Hazard Index
Organochlorine Pesticides				
4,4'-DDD (DDD)	NA	NA	NA	NA
4,4'-DDE (DDE)	NA	NA	NA	NA
4,4'-DDT (DDT)	2.E-03	1.E-03	2.E-04	0.0037
alpha Chlordane	8.E-04	6.E-04	3.E-06	0.0013
gamma Chlordane	1.E-03	7.E-04	4.E-06	0.0017
Dieldrin	1.E-03	1.E-03	NA	0.0024
Endrin	8.E-04	6.E-04	1.E-04	0.0015
Methoxychlor	3.E-02	2.E-02	5.E-03	0.062
Toxaphene	NA	NA	NA	NA
Total Noncancer Hazard Index ^[1]	0.039	0.028	6.E-03	0.072
<p>Abbreviations: NA = Not Applicable or Not Available ^[1] - Cumulative Hazard Index based on the sum of all exposure pathways. All hazard indices based on maximum detected concentrations of constituents in soil</p>				

Table C-24
Summary of Cancer Risks for Construction Worker
Screening Human Health Risk Assessment
Proposed School Site at Doris Avenue and N. Patterson Road
Oxnard, California

Constituents	Incidental Ingestion of Soil	Dermal Contact with Soil	Inhalation of Fugitive Dust	Cumulative Cancer Risk
Organochlorine Pesticides				
4,4'-DDD (DDD)	4.5E-10	3.3E-10	1.0E-11	7.8E-10
4,4'-DDE (DDE)	8.9E-09	6.5E-09	2.0E-10	1.6E-08
4,4'-DDT (DDT)	4.9E-09	3.6E-09	1.1E-10	8.6E-09
alpha Chlordane	4.7E-10	3.5E-10	1.0E-11	8.3E-10
gamma Chlordane	6.0E-10	4.4E-10	1.3E-11	1.1E-09
Dieldrin	1.6E-08	1.1E-08	3.6E-10	2.7E-08
Endrin	NA	NA	NA	NA
Methoxychlor	NA	NA	NA	NA
Toxaphene	1.2E-07	8.9E-08	2.8E-09	2.1E-07
Total Cancer Risk ^[1]	1.5E-07	1.1E-07	3.5E-09	2.7E-07
<p>Abbreviations: NA = Not Applicable or Not Available ^[1] - Cumulative cancer risk based on the sum of all exposure pathways. All risk estimates based on maximum detected concentrations of constituents in soil</p>				

Table C-25
Summary of Noncancer Hazard Indices and Cancer Risks
Screening Human Health Risk Assessment
Proposed School Site at Doris Avenue and N. Patterson Road
Oxnard, California

Receptor	Hazard Index ^[1]	Lifetime Incremental Cancer Risk ^[1]
Residential	0.22	6.7E-06
Site Worker	0.018	1.4E-06
Site Student	0.023	7.5E-07
Construction Worker	0.072	2.7E-07
Notes:		
<p>^[1] - Cumulative hazard index and cancer risk based on the sum of all exposure pathways and all COPCs.</p> <p>Cumulative hazard indices and risks based on maximum detected concentrations of constituents in soil.</p>		

APPENDIX D
ECOLOGICAL SCREENING EVALUATION



Rincon Consultants, Inc.

180 North Ashwood Avenue
Ventura, California 93003

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www.rinconconsultants.com

January 31, 2017
Project No: 17-03734

Greg Buchanan
ATC Group Services, LLC
25 Cupania Circle
Monterey Park, CA, 91755
Via email: greg.buchanan@atcassociates.com

Subject: Ecological Screening Evaluation for the New Elementary and Middle School Project,
Oxnard, Ventura County, California

Dear Mr. Buchanan:

Rincon Consultants, Inc. (Rincon) is pleased to submit this Ecological Screening Evaluation for the New Elementary and Middle School Project (Project) located in Oxnard, Ventura County, California. This evaluation was conducted in response to Department of Toxic Substances Control comments on the Draft Endangerment Assessment Workplan. Ecological exposure pathways for each chemical of potential concern occurring onsite were also evaluated.

Project Description

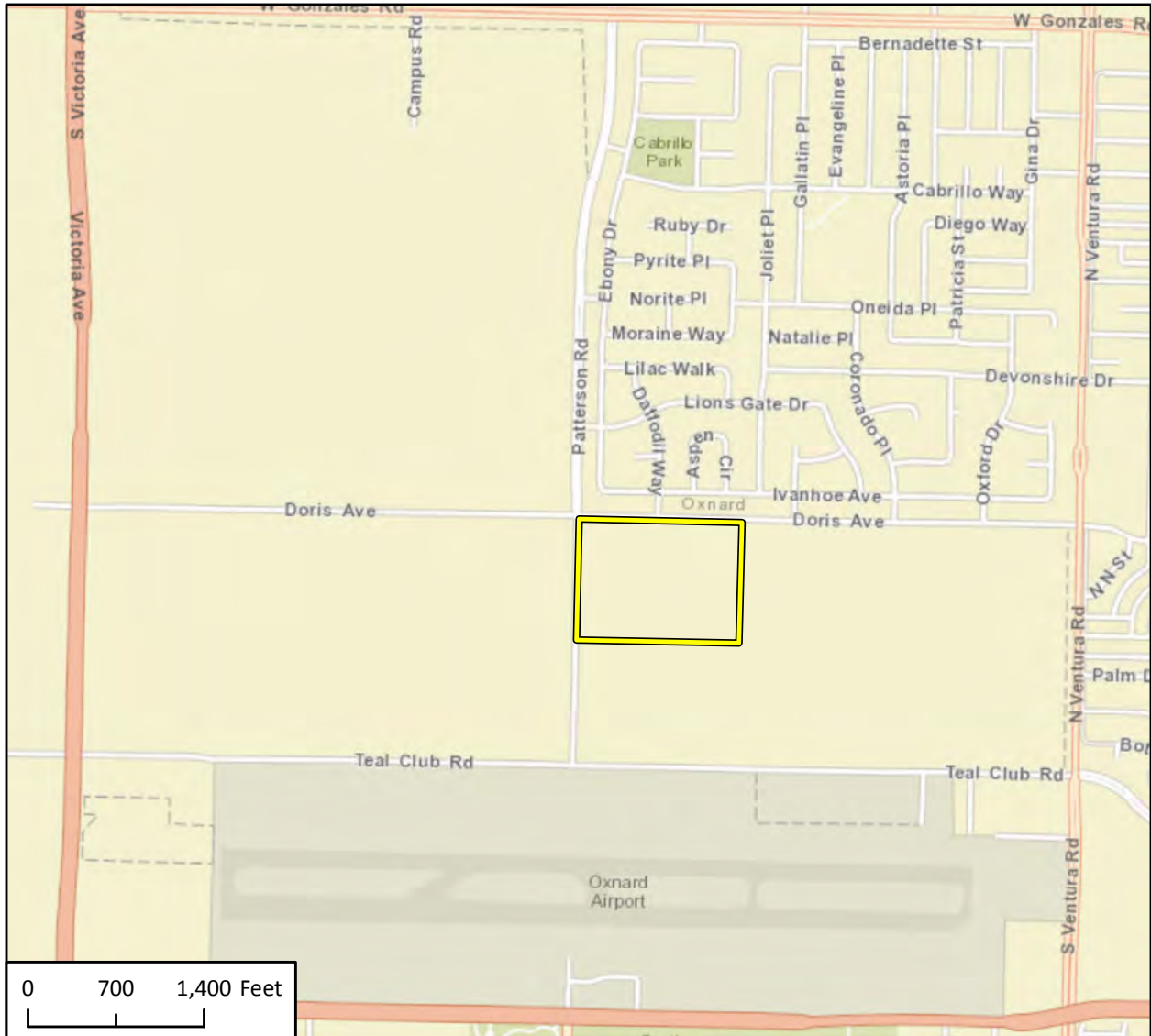
The project is located at the southeast corner of Doris Avenue and Patterson Road in the City of Oxnard, California (Figure 1). The project site is bordered by Doris Avenue and residential neighborhoods to the north, Patterson Road and agricultural fields to the west, and unnamed dirt roads and agricultural fields to the east and south. The project includes the development of approximately 25 acres of agricultural land (historic and current use) for new elementary and middle schools. The project site is depicted in the Township 1 North and Range 21 West of the U.S. Geological Survey (USGS) Oxnard California 7.5-minute topographic quadrangle.

Literature Review

As part of the Ecological Screening Assessment, and to characterize the existing biological resources onsite and in the immediate vicinity, current and historic aerial photographs, topographic maps, soil survey maps, geologic maps, and climatic data related to the site and vicinity were reviewed.

Rincon conducted a search and review of the California Department of Fish and Wildlife (CDFW) California Natural Diversity Data Base (CNDDDB) and Biogeographic Information and Observation System (BIOS), as well as the USFWS Critical Habitat Portal and National Marine Fisheries Service (NMFS) designated Critical Habitat data, to determine if there were any recorded observations of special status species, habitats, or other special status biological resources within the vicinity of the project site. Other resources reviewed include the California Native Plant Society (CNPS) online Inventory of Rare and Endangered Plants of California, CDFW Special Animals List and Special Vascular Plants, Bryophytes, and Lichens List, and USFWS National Wetlands Inventory online mapper.

ATC Group Service, LLC
New Elementary and Middle School Project



Imagery provided by ESRI and its licensors © 2016.

★ Project Location



Project Location

Figure 1

Biological Survey and Habitat Evaluation

Following the review of existing information, Rincon conducted a reconnaissance-level field survey on January 10, 2017, to identify flora and fauna within the proposed project site and to characterize the habitat present onsite. All biological resources, plant communities and habitat types within and adjacent to the project site, incidental observations of wildlife and botanical species, and other project features were recorded. Particular attention was given to identify the presence, or potential presence, of special status species as well as to identify any surface features that could transport contaminants (pathway assessment).

The identification of potentially suitable habitat for special status species was based on a suitability analysis level only and did not include definitive surveys (e.g., focused protocol-level plant or wildlife surveys) for the presence or absence of any species that may be present. The pathway assessment was based on physical transport of contaminants through any potential surface feature. A formal wetland and/or waters of the U.S. and State delineation(s) was not included as a component of the assessment.

Results

The project site is currently being used to grow cilantro (*Coriandrum sativum*) and was historically used to grow a variety of agricultural crops. Due to the current and historical agricultural land use, native plant and wildlife species occurring onsite are limited, and common species expected to occur in this type of environment were observed. No special status species or suitable habitat for special status species were observed during the survey. The site is not mapped as a wildlife corridor, nursery site, critical habitat, or wetland. Plant species observed onsite include lamb's quarters (*Chenopodium album*), sow thistle (*Sonchus oleraceus*), cheeseweed mallow (*Malva parviflora*), Shepherd's purse (*Capsella bursa-pastoris*), mustard (*Brassica* sp.), common purslane (*Portulaca oleracea*), filaree (*Erodium* sp.), cabbage (*Brassica* sp.), cilantro, nettle species, and non-native grass (*Bromus* sp.). Plant species observed, aside from the cilantro crop, are species that typically become established in disturbed/ruderal environments. These plant species were sparsely located throughout the site and did not contribute to any substantial habitat or biological value. Wildlife observed onsite and adjacent to the site include house finch (*Haemorhous mexicanus*), yellow-rumped warbler (*Setophaga coronata*), Eurasian collared dove (*Streptopelia decaocto*), American crow (*Corvus brachyrhynchos*), black phoebe (*Sayornis nigricans*), and California towhee (*Melospiza crissalis*). Wildlife species occurring onsite, primarily birds, were observed foraging among the cilantro plants and drinking water that originated from field irrigation. Although not observed, reptiles such as the western fence lizard (*Sceloporus occidentalis*) and mammals such as the house mouse (*Mus musculus*) may also occur onsite.

All wildlife species observed onsite are commonly observed in urban and agricultural environments and are highly mobile. Although the site provides somewhat limited foraging habitat for wildlife, it does not provide natural or sensitive wildlife habitat. Wildlife species observed will readily use adjacent lands for foraging, breeding, nesting, etc. Additionally, due to the frequent tilling of the project site for agriculture, no wildlife burrows or burrowing animals were observed. The nearest natural wildlife habitat to the project site occurs approximately 1.75 miles north in the Santa Clara River.

Ecological Pathway Assessment

A complete exposure pathway includes the following elements: source of contaminant, transport media, exposure point, exposure route, and receptor population. Undisturbed natural habitat, perennial surface water bodies, and sensitive riparian habitats do not occur onsite or adjacent to the site. Due to the lack of undisturbed natural habitat, perennial surface water bodies, and sensitive riparian habitat, sensitive

biological resources are not expected to occur. Therefore, a complete exposure pathway, via soil or surface flow, to wildlife and plant species and their habitats does not occur.

Conclusion

As previously mentioned, the project site and adjacent lands were historically used for agriculture and no sensitive biological resources are expected to occur on, or adjacent to, the site, primarily due to lack of undisturbed natural habitat. Therefore, the proposed project is not expected to result in potential contaminant exposure to wildlife, plants, or habitat.

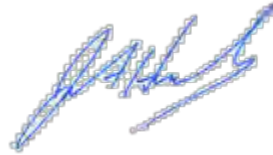
Rincon Consultants, Inc., on behalf of ATC Group Service, LLC, is committed to providing exceptional environmental consulting services for this project. Please contact us if you have any questions or need any additional information.

Sincerely,

Rincon Consultants, Inc.



James Rasico, CISEC
Associate Biologist



John Hindley, PhD
Senior Biologist



Matthew Rodriguez
Secretary for
Environmental Protection



Department of Toxic Substances Control

Barbara A. Lee, Director
5796 Corporate Avenue
Cypress, California 90630



Edmund G. Brown Jr.
Governor

May 4, 2017

Ms. Lisa Cline
Deputy Superintendent
Business and Fiscal Services
1051 South A Street
Oxnard, California 93030

APPROVAL OF PRELIMINARY ENVIRONMENTAL ASSESSMENT REPORT –
PROPOSED NEW ELEMENTARY AND MIDDLE SCHOOLS, SOUTHEAST CORNER
OF DORIS AVENUE AND PATTERSON ROAD, OXNARD, CALIFORNIA 93030
(SITE CODE: 304663)

Dear Ms. Cline:

The Department of Toxic Substances Control (DTSC) reviewed the Preliminary Endangerment Assessment Report (PEA) prepared by ATC Group Services LLC on behalf of the Oxnard School District (District), dated March 29, 2017 and received electronically on April 14, 2017. The PEA was revised in response to DTSC comments on the Draft version forwarded in a letter dated March 15, 2017, and subsequent comments forwarded electronically on March 29, 2017 and April 12, 2017. The PEA includes site background information, and presents investigation results and conclusions and recommendations based on a risk screening evaluation at the proposed new elementary and middle schools site (Site).

In addition, the District notified DTSC on April 27, 2017 that it has complied with all public review and comment requirements for the PEA pursuant to Option A (Ed. Code § 17213.1, subd. (a)(6)(A)). The District made the PEA available for public review and comment from March 23 through April 24, 2017 and a public hearing was held on April 19, 2017. No public comments were received regarding the PEA.

According to the PEA, the proposed 25-acre school site, depicted on the figure enclosed herein, is located at the southeast corner of Doris Avenue and Patterson Road in the City of Oxnard, California. According to the Phase I Environmental Site Assessment, the area was used for agriculture from 1940 to present. A closed Leaking Underground Storage Tank (LUST) site is located approximately 2,000 feet east of the site, which received regulatory closure in 1998. A plugged and inactive oil well is located approximately 475 feet south of the Site. The Site is bordered by residential

Ms. Lisa Cline
May 4, 2017
Page 2

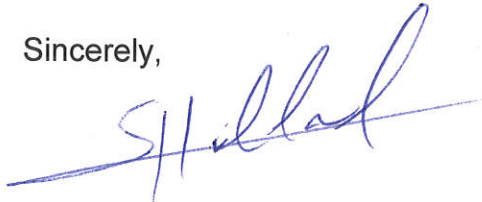
development on the north, and agricultural land on the east, west, and north. To evaluate the impact from residual agricultural chemicals and the off-site oil well, the Site was investigated for organochlorine pesticides (OCPs) and metals in soil, and methane and hydrogen sulfide in soil gas.

Based on information presented in the PEA, Toxaphene was the only constituent detected at concentrations in excess of the risk screening levels. Risk screening evaluation using school based scenario indicate that the Site does not pose a significant risk to students and staff, and is suitable for use as a school. Risk screening using residential based scenario indicate potential risk to future residents. The PEA Report recommends land use covenant (LUC) to limit the Site's future use to non-residential purposes, along with a soil management plan (SMP).

Based on review of the PEA, a release or threatened release of hazardous material or the presence of a naturally occurring hazardous material, which would pose a threat to public health or the environment under school land use, was not indicated at the Site. Therefore, DTSC concurs with the conclusion of the PEA that a LUC for the Site is required and hereby approves the PEA.

If you have any questions regarding this project, please contact Xihong Scarlett Zhai, Project Manager, at (714) 484-5316 or by e-mail at Xihong.Zhai@dtsc.ca.gov, or contact me at (714) 484-5368 or by e-mail at Shahir.Haddad@dtsc.ca.gov.

Sincerely,



Shahir Haddad, P.E.
Supervising Engineer
Brownfields Restoration and School Evaluation Branch
Brownfields and Environmental Restoration Program

kl/xsz/sh

Enclosure

cc: See next page

Ms. Lisa Cline
May 4, 2017
Page 3

cc: (via e-mail)

Mr. Ben Chevlen, P.G.
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Mr. Greg Buchanan, P.G.
Senior Project Manager
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Brownfields Restoration and School Evaluation Branch Reading File



LEGEND

--- SITE BOUNDARY



0 200

Approximate Scale in Feet

SCALE: 1" = 200'

SITE PLAN
DORIS AVENUE AND NORTH PATTERSON ROAD
OXNARD, CALIFORNIA

PROJECT NUMBER: 1011600826	PHASE: 1	FIGURE
REVIEW BY: G. BUCHANAN	DRAWN BY: DAW	1

ATC 25 Cupania Circle
 Monterey Park, CA 91755
 Ph: (323) 517-9780 *** Fax: (323) 517-9781

May 17, 2017

Oxnard School District
1051 South A Street
Oxnard, CA 93030

SUBJECT **Soil Management Plan**
Proposed Elementary and Middle Schools
Southeast Corner of Doris Avenue and North Patterson Road
Oxnard, California
ATC Project No. 1011600893

To whom it may concern,

As recommended in ATC Group Services LLC's (ATC's) *Preliminary Endangerment Assessment (PEA) Report*, dated March 29, 2017, ATC has prepared this Soil Management Plan (SMP) to attempt to mitigate potential risks to human health and the environment in the event of future construction and/or land improvement activities at the site. Shallow soil beneath the site has been shown to contain residual concentrations of pesticides which are believed to have originated during historical agricultural usage of the site. The Department of Toxic Substances Control (DTSC) has determined that adherence to this SMP and the completion of a Land Use Covenant Agreement restricting usage of the site to non-residential purposes are satisfactory to mitigate potential hazards associated with residual pesticide concentrations at the site.

OBJECTIVE

The primary objective of this SMP is to provide protocols for the management of soil potentially contaminated with residual amounts of pesticides at the site, as shown on **Figure 1**. This SMP is a tool for contractors to utilize when performing activities that intrude into the soil at the site, such as excavation, grading, and utility installation. This SMP provides guidance regarding how to handle contaminated soil that may be encountered, as well as how to identify, sample, and properly dispose of contaminated soil within the project area, and what personal protective equipment (PPE) is appropriate for site workers coming into contact with potentially contaminated soil.

BACKGROUND

The property located at the southeast corner of Doris Avenue and Patterson Road consists of a rectangular-shaped, 25-acre parcel of land, which is currently utilized as an agricultural field. The Oxnard School District (OSD) is planning to develop the site into elementary and middle schools. This Preliminary Endangerment Assessment (PEA) report was prepared for the site as required by the Department of Toxic Substances Control (DTSC) School Property Evaluation and Cleanup Division.

The site is currently an actively farmed agricultural field. Cardno ATC (now ATC) prepared a *Phase I Environmental Site Assessment (ESA)* report for the site, dated March 5, 2014. In the report, ATC identified historical usage of the site for agricultural purposes from at least 1940 to the present. A closed Leaking Underground Storage Tank (LUST) site is located approximately 2,000 feet east of the site, where a 550-gallon and a 3,000-gallon gasoline-containing underground storage tank (UST) were present. The site received regulatory closure in 1998. The Phase I report concluded that the LUST site does not represent a *Recognized Environmental Condition (REC)* to the subject property. No other onsite or offsite RECs were reported in the Phase I ESA.

In December of 2016, ATC advanced soil borings SB-1 through SB-36 to 2.5 feet below ground surface (bgs) in a grid pattern across the site. Soil samples were collected using a hand auger, and stored in eight-ounce jars.

The 36 soil samples collected from 0 to 0.5 feet bgs for OCP analysis (EPA Method 8081A) were combined in the laboratory from four adjacent soil samples, for a total of nine composite samples and one duplicate sample. The 36 soil samples collected from 2 to 2.5 feet bgs were placed on hold in the laboratory pending analysis of the surface samples. Toxaphene was the only pesticide compound that exceeded its Regional Screening Level (RSL) for residential properties. Due to detection of various OCPs in the 0 to 0.5-foot composite samples, the two-foot composite samples were also analyzed. Toxaphene was detected at lower concentrations in the two-foot samples compared to the 0.5-foot samples.

Nine discrete non-contiguous soil samples and one duplicate were analyzed for arsenic using EPA Method 6010B. The soil samples exceeded the Regional Screening Level (RSL) for residential properties. However, arsenic results did not exceed the DTSC-suggested background screening level of 12 milligrams per kilogram (mg/kg).

Soil vapor samples were collected from ten direct-push boring locations at five and 10 feet bgs, respectively. Samples were collected following applicable DTSC and Regional Water Quality Control Board (RWQCB) protocols for soil vapor surveys. The vapor samples were analyzed for methane using EPA Method 8015M. A maximum of 15.26 parts per million by volume (ppmv) was detected near the northeastern corner of the site. This is equivalent to approximately 0.03 percent of the Lower Explosive Limit (LEL), and is not considered to be a hazard to the site.

Each vapor sample was tested for hydrogen sulfide using a hand-held field instrument. No hydrogen sulfide was detected in soil gas at the site.

A Human Health Screening Evaluation was performed using soil sample results from the December 2016 site assessment. The assessment evaluated potential soil exposures associated with four potential receptors, including the hypothetical future resident, future site worker, future site student, and construction worker. Estimated upper-bound hazard indices ranged from 0.014 for the site worker scenario to 0.2 for the residential scenario. The results of the risk assessment indicated that the presence of OCPs in soil is not expected to result in adverse, non-cancer health impacts to any of the potential receptors evaluated.

Estimates of potential cumulative upper-bound lifetime incremental cancer risks ranged from 6.3×10^{-6} for the hypothetical future resident to 2.6×10^{-7} for the construction worker scenarios. Upper-bound lifetime incremental cancer risk estimates for the school site receptors ranged from 1.3×10^{-6} to 6.9×10^{-7} for the site worker and student, respectively. The lifetime incremental cancer risk estimate for the hypothetical residential receptor exceeds the point of departure of 1×10^{-6} typically utilized by DTSC to determine whether a removal action is warranted to protect human health for unrestricted land uses. The lifetime incremental cancer risk estimates for the site worker, site student, and construction worker are consistent with or below the 1×10^{-6} point of departure. Based on the results of the risk, the concentrations of OCPs, including toxaphene detected in soil samples collected during this investigation do not present a significant risk to future site workers, students or construction workers. Consequently, no additional mitigation or risk management measures would be warranted for the proposed development and use of the property as a school site.

In general, the vertical extent of toxaphene in soil appears to be limited to the first few feet below ground surface. The limited vertical extent of toxaphene is consistent with the historical application of this now banned pesticide.

SOIL MANAGEMENT PLAN

Health and Safety

Contractors performing invasive activities at the site (ex. excavation, grading, and trenching) will be required to utilize a site-specific health and safety plan (HASP) that will address individual tasks and chemical exposure scenarios as they relate to soil management practices and any planned construction and land development activities. All individuals working within close proximity of disturbed soil will be required to read and sign the HASP to acknowledge their understanding of the information. The HASP will describe hazardous conditions that may be encountered, and will prescribe the necessary safety protocols to protect employees from these hazards. The HASP will be reviewed by the project management team and then reviewed and approved for field use by the site health and safety officer or site supervisor. The HASP will be implemented and enforced by the assigned site health and safety officer or site supervisor, as appropriate.

A generalized HASP for the site has been prepared by ATC and is included as **Attachment 1**; however, all contractors will be required to prepare task-specific Job Hazard Analyses (JHAs) for the tasks they are going to perform (blank JHA forms are included in the HASP).

Soil Management

Based on data collected to-date, residual pesticides in site soil are widespread and do not exhibit point-source contamination profiles (i.e. they appear to have originated from the application of pesticides, not leaking containers or intentional dumping of pesticides at the site). ATC recommends that the proposed school site be designed to further minimize the potential for direct contact with OCP impacted soil. Representative measures may include, but are not necessarily limited to, import of clean, documented fill material for use in planters, playgrounds, and playing fields within the first foot of ground surface, and removing topsoil from planned playfield areas for use beneath asphalt-covered areas. These additional measures would serve to further reduce and/or eliminate exposures to residual OCPs in soil.

Dust suppression may be necessary to reduce the spread of airborne soil particles that may contain adsorbed-phase contaminants. Whenever site soil is being removed from the work area and/or moved with heavy equipment, that soil shall be lightly sprayed with water to minimize dust. Any dirt tracked off-site due to on-site construction activities being performed at the site shall be swept up daily. Any soil stockpiles segregated on the basis of confirmed or suspected soil contamination shall be lightly sprayed with water to minimize dust, and covered with tarps or other effective covers overnight.

Equipment decontamination can be completed by scraping excess soil from larger heavy equipment such as front end loaders and backhoe buckets. All recovered soils should be temporarily stockpiled on-site for laboratory analysis and possible off-site disposal. Smaller hand-held equipment can be decontaminated by pressure washing and/or scrubbing with an Alconox® soap solution (or equivalent) and rinsed with clean potable water. Equipment decontamination should be performed in a designated portion of the site, preferably on plastic sheeting.

The first two feet of topsoil should be excavated and temporarily stockpiled on-site for sampling and laboratory analysis. All stockpiled soils will be covered daily with plastic sheeting. A four-point composite sample shall be collected from each stockpile at different locations and depths for each 1,000 cubic yards (or fraction thereof) of soil generated. The individual soil samples will be retained pending analysis of the composite samples. The composite sample will be analyzed for OCPs by EPA Method 8081A (or equivalent). The laboratory results shall be compared to the most recent updated version of EPA's and DTSC's screening levels divided by four. If the "adjusted" screening level is exceeded, then the individual point soil sample results will be compared to the "un-adjusted" screening level to determine if the suspect soil should be removed from the site.

In the event that contaminated soil is encountered (defined as having one or more analytes present at concentrations exceeding their respective screening levels), the DTSC shall be contacted prior to the soil being removed from the site. Additionally, prior to the contaminated soil being removed from the site, the contractor performing the work shall obtain a waste acceptance letter from the intended disposal facility (including, but not limited to additional soil analyses or sampling frequency, as required by the disposal facility), and verify that the facility is authorized to accept the profiled waste. Excavated contaminated soil shall not be reworked into site soils, or used as backfill materials in any site excavations. DTSC notification is not required for the on-site reworking or off-site disposal of soil not found to be contaminated. Soil stockpiled for off-site disposal should not remain on-site for more than 90 days.

In the event that off-site soil disposal activities necessitate the importation of fill soil, the contractor shall follow the guidance presented in the DTSC's *Information Advisory Clean Imported Fill*, dated October 2001 (or any updated version as appropriate). A copy of the most-current version of the DTSC advisory is available online at:

https://www.dtsc.ca.gov/Schools/upload/SMP_FS_Cleanfill-Schools.pdf

Soil Analysis and Disposal

Prior to removing any soil from the site for disposal, soil samples for waste profiling purposes shall be submitted under chain-of-custody to a California State-certified analytical laboratory. The waste profile samples will be analyzed for OCPs by EPA Method 8081A (or equivalent). Stockpiled soil shall not be disposed of until the laboratory results are received and provided to the intended landfill for profiling purposes.

Regulations have been established by the EPA and DTSC to protect human health and the environment that include the known contaminants of potential concern detected in soil at the site. Analytical results should be compared to the most recent updated versions of the EPA's and DTSC's screening levels, as appropriate. In the event that both the EPA and DTSC have established screening levels for a given constituent, the most-conservative value shall be utilized. The most-current EPA screening levels are available on-line at:

<https://www.epa.gov/risk/regional-screening-levels-rsls-generic-tables-may-2016>

The most-current DTSC screening levels are available on-line at:

https://www.dtsc.ca.gov/AssessingRisk/upload/HHRA_Note_3_-2016-06.pdf

Reporting

In the event that contaminated soil is encountered, a summary report will be prepared by the contractor and/or environmental consultant that will include a description of field activities performed, a copy of the laboratory analytical report, a diagram showing where the contaminated soils originated, and disposal documentation. The summary report will include comparisons of laboratory analytical results to the then-current EPA and/or DTSC screening levels.

Reports will be submitted to DTSC within 60 days following the completion of field activities. The property owner shall maintain copies (either electronic or physical) of all submitted reports for a minimum of ten years past their date of issue, and shall make those reports available to any prospective buyers of the property within that time frame.

Miscellaneous

If the expected scope of work will require a storm water pollution prevention plan (SWPPP), excavation and shoring plan, and/or a spill contingency plan (or any similar documents), those document(s) will be prepared by a qualified individual prior to commencing with the construction activities.

CLOSING

This Soil Management Plan has been prepared for Oxnard School District for the above subject location. ATC provided these services consistent with the level and skill ordinarily exercised by members of the profession currently practicing under similar conditions. Should you have any questions or require additional information regarding this Soil Management Plan, please contact the undersigned.

Sincerely,

ATC Group Services LLC



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Senior Geologist
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Attachments:

Table 1 – Response to May 17, 2017 DTSC Letter
Figure 1 – Site Plan
Attachment 1 – Health and Safety Plan

Table 1 - Response to May 12, 2017 DTSC Letter
Proposed New Elementary and Middle Schools
Southeast Corner of Doris Avenue and Patterson Road
Oxnard, California

Item Number	DTSC Comment	ATC's Response
1	<p><i>During the excavations, DTSC recommends the shallow soils be segregated from the deeper soils since the OCP-impacted soils were only encountered at shallow depths. When collecting soil samples for evaluation of potential onsite reuse, DTSC requests that the samples be collected from different locations and different depths from the stockpiles.</i></p>	<p>ATC will add the proposed recommendations to the Soil Management Plan (SMP).</p>
2	<p><i>The PEA, dated March 29, 2017, proposed some precautionary measures to reduce exposure to residual OCPs in soil, such as replacement of the current topsoil with clean fill for potentially "high-contact" areas (e.g., planters, playgrounds, and playing fields). Please clarify whether these precautionary measures will be integrated into the SMP.</i></p>	<p>The language in the PEA regarding precautionary measures to reduce exposure to residual OCPs has been moved from the "Background" Section to the "Soil Management" Subsection of the SMP.</p>
3	<p><i>Page 3, second to last paragraph: When determining whether the soil from a certain stockpile can be reused on site, HERO recommends using the screening levels for residential land use (as school-based screening levels are not available) for evaluating stockpile soil sampling results. For composite samples, individual soil samples prior to compositing should be retained and the screening levels should be adjusted by dividing the number of points (four in this case) for composite. If any composite sampling data exceed the "adjusted" screening levels, the individual soil samples should be analyzed for comparison with the "un-adjusted" screening levels to determine if the soil should be removed from the site.</i></p>	<p>HERO's recommendations will be addressed in the SMP.</p>



LEGEND


--- SITE BOUNDARY



0 200
Approximate Scale in Feet

SCALE: 1" = 200'

SITE PLAN
DORIS AVENUE AND NORTH PATTERSON ROAD
OXNARD, CALIFORNIA

PROJECT NUMBER: 1011600826	PHASE: 1	FIGURE
REVIEW BY: G. BUCHANAN	DRAWN BY: DAW	1
 25 Cupania Circle Monterey Park, CA 91755 Ph: (323) 517-9780 *** Fax: (323) 517-9781		



HEALTH AND SAFETY PLAN

**Prepared By:
ATC Group
25 Cupania Circle
Monterey Park, CA 91755
Branch #10116
Los Angeles, California**



**Prepared For:
Oxnard School District
Proposed Elementary and Middle Schools
Southeast Corner of Doris Avenue and North Patterson Road
Oxnard, CA 93030**

ATC Project No. 1011600893

**ATC GROUP SERVICES
HEALTH AND SAFETY PLAN (HASP)**

CLIENT: Oxnard School District PROJECT NUMBER: 1011600893

SITE NAME: Proposed Elementary and Middle Schools

SITE LOCATION: Southeast Corner of Doris Avenue and North Patterson Road

PROJECT DESCRIPTION: Generalized site activities which intrude into subsurface soil at the site.

PREPARED BY: **Greg Buchanan** TITLE: **Senior Project Manager** DATE PREPARED: **3/22/17**

Greg Buchanan
Senior Project Manger


Signature

4/17/17
Date

This Health and Safety Plan (HASP) has been written for the use of the Oxnard School District and its employees and subcontractors. ATC assumes that all workers utilizing this HASP are properly trained and experienced; however, ATC does not guarantee the health or safety of any person performing work at this Site. This HASP has been prepared for the express purpose of mitigating risk associated with worker exposure to residual pesticides present in soil at the site. This HASP does not address potential hazards related to the physical activities to be performed at the site.

Due to the potential hazardous nature of this Site and the activity occurring thereon, it is not possible to discover, evaluate, and provide protection for all possible hazards which may be encountered. Strict adherence to the health and safety guidelines set forth herein will reduce, but not eliminate, the potential for injury at this Site. The health and safety guidelines in this Plan were prepared specifically for this Site and should not be used on any other Site without prior research by trained health and safety specialists.

ATC claims no responsibility for use of this Plan by others. The Plan is written for the specific Site conditions, purposes, dates, and personnel specified and must be amended if these conditions change.

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APPENDICES

APPENDIX A - Job Safety Analysis

APPENDIX B - Chemical Hazard Information

APPENDIX C - List of Approved Amendments/Changes
Acknowledgement/Agreement Form
Visitors Log

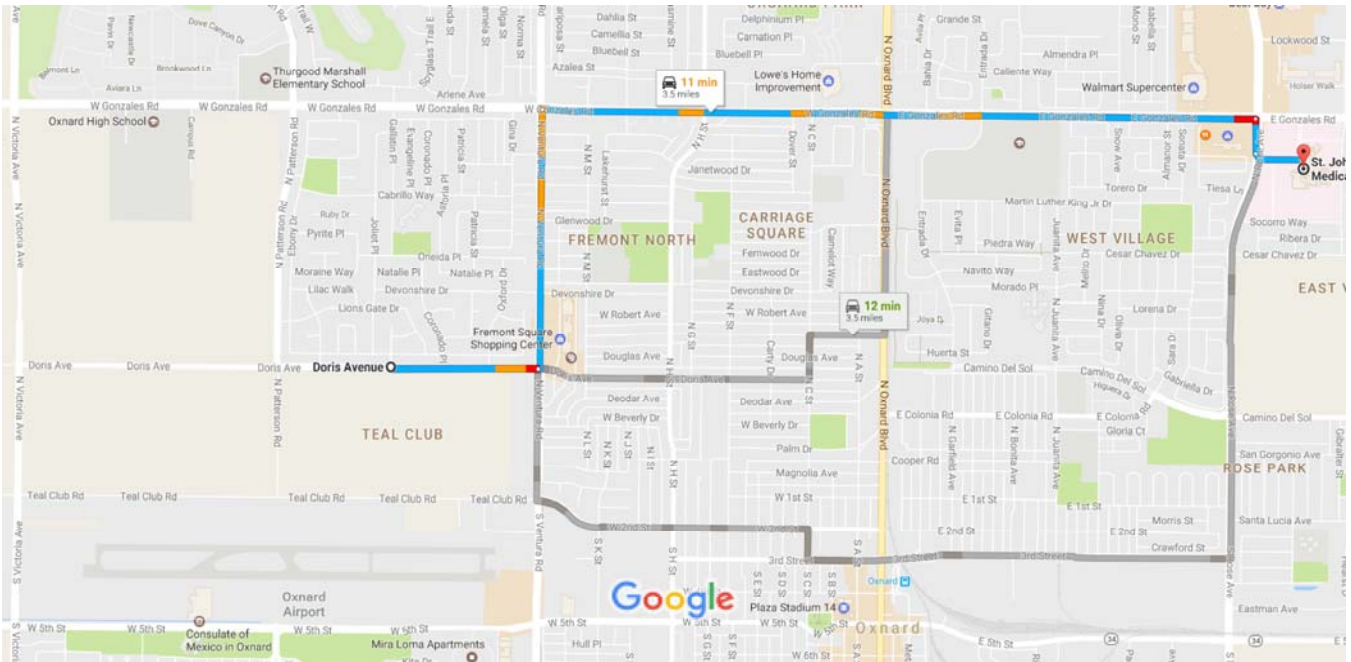
EMERGENCY MEDICAL ROUTE TO HOSPITAL

St John Regional Center
1600 N. Rose Avenue
Oxnard, CA 93030



Doris Ave, Oxnard, CA to St. John's Regional Medical Center Drive 3.5 miles, 11 min

Southeast Corner of Doris Avenue and North Patterson Road



Map data ©2017 Google 1000 ft

Doris Ave

Oxnard, CA

- ↑ 1. Head south on Doris Ave toward Doris Ave 0.4 mi

- ↶ 2. Turn left onto N Ventura Rd 0.8 mi

- ↷ 3. Turn right onto W Gonzales Rd 2.1 mi

- ↷ 4. Turn right onto N Rose Ave 0.1 mi

- ↶ 5. Turn left onto Mc Grath Dr W 0.1 mi
i Destination will be on the right

St. John's Regional Medical Center

1600 N Rose Ave, Oxnard, CA 93030

These directions are for planning purposes only. You may find that construction projects, traffic, weather, or other events may cause conditions to differ from the map results, and you should plan your route accordingly. You must obey all signs or notices regarding your route.

1.0 - INTRODUCTION

1.1 Scope and Applicability of the Site Health and Safety Plan

This HASP has been prepared by ATC for any activities that involve the disturbance of subsurface soil within the proposed elementary and middle school sites, located southeast of Doris Avenue and North Patterson Road in Oxnard, California.

The health and safety protocols established in this Plan are based on the Occupational Safety and Health Administration (OSHA) Regulations, past field experiences, specific Site conditions, and chemical hazards known or anticipated to be present from available Site data. The HASP is intended solely to address hazards associated with residual contamination previously encountered in site soil. This HASP does not cover hazards unrelated to the encountered soil contamination (ex. hazards associated with operation of heavy equipment, shoring, etc.). Specifications herein are subject to review and revision based on actual conditions encountered in the field during Site characterization activities. Such changes may be instituted by using the HASP List of Approved Amendments and/or Changes (see Appendix C).

Before Site operations begin, all employees covered by this plan (defined as those individuals working within close proximity of disturbed soil, involved in these operations will have read and understood this HASP and all revisions. All Site personnel have the authority to “Stop Work” if unsafe conditions are present or discovered during Site activities. Before work begins, all affected workers will sign the Health and Safety Plan Acknowledgment Form. By signing this form, all individuals recognize the requirements of the HASP, known or suspected hazards, and will adhere to the protocols required for the project Site.

This HASP is intended to complement, rather than supersede, any HASP prepared for the site by the Oxnard School District or any of their contractors. The scope of this HASP has been limited to the hazards associated with worker contact with pesticide-contaminated soil present at the site.

2.0 – TASK/OPERATION HEALTH AND SAFETY RISK ANALYSIS SUMMARY

This section of the HASP describes the safety and health hazards associated with the Site work and control measures selected to protect workers. The purpose of the Job Safety Analysis (JSA) is to identify the routine safety and health hazards associated with the routine Site tasks and operations. Using this information, appropriate control methods are selected to eliminate the identified risks or effectively control them.

2.1 Job Safety Analysis (JSA)

Task specific JSAs anticipated for the work are included in Appendix A. A single JSA may be used for a task/operation performed in multiple locations if the hazards, potential exposures, and controls are the same at each location.

If new JSAs or modified JSAs are required, site workers and/or contractors will consult with their management prior to proceeding. Blank JSA forms are included in Appendix A.

3.0 - PERSONAL PROTECTIVE EQUIPMENT

At a minimum, workers handling soil or cleaning equipment covered in soil are required to wear disposable nitrile (or equivalent) gloves when in contact with site soils. Depending on the task being performed, some or all of the personal protective equipment listed below may be necessary.

- Work uniform – Long pants and shirt with sleeves (no tank tops)
- ANSI cut and abrasion resistant gloves
- Chemical-resistant boots with steel toe
- Safety glasses with side shields
- High Visibility Reflective Vest
- Hard hat
- Hearing protection

Refer to the JSA prepared for the task being performed to determine which of the above-listed additional personal protective equipment is necessary.

4.0 - SITE SECURITY AND CONTROL

4.1 Work Zones

Restricted Site areas will include, but not necessarily be limited to, the following zones:

- **Exclusion Zone or Hot Zone** - any area where contamination is either known or likely to be present in concentrations that could pose a threat to human health and safety or that potential for harm to personnel exists because of the type of work activities being conducted. Appropriate PPE and warning signs should be utilized in this area.
- **Contamination Reduction Zone** - any area where workers conduct personal and equipment decontamination.
- **Support Zone** - areas where access is controlled, but the chance to encounter hazardous materials or conditions are minimal.

Access to the work zones will be controlled by work zone delineators (e.g. traffic cones, flags, vehicles, DOT approved devices, temporary or permanent fencing, and/or safety barrier tape).

In the event on-site personnel must upgrade their personal protective equipment, the work zones may require modification in order to provide for the safety of nearby personnel not associated with this work.

4.2 Site Communication

A loud and clear form of communication should be made available for Site personnel entering the work zones. Site communication may be in the form of hand signals, voice, or other communication devices. All forms of communication should be understood by all workers on the Site prior to starting work.

5.0 - DECONTAMINATION PROCEDURES

5.1 Personnel Decontamination

All personnel must complete appropriate decontamination procedures in a way that is responsive to actual Site conditions before leaving the Site. The decontamination of personnel and equipment will be performed within the exclusion and contamination reduction zones. If warranted, wash tubs containing an appropriate decon solution and soft bristle brushes will be used to decontaminate personal protective clothing and boots. Potable water will be used for the final rinse. In general, the four types of decontamination solutions to be considered for PPE include:

- Water for removal of low-molecular weight hydrocarbons, inorganic compounds, salts, some organic acids, and other polar compounds.
- Dilute acids (vinegar) for removal of basic (caustic) compounds, amines, and hydrazines.
- Dilute bases (soaps and detergents) for removal of acidic compounds, phenols, thiols, and some nitro and sulfonic compounds.
- Organic solvents for removal of nonpolar compounds (organic).

When performing personnel decontamination activities, complete the following steps (when applicable):

- Establish a segregated equipment drop
- Remove disposable, outer boot covers, if applicable
- Remove chemical resistant, outer gloves, if applicable
- Remove hard hat and goggles, safety glasses, or face shield, if applicable
- Remove disposable, inner gloves

If need arises, a specific plan will be developed for decontamination procedures shown below.

STATION #1: _____

Equipment Required: _____

STATION #2: _____

Equipment Required: _____

STATION #3: _____

Equipment Required: _____

STATION #4: _____

Equipment Required: _____

5.2 Equipment Decontamination

Personnel will decontaminate field equipment appropriately. This may include manual removal of gross contamination with shovels or other tools. If a high-pressure, hot water sprayer is utilized, the possibility of a splash and/or mist inhalation hazard, the task should be performed using appropriate personal protective equipment (goggles or face shield and respiratory protection) at a minimum.

Field tools (ex. shovels) may be scrubbed visually clean with water and a stiff, long-bristled scrub brush.

Equipment Decontamination

Gross Removal By:

<u>X</u> _____	Hand Scrubbing
_____	Cold High Pressure Wash
_____	Hot High Pressure Wash
<u>X</u> _____	Steam Cleaning
_____	Other (specify) _____
<u>X</u> _____	Clean Rinse
<u>X</u> _____	Decon solution (specify) <u>Dilute Liquinox</u>

5.3 Disposal of Decontamination Wastes

All materials and equipment used for decontamination should be disposed of in accordance with local, State, and/or Federal Regulations.

Decontamination Waste Water

Collection (specify how): Containerize in drum.

Direct Discharge (specify how and where): NA

Pre-Treatment (specify): NA

Disposal (specify how and where): Removal of drummed waste/discharge by licensed waste hauler.

6.0 - STANDARD OPERATING PROCEDURES

The following Standard Operating Procedures (SOPs) will be applied to each location and activity where work is performed. As hazards increase or decrease on the Site, the applicability of each SOP must be reevaluated.

6.1 Personnel Precautions

1. Eating, drinking, chewing gum or tobacco, smoking, and any practice that increases the probability of hand-to-mouth transfer and ingestion of material is prohibited in the exclusion and contamination reduction zone or in any area known to be contaminated.
2. When decontamination procedures for outer garments are in effect, the entire body should be thoroughly washed as soon as possible after the protective garment is removed.
3. Contact with contaminated or suspected contaminated surfaces should be avoided when possible.
4. All personnel must be familiar with Standard Operating Procedures and any additional instructions and information contained in this HASP. All workers will read the HASP before entering the work zone.
5. All personnel will be familiar with the chemicals potentially present in site soils. The chemical hazard information for the known on-site chemicals of concern are included in Appendix B of this HASP.

6.2 Operations

1. All personnel going to the Site must be adequately trained and thoroughly briefed on anticipated hazards, equipment, safety practices, emergency procedures, and communications.
2. Personnel and equipment in the contaminated area should be minimized, consistent with effective Site operations.
3. Work areas for various operational activities will be established.
4. Procedures for leaving a contaminated area will be planned and implemented before going to the Site. Work areas and decontamination procedures will be established based on expected Site conditions.

7.0 - CONTINGENCY PLAN

This section of the HASP describes potential emergencies at this Site and the procedures for responding to those emergencies.

7.1 Medical Emergencies

1. The name, address, telephone number, travel distance, and travel time to the nearest medical treatment facility are found in the Emergency Information section (see Emergency Info-1) of this HASP. A map and direction for locating the facility is available in the Emergency Information section of this HASP.
2. Any person who becomes ill or injured in the exclusion zone must be decontaminated as well as possible with consideration to which risk will be greater; the spread of contamination or the health of the individual. If the injury or illness is minor, full decontamination (remove contaminated clothing and wash hands and face with soap and water, See Section 5.0) should be completed and first-aid administered before transport. If the patient's condition is serious, the decontamination requirement may be waived. First-aid should be administered while awaiting an ambulance or paramedics.
3. The following steps should be followed if an injury or illness case occurs:
 - Check the Scene.
 - If safe to do so, check the condition of the injured.
 - Call 911 if the victim is unconscious or your training dictates to do so.
 - Care for the injured. Always use "Universal Precautions".

7.2 Site Evacuation Conditions

The following conditions will necessitate the cessation of field work in the area of concern, withdrawal from the work area, and revisions to this HASP:

- Fires and/or explosions
- Unexploded ordnance is detected
- A major incident or injury occurs
- Flammable atmosphere readings above 10 percent LEL
- Oxygen readings above 23.5 percent oxygen concentration
- Oxygen readings at or below 19.5 percent oxygen concentration
- PID readings over 50 ppm sustained for more than 5 minutes
- Detector tube readings over the maximum Action Level for the contaminant specified

APPENDIX A
Job Safety Analysis Forms



JSA

JOB SAFETY ANALYSIS

For RM Department Use
 JSA NO: EM-002f
 Primary Job Category: Environmental Management

DESCRIPTION OF JOB: Soil Handling		REVISION DATE:	JSA CREATED ON: 08/02/16
PREPARED BY: Ben Chevlen	REVIEWED BY:	APPROVED BY:	PAGE: 1 of 2

MINIMUM REQUIRED PERSONAL PROTECTIVE EQUIPMENT			
<input type="checkbox"/> REFLECTIVE VEST	<input type="checkbox"/> LONG PANTS	<input type="checkbox"/> AIR PURIFYING RESPIRATOR	<input type="checkbox"/> OTHER:
<input type="checkbox"/> HARD HAT	<input type="checkbox"/> COTTON, LEATHER, OR CRAFTSMAN GLOVES	<input type="checkbox"/> SUPPLIED AIR RESPIRATOR	<input type="checkbox"/> OTHER:
<input type="checkbox"/> SAFETY TOED BOOTS	<input checked="" type="checkbox"/> CHEMICAL RESISTANT GLOVE: Nitrile	<input type="checkbox"/> CHEMICAL RESISTANT CLOTHING:	<input type="checkbox"/> OTHER:
<input type="checkbox"/> SAFETY GLASSES	<input type="checkbox"/> HEARING PROTECTION	<input type="checkbox"/> GOGGLES	<input type="checkbox"/> OTHER:

REQUIRED TOOLS/EQUIPMENT/SUPPLIES			
<input type="checkbox"/> DRINKING WATER	<input type="checkbox"/> RATCHET WITH EXTENSION	<input type="checkbox"/> OTHER:	<input type="checkbox"/> OTHER:
<input type="checkbox"/> BUG REPELLENT	<input type="checkbox"/> WELL MAGNET	<input type="checkbox"/> OTHER:	<input type="checkbox"/> OTHER:
<input type="checkbox"/> TRAFFIC CONTROL DEVICES	<input type="checkbox"/> AIR MONITORING PID	<input type="checkbox"/> OTHER:	<input type="checkbox"/> OTHER:
<input type="checkbox"/> LADDER	<input type="checkbox"/> LOCKOUT/TAGOUT EQUIPMENT	<input type="checkbox"/> OTHER:	<input type="checkbox"/> OTHER:

STOP WORK

Employees must stop work and contact off-site senior personnel when a change in condition, process, or job phase develops on the project site that is not addressed by this JSA or within the project specific HASP. The JSA should be modified with new steps, hazards, and safe procedures agreed upon by all ATC and Subcontractor employees at the project site and approved by off-site senior personnel. Documentation of the modification and review by all affected personnel must take place.

1 JOB STEPS	2 POTENTIAL HAZARDOUS CONDITIONS or UNSAFE PRACTICES	3 SAFE PROCEDURES and PREVENTATIVE MEASURES
Move equipment into place on project site	Pedestrians	<ul style="list-style-type: none"> When backing equipment into place a spotter must be used. Back-up alarm on equipment. All employees/workers in the area should wear a traffic reflective vest.
	Other vehicles	<ul style="list-style-type: none"> When backing equipment into place a spotter must be used. Spotter must have on traffic safety vest. Equipment driver should yield to other vehicles.
	Overhead obstacles	<ul style="list-style-type: none"> Driver and spotter should walk the travel path and discuss the movement of the equipment. When backing equipment into place a spotter must be used.
	Damage to private property	<ul style="list-style-type: none"> When backing equipment into place a spotter must be used. Driver and spotter should walk the travel path and discuss the movement of the equipment
Site setup	See JSA site setup	<ul style="list-style-type: none"> See JSA site setup
Soil Handling	Chemical contact	<ul style="list-style-type: none"> Wear nitrile gloves.
	Back injuries	<ul style="list-style-type: none"> Follow safe lifting procedures of lifting with the legs not the back. Avoid setting tools and other equipment on the ground. Set at waist level.
	Tripping hazards	<ul style="list-style-type: none"> Maintain a clear path between the sample location and the preparation area. Dry up water as quickly as possible.
Drum handling	See JSA drum handling	<ul style="list-style-type: none"> See JSA drum handling
Decon	See JSA Decon	<ul style="list-style-type: none"> See JSA Decon



JSA

JOB SAFETY ANALYSIS

For RM Department Use
 JSA NO: EM-002f
 Primary Job Category: Environmental Management

DESCRIPTION OF JOB: Soil Handling		REVISION DATE:	JSA CREATED ON: 08/02/16
PREPARED BY: Ben Chevlen	REVIEWED BY:	APPROVED BY:	PAGE: 2 of 2

MINIMUM REQUIRED PERSONAL PROTECTIVE EQUIPMENT

- | | | | |
|--|---|---|---------------------------------|
| <input type="checkbox"/> REFLECTIVE VEST | <input type="checkbox"/> LONG PANTS | <input type="checkbox"/> AIR PURIFYING RESPIRATOR | <input type="checkbox"/> OTHER: |
| <input type="checkbox"/> HARD HAT | <input type="checkbox"/> COTTON, LEATHER, OR CRAFTSMAN GLOVES | <input type="checkbox"/> SUPPLIED AIR RESPIRATOR | <input type="checkbox"/> OTHER: |
| <input type="checkbox"/> SAFETY TOED BOOTS | <input type="checkbox"/> CHEMICAL RESISTANT GLOVE: | <input type="checkbox"/> CHEMICAL RESISTANT CLOTHING: | <input type="checkbox"/> OTHER: |
| <input type="checkbox"/> SAFETY GLASSES | <input type="checkbox"/> HEARING PROTECTION | <input type="checkbox"/> GOGGLES | <input type="checkbox"/> OTHER: |
| <input type="checkbox"/> FACE SHIELD | | | <input type="checkbox"/> OTHER: |

REQUIRED TOOLS/EQUIPMENT/SUPPLIES

- | | | | |
|--|---|---------------------------------|---------------------------------|
| <input type="checkbox"/> DRINKING WATER | <input type="checkbox"/> RATCHET WITH EXTENSION | <input type="checkbox"/> OTHER: | <input type="checkbox"/> OTHER: |
| <input type="checkbox"/> BUG REPELLENT | <input type="checkbox"/> WELL MAGNET | <input type="checkbox"/> OTHER: | <input type="checkbox"/> OTHER: |
| <input type="checkbox"/> TRAFFIC CONTROL DEVICES | <input type="checkbox"/> AIR MONITORING SELECT FROM LIST | <input type="checkbox"/> OTHER: | <input type="checkbox"/> OTHER: |
| <input type="checkbox"/> LADDER | <input type="checkbox"/> LOCKOUT/TAGOUT EQUIPMENT | <input type="checkbox"/> OTHER: | <input type="checkbox"/> OTHER: |

STOP WORK CRITICAL

Employees must stop work and contact off-site senior personnel when a change in condition, process, or job phase develops on the project site that is not addressed by this JSA or within the project specific HASP. The JSA should be modified with new steps, hazards, and safe procedures agreed upon by all ATC and Subcontractor employees at the project site and approved by off-site senior personnel.

Documentation of the modification and review by all affected personnel must take place.

Please explain additional steps, changes or amendments to this JSA in the provided space below. Prior to starting work ensure that all employees understand and agree with the changes in this JSA.



JSA

JOB SAFETY ANALYSIS

DESCRIPTION OF JOB: Site Setup		REVISION DATE:	JSA CREATED ON: 08/02/16
PREPARED BY: Ben Chevlen	REVIEWED BY:	APPROVED BY:	PAGE: 1 of 4

MINIMUM REQUIRED PERSONAL PROTECTIVE EQUIPMENT			
<input type="checkbox"/> REFLECTIVE VEST	<input type="checkbox"/> LONG PANTS	<input type="checkbox"/> AIR PURIFYING RESPIRATOR	<input type="checkbox"/> OTHER:
<input type="checkbox"/> HARD HAT	<input type="checkbox"/> COTTON, LEATHER, OR CRAFTSMAN GLOVES	<input type="checkbox"/> SUPPLIED AIR RESPIRATOR	<input type="checkbox"/> OTHER:
<input type="checkbox"/> SAFETY TOED BOOTS	<input type="checkbox"/> CHEMICAL RESISTANT GLOVE:	<input type="checkbox"/> CHEMICAL RESISTANT CLOTHING:	<input type="checkbox"/> OTHER:
<input type="checkbox"/> SAFETY GLASSES	<input type="checkbox"/> HEARING PROTECTION	<input type="checkbox"/> GOGGLES	<input type="checkbox"/> OTHER:

REQUIRED TOOLS/EQUIPMENT/SUPPLIES			
<input type="checkbox"/> DRINKING WATER	<input type="checkbox"/> RATCHET WITH EXTENSION	<input type="checkbox"/> OTHER:	<input type="checkbox"/> OTHER:
<input type="checkbox"/> BUG REPELLENT	<input type="checkbox"/> WELL MAGNET	<input type="checkbox"/> OTHER:	<input type="checkbox"/> OTHER:
<input type="checkbox"/> TRAFFIC CONTROL DEVICES	<input type="checkbox"/> AIR MONITORING SELECT FROM LIST	<input type="checkbox"/> OTHER:	<input type="checkbox"/> OTHER:
<input type="checkbox"/> LADDER	<input type="checkbox"/> LOCKOUT/TAGOUT EQUIPMENT	<input type="checkbox"/> OTHER:	<input type="checkbox"/> OTHER:

STOP WORK

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1 JOB STEPS	2 POTENTIAL HAZARDOUS CONDITIONS or UNSAFE PRACTICES	3 SAFE PROCEDURES and PREVENTATIVE MEASURES
Drive around site	<ul style="list-style-type: none"> Traffic Pedestrians 	<ul style="list-style-type: none"> Use defensive driving techniques Yield to all pedestrians. Use defensive driving techniques
Load/Unload equipment and supplies	<ul style="list-style-type: none"> Vehicles 	<ul style="list-style-type: none"> When backing the drill rig, vehicles with trailers, or other large vehicles a spotter must be used. Use barrier controls with a height of at least 36 inches. Wear traffic reflective vest. Caution tape or snow fence should be used to surround the work site.
	<ul style="list-style-type: none"> Pedestrians 	<ul style="list-style-type: none"> Use barrier controls with a height of at least 36 inches. Place signs indicating authorized personnel only at entrance to site. When backing the drill rig, vehicles with trailers, or other large vehicles a spotter must be used. Caution tape or snow fence should be used to surround the work site.
	<ul style="list-style-type: none"> Weather 	<ul style="list-style-type: none"> Prevent heat and cold illnesses by: drinking water frequently and moderately; rest frequently; wear light colored clothing; eat light meals. Adjust work schedule to avoid temperature extremes. Sunscreen Layer clothing to adjust to changing environmental temperatures Avoid drinks with caffeine (coffee, tea, or soda) or alcohol. Use the buddy system (work in pairs).
	<ul style="list-style-type: none"> Slips, trips and falls 	<ul style="list-style-type: none"> Maintain housekeeping. Set up work zone with enough room for staging of equipment and supplies such that there are aisle ways for walking and working.



JSA

JOB SAFETY ANALYSIS

DESCRIPTION OF JOB: Site Setup		REVISION DATE:	JSA CREATED ON: 08/02/16
PREPARED BY: Ben Chevlen	REVIEWED BY:	APPROVED BY:	PAGE: 2 of 4

MINIMUM REQUIRED PERSONAL PROTECTIVE EQUIPMENT			
<input type="checkbox"/> REFLECTIVE VEST	<input type="checkbox"/> LONG PANTS	<input type="checkbox"/> AIR PURIFYING RESPIRATOR	<input type="checkbox"/> OTHER:
<input type="checkbox"/> HARD HAT	<input type="checkbox"/> COTTON, LEATHER, OR CRAFTSMAN GLOVES	<input type="checkbox"/> SUPPLIED AIR RESPIRATOR	<input type="checkbox"/> OTHER:
<input type="checkbox"/> SAFETY TOED BOOTS	<input type="checkbox"/> CHEMICAL RESISTANT GLOVE:	<input type="checkbox"/> CHEMICAL RESISTANT CLOTHING:	<input type="checkbox"/> OTHER:
<input type="checkbox"/> SAFETY GLASSES	<input type="checkbox"/> HEARING PROTECTION	<input type="checkbox"/> GOGGLES	<input type="checkbox"/> OTHER:
<input type="checkbox"/> FACE SHIELD			

REQUIRED TOOLS/EQUIPMENT/SUPPLIES			
<input type="checkbox"/> DRINKING WATER	<input type="checkbox"/> RATCHET WITH EXTENSION	<input type="checkbox"/> OTHER:	<input type="checkbox"/> OTHER:
<input type="checkbox"/> BUG REPELLENT	<input type="checkbox"/> WELL MAGNET	<input type="checkbox"/> OTHER:	<input type="checkbox"/> OTHER:
<input type="checkbox"/> TRAFFIC CONTROL DEVICES	<input type="checkbox"/> AIR MONITORING SELECT FROM LIST	<input type="checkbox"/> OTHER:	<input type="checkbox"/> OTHER:
<input type="checkbox"/> LADDER	<input type="checkbox"/> LOCKOUT/TAGOUT EQUIPMENT	<input type="checkbox"/> OTHER:	<input type="checkbox"/> OTHER:

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1 JOB STEPS	2 POTENTIAL HAZARDOUS CONDITIONS or UNSAFE PRACTICES	3 SAFE PROCEDURES and PREVENTATIVE MEASURES
		<ul style="list-style-type: none"> • If on pavement or concrete sweep up loose sand, dirt or rock • Wear slip resistant steel toed boots. • Keep foot wear clean of mud and other debris. • Setup areas away from snow and ice. • If ice is present wear yak-traks on boots.
	<ul style="list-style-type: none"> • Insects and animals 	<ul style="list-style-type: none"> • Look around area before setting up for the presence of bee nests and cob webs. • Do not disturb – leave them alone. • If stray dogs are present go indoors or the cab of the truck and wait for it to leave. Call animal control. • If you encounter bees or poisonous spiders leave the area and call the Project Manager. • Keep hands and feet out of areas you can not see.
	<ul style="list-style-type: none"> • Back Injuries 	<ul style="list-style-type: none"> • Use proper lifting procedures – avoid lifting with the back and twisting. • Do not lift over 50 pounds without assistance.
	<ul style="list-style-type: none"> • Hand Injuries 	<ul style="list-style-type: none"> • Wear work gloves – leather or craftsman while setting up. • Watch hand placement – always know where your hands are at. • Do not place your hand in direct path of a tool or between two objects.
	<ul style="list-style-type: none"> • Heavy Equipment 	<ul style="list-style-type: none"> • Spotters must be used at all times when heavy equipment is being operated. • All onsite personnel must wear safety reflective vest. • Operator must follow spotters hand signals and remove hands from controls when not working. • Site personnel should only approach the spotter • Backup alarm is required on heavy equipment.



JSA

JOB SAFETY ANALYSIS

DESCRIPTION OF JOB: Site Setup		REVISION DATE:	JSA CREATED ON: 08/02/16
PREPARED BY: Ben Chevlen	REVIEWED BY:	APPROVED BY:	PAGE: 3 of 4

MINIMUM REQUIRED PERSONAL PROTECTIVE EQUIPMENT			
<input type="checkbox"/> REFLECTIVE VEST	<input type="checkbox"/> LONG PANTS	<input type="checkbox"/> AIR PURIFYING RESPIRATOR	<input type="checkbox"/> OTHER:
<input type="checkbox"/> HARD HAT	<input type="checkbox"/> COTTON, LEATHER, OR CRAFTSMAN GLOVES	<input type="checkbox"/> SUPPLIED AIR RESPIRATOR	<input type="checkbox"/> OTHER:
<input type="checkbox"/> SAFETY TOED BOOTS	<input type="checkbox"/> CHEMICAL RESISTANT GLOVE:	<input type="checkbox"/> CHEMICAL RESISTANT CLOTHING:	<input type="checkbox"/> OTHER:
<input type="checkbox"/> SAFETY GLASSES	<input type="checkbox"/> HEARING PROTECTION	<input type="checkbox"/> GOGGLES	<input type="checkbox"/> OTHER:
<input type="checkbox"/> FACE SHIELD			

REQUIRED TOOLS/EQUIPMENT/SUPPLIES			
<input type="checkbox"/> DRINKING WATER	<input type="checkbox"/> RATCHET WITH EXTENSION	<input type="checkbox"/> OTHER:	<input type="checkbox"/> OTHER:
<input type="checkbox"/> BUG REPELLENT	<input type="checkbox"/> WELL MAGNET	<input type="checkbox"/> OTHER:	<input type="checkbox"/> OTHER:
<input type="checkbox"/> TRAFFIC CONTROL DEVICES	<input type="checkbox"/> AIR MONITORING SELECT FROM LIST	<input type="checkbox"/> OTHER:	<input type="checkbox"/> OTHER:
<input type="checkbox"/> LADDER	<input type="checkbox"/> LOCKOUT/TAGOUT EQUIPMENT	<input type="checkbox"/> OTHER:	<input type="checkbox"/> OTHER:

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1 JOB STEPS	2 POTENTIAL HAZARDOUS CONDITIONS or UNSAFE PRACTICES	3 SAFE PROCEDURES and PREVENTATIVE MEASURES
Underground Utility Locate	<ul style="list-style-type: none"> Vehicles 	<ul style="list-style-type: none"> Wear traffic reflective vest. A spotter should walk with the utility locator looking for hazards whenever the locator is looking down.
	<ul style="list-style-type: none"> Weather 	<ul style="list-style-type: none"> Prevent heat and cold illnesses by: drinking water frequently and moderately; rest frequently; wear light colored clothing; eat light meals. Adjust work schedule to avoid temperature extremes. Sunscreen Layer clothing to adjust to changing environmental temperatures Avoid drinks with caffeine (coffee, tea, or soda) or alcohol. Use the buddy system (work in pairs).
	<ul style="list-style-type: none"> Slips, trips and falls 	<ul style="list-style-type: none"> Wear slip resistant steel toed boots with ankle support. Keep foot wear clean of mud and other debris. If ice is present wear yak-traks on boots.
	<ul style="list-style-type: none"> Insects and animals 	<ul style="list-style-type: none"> Look around area before setting up for the presence of bee nests and cob webs. Do not disturb – leave them alone. If stray dogs are present go indoors or the cab of the truck and wait for it to leave. Call animal control. If you encounter bees or poisonous spiders leave the area and call the Project Manager. Keep hands and feet out of areas you can not see.

MINIMUM REQUIRED PERSONAL PROTECTIVE EQUIPMENT
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JSA

JOB SAFETY ANALYSIS

DESCRIPTION OF JOB: Site Setup		REVISION DATE:	JSA CREATED ON: 08/02/16
PREPARED BY: Ben Chevlen	REVIEWED BY:	APPROVED BY:	PAGE: 4 of 4

<input type="checkbox"/> REFLECTIVE VEST <input type="checkbox"/> HARD HAT <input type="checkbox"/> SAFETY TOED BOOTS <input type="checkbox"/> SAFETY GLASSES <input type="checkbox"/> FACE SHIELD	<input type="checkbox"/> LONG PANTS <input type="checkbox"/> COTTON, LEATHER, OR CRAFTSMAN GLOVES <input type="checkbox"/> CHEMICAL RESISTANT GLOVE: <input type="checkbox"/> HEARING PROTECTION	<input type="checkbox"/> AIR PURIFYING RESPIRATOR <input type="checkbox"/> SUPPLIED AIR RESPIRATOR <input type="checkbox"/> CHEMICAL RESISTANT CLOTHING: <input type="checkbox"/> GOGGLES	<input type="checkbox"/> OTHER: <input type="checkbox"/> OTHER: <input type="checkbox"/> OTHER: <input type="checkbox"/> OTHER:
REQUIRED TOOLS/EQUIPMENT/SUPPLIES			
<input type="checkbox"/> DRINKING WATER <input type="checkbox"/> BUG REPELLENT <input type="checkbox"/> TRAFFIC CONTROL DEVICES <input type="checkbox"/> LADDER	<input type="checkbox"/> RATCHET WITH EXTENSION <input type="checkbox"/> WELL MAGNET <input type="checkbox"/> AIR MONITORING SELECT FROM LIST <input type="checkbox"/> LOCKOUT/TAGOUT EQUIPMENT	<input type="checkbox"/> OTHER: <input type="checkbox"/> OTHER: <input type="checkbox"/> OTHER: <input type="checkbox"/> OTHER:	<input type="checkbox"/> OTHER: <input type="checkbox"/> OTHER: <input type="checkbox"/> OTHER: <input type="checkbox"/> OTHER:

STOP WORK

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Please explain additional steps, changes or amendments to this JSA in the provided space below. Prior to starting work ensure that all employees understand and agree with the changes in this JSA.



JSA

JOB SAFETY ANALYSIS

DESCRIPTION OF JOB: Field Work Observation and Note Taking		REVISION DATE:	JSA CREATED ON: 08/02/2016
PREPARED BY: Ben Chevlen	REVIEWED BY:	APPROVED BY:	PAGE: 1 of 2

MINIMUM REQUIRED PERSONAL PROTECTIVE EQUIPMENT			
<input type="checkbox"/> REFLECTIVE VEST	<input type="checkbox"/> LONG PANTS	<input type="checkbox"/> AIR PURIFYING RESPIRATOR	<input type="checkbox"/> GLOVE _____
<input type="checkbox"/> HARD HAT	<input type="checkbox"/> GLOVE _____	<input type="checkbox"/> SUPPLIED AIR RESPIRATOR	<input type="checkbox"/> GLOVE _____
<input type="checkbox"/> SAFETY TOED BOOTS	<input type="checkbox"/> CHEMICAL RESISTANT GLOVE:	<input type="checkbox"/> CHEMICAL RESISTANT CLOTHING:	<input type="checkbox"/> GLOVE _____
<input type="checkbox"/> SAFETY GLASSES	<input type="checkbox"/> HEARING PROTECTION	<input type="checkbox"/> GOGGLES	<input type="checkbox"/> OTHER:
<input type="checkbox"/> FACE SHIELD			<input type="checkbox"/> OTHER:

REQUIRED TOOLS/EQUIPMENT/SUPPLIES			
<input type="checkbox"/> DRINKING WATER	<input type="checkbox"/> RATCHET WITH EXTENSION	<input type="checkbox"/> OTHER:	<input type="checkbox"/> OTHER:
<input type="checkbox"/> BUG REPELLENT	<input type="checkbox"/> WELL MAGNET	<input type="checkbox"/> OTHER:	<input type="checkbox"/> OTHER:
<input type="checkbox"/> TRAFFIC CONTROL DEVICES	<input type="checkbox"/> AIR MONITORING SELECT FROM LIST	<input type="checkbox"/> OTHER:	<input type="checkbox"/> OTHER:
<input type="checkbox"/> LADDER	<input type="checkbox"/> LOCKOUT/TAGOUT EQUIPMENT	<input type="checkbox"/> OTHER:	<input type="checkbox"/> OTHER:

STOP WORK

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1 JOB STEPS	2 POTENTIAL HAZARDOUS CONDITIONS or UNSAFE PRACTICES	3 SAFE PROCEDURES and PREVENTATIVE MEASURES
Walking around the Site for observing and noting health and safety along with miscellaneous data collection assistance.	Traffic and Movement of Equipment	<ul style="list-style-type: none"> Glove - _____. Communicate your intentions to others involved. Make sure they understand where and what you will be doing before you do it.
	Adjusting Safety Cones and Tape	<ul style="list-style-type: none"> Glove - _____. Communicate your intentions to others involved. Make sure they understand where and what you will be doing before you do it.
	Slips, Trips and Fall Hazards	<ul style="list-style-type: none"> Have field staff maintain housekeeping. Have field staff set up work zone with enough room for staging of equipment and supplies such that there are aisle ways for walking and working.
	Hand Injuries	<ul style="list-style-type: none"> Glove - _____.
	Noise	<ul style="list-style-type: none"> Wear hearing protection.
	Hazardous Atmosphere	<ul style="list-style-type: none"> Operate in a well ventilated area. Stand upwind while observing. Have field staff use a PID or FID to monitor the area for potential hazardous atmosphere.



JSA

JOB SAFETY ANALYSIS

DESCRIPTION OF JOB: Field Work Observation and Note Taking		REVISION DATE:	JSA CREATED ON: 08/02/2016
PREPARED BY: Ben Chevlen	REVIEWED BY:	APPROVED BY:	PAGE: 2 of 2

MINIMUM REQUIRED PERSONAL PROTECTIVE EQUIPMENT			
<input type="checkbox"/> REFLECTIVE VEST	<input type="checkbox"/> LONG PANTS	<input type="checkbox"/> AIR PURIFYING RESPIRATOR	<input type="checkbox"/> GLOVE _____
<input type="checkbox"/> HARD HAT	<input type="checkbox"/> GLOVE _____	<input type="checkbox"/> SUPPLIED AIR RESPIRATOR	<input type="checkbox"/> GLOVE _____
<input type="checkbox"/> SAFETY TOED BOOTS	<input type="checkbox"/> CHEMICAL RESISTANT GLOVE:	<input type="checkbox"/> CHEMICAL RESISTANT	<input type="checkbox"/> GLOVE _____
<input type="checkbox"/> SAFETY GLASSES	<input type="checkbox"/> HEARING PROTECTION	CLOTHING:	<input type="checkbox"/> OTHER:
<input type="checkbox"/> FACE SHIELD		<input type="checkbox"/> GOGGLES	<input type="checkbox"/> OTHER:
REQUIRED TOOLS/EQUIPMENT/SUPPLIES			
<input type="checkbox"/> DRINKING WATER	<input type="checkbox"/> RATCHET WITH EXTENSION	<input type="checkbox"/> OTHER:	<input type="checkbox"/> OTHER:
<input type="checkbox"/> BUG REPELLENT	<input type="checkbox"/> WELL MAGNET	<input type="checkbox"/> OTHER:	<input type="checkbox"/> OTHER:
<input type="checkbox"/> TRAFFIC CONTROL DEVICES	<input type="checkbox"/> AIR MONITORING SELECT FROM LIST	<input type="checkbox"/> OTHER:	<input type="checkbox"/> OTHER:
<input type="checkbox"/> LADDER	<input type="checkbox"/> LOCKOUT/TAGOUT EQUIPMENT	<input type="checkbox"/> OTHER:	<input type="checkbox"/> OTHER:

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JSA

JOB SAFETY ANALYSIS

DESCRIPTION OF JOB: Drum Handling		REVISION DATE:	JSA CREATED ON: 08/02/16
PREPARED BY: Ben Chevlen	REVIEWED BY:	APPROVED BY:	PAGE: 1 of 5

MINIMUM REQUIRED PERSONAL PROTECTIVE EQUIPMENT			
<input type="checkbox"/> REFLECTIVE VEST <input type="checkbox"/> HARD HAT <input type="checkbox"/> SAFETY TOED BOOTS <input type="checkbox"/> SAFETY GLASSES <input type="checkbox"/> FACE SHIELD	<input type="checkbox"/> LONG PANTS <input checked="" type="checkbox"/> GLOVE <u>LEATHER</u> <input type="checkbox"/> CHEMICAL RESISTANT GLOVE: <input type="checkbox"/> HEARING PROTECTION	<input type="checkbox"/> AIR PURIFYING RESPIRATOR <input type="checkbox"/> SUPPLIED AIR RESPIRATOR <input type="checkbox"/> CHEMICAL RESISTANT CLOTHING: <input type="checkbox"/> GOGGLES	<input type="checkbox"/> GLOVE _____ <input type="checkbox"/> GLOVE _____ <input type="checkbox"/> GLOVE _____ <input type="checkbox"/> OTHER: <input type="checkbox"/> OTHER:

REQUIRED TOOLS/EQUIPMENT/SUPPLIES			
<input type="checkbox"/> DRINKING WATER <input type="checkbox"/> BUG REPELLENT <input type="checkbox"/> TRAFFIC CONTROL DEVICES <input type="checkbox"/> LADDER	<input type="checkbox"/> RATCHET WITH EXTENSION <input type="checkbox"/> WELL MAGNET <input type="checkbox"/> AIR MONITORING SELECT FROM LIST <input type="checkbox"/> LOCKOUT/TAGOUT EQUIPMENT	<input checked="" type="checkbox"/> OTHER: Drum Dolly <input type="checkbox"/> OTHER: <input type="checkbox"/> OTHER: <input type="checkbox"/> OTHER:	<input type="checkbox"/> OTHER: <input type="checkbox"/> OTHER: <input type="checkbox"/> OTHER: <input type="checkbox"/> OTHER:

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1 JOB STEPS	2 POTENTIAL HAZARDOUS CONDITIONS or UNSAFE PRACTICES	3 SAFE PROCEDURES and PREVENTATIVE MEASURES
Storage of Drum Dolly	Tripping Hazard, Tip-Over Hazard	<ul style="list-style-type: none"> If dolly is to be stored in upright position, and has "Kick Stand", use the kick stand to keep dolly in upright position or keep it attached to a standing drum. If dolly is to be stored in horizontal position, turn the dolly over so that the forks (drum cleats) are in contact with the ground and not sticking out into a work space. If <u>temporarily</u> storing dolly in horizontal (on the wheels) position, ensure that the forks are protected against workers hitting them. Where possible, store the dolly out of the immediate work area to minimize chance for dolly being tipped over or tripped over. Ensure that all employees are aware of storage considerations.
Drum Handling (Empty Drums)	Overexertion Injuries (lifting or moving drums)	<ul style="list-style-type: none"> When moving drums, use the drum dolly. Secure assistance as needed for heavier drums (even if empty).
	Eye Injuries (dust, dirt, or metal particles kicked up as result of moving drums or unfastening lids and sealing rings)	<ul style="list-style-type: none"> Use safety eyewear with side shields. Be observant of materials on top of lids before opening them.
	Hand Injuries (pinch points or cuts due to sharp metal edges or burrs)	<ul style="list-style-type: none"> Glove <u>leather</u> _____ when handling drums. Use safe position with hands (do not place between drums and fixed objects, including other drums). If others are helping with drums, ensure that their hands are also in safe position before moving drums. Anticipate possible metal burrs on drum lids or sealing rings, and on metal bolt fasteners.



JSA

JOB SAFETY ANALYSIS

DESCRIPTION OF JOB: Drum Handling		REVISION DATE:	JSA CREATED ON: 08/02/16
PREPARED BY: Ben Chevlen	REVIEWED BY:	APPROVED BY:	PAGE: 2 of 5

MINIMUM REQUIRED PERSONAL PROTECTIVE EQUIPMENT			
<input type="checkbox"/> REFLECTIVE VEST <input type="checkbox"/> HARD HAT <input type="checkbox"/> SAFETY TOED BOOTS <input type="checkbox"/> SAFETY GLASSES <input type="checkbox"/> FACE SHIELD	<input type="checkbox"/> LONG PANTS <input checked="" type="checkbox"/> GLOVE <u>LEATHER</u> <input type="checkbox"/> CHEMICAL RESISTANT GLOVE: <input type="checkbox"/> HEARING PROTECTION	<input type="checkbox"/> AIR PURIFYING RESPIRATOR <input type="checkbox"/> SUPPLIED AIR RESPIRATOR <input type="checkbox"/> CHEMICAL RESISTANT CLOTHING: <input type="checkbox"/> GOGGLES	<input type="checkbox"/> GLOVE _____ <input type="checkbox"/> GLOVE _____ <input type="checkbox"/> GLOVE _____ <input type="checkbox"/> OTHER: <input type="checkbox"/> OTHER:

REQUIRED TOOLS/EQUIPMENT/SUPPLIES			
<input type="checkbox"/> DRINKING WATER <input type="checkbox"/> BUG REPELLENT <input type="checkbox"/> TRAFFIC CONTROL DEVICES <input type="checkbox"/> LADDER	<input type="checkbox"/> RATCHET WITH EXTENSION <input type="checkbox"/> WELL MAGNET <input type="checkbox"/> AIR MONITORING SELECT FROM LIST <input type="checkbox"/> LOCKOUT/TAGOUT EQUIPMENT	<input checked="" type="checkbox"/> OTHER: Drum Dolly <input type="checkbox"/> OTHER: <input type="checkbox"/> OTHER: <input type="checkbox"/> OTHER:	<input type="checkbox"/> OTHER: <input type="checkbox"/> OTHER: <input type="checkbox"/> OTHER: <input type="checkbox"/> OTHER:

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	Tripping Hazards (drum lids, sealing rings)	<ul style="list-style-type: none"> Use the proper tool for removing lid rings. When removing drum lids and sealing rings for visual drum inspections, do NOT create tripping hazards by placing lids or rings in walkways.
	Foot/Ankle Injuries (drums or dolly parts striking ankles or feet)	<ul style="list-style-type: none"> Use safety footwear (steel-toed shoes or boots) when handling drums and drum dolly Ensure feet are in safe position when lowering drums to floor or removing dolly from under drums.
Drum Dolly Use	Hand, Eye, or Foot Injuries	<ul style="list-style-type: none"> Refer to PPE requirements from above.
	Overexertion Injuries	<ul style="list-style-type: none"> When moving drum dolly, roll it on its wheels (rather than attempting to lift and carry it). Only use a 4 wheeled drum dolly.
	Finger Injuries (cuts or pinches)	<ul style="list-style-type: none"> When attempting to attach dolly to the drum, watch placement of fingers to avoid pinch points between dolly and drum and between two drums. Carefully place forks of dolly under the bottom of the drum – ensure forks are fully inserted under the drum. Affix the securing hook over the edge of the drum top.
	Bumping Into Other Employees, Trip Hazards	<ul style="list-style-type: none"> When drum is secured by forks at the bottom and securing hook at the top, check behind you to ensure you still have adequate room, no pedestrian or other traffic, and no obstructions in your path of travel. Gently rock the drum back toward you until wheels are fully engaged with travel surface. Slowly roll the dolly and drum to the desired position. Tip the drum back into vertical position and reverse steps for temporary



JSA

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DESCRIPTION OF JOB: Drum Handling		REVISION DATE:	JSA CREATED ON: 08/02/16
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MINIMUM REQUIRED PERSONAL PROTECTIVE EQUIPMENT			
<input type="checkbox"/> REFLECTIVE VEST <input type="checkbox"/> HARD HAT <input type="checkbox"/> SAFETY TOED BOOTS <input type="checkbox"/> SAFETY GLASSES <input type="checkbox"/> FACE SHIELD	<input type="checkbox"/> LONG PANTS <input checked="" type="checkbox"/> GLOVE <u>LEATHER</u> <input type="checkbox"/> CHEMICAL RESISTANT GLOVE: <input type="checkbox"/> HEARING PROTECTION	<input type="checkbox"/> AIR PURIFYING RESPIRATOR <input type="checkbox"/> SUPPLIED AIR RESPIRATOR <input type="checkbox"/> CHEMICAL RESISTANT CLOTHING: <input type="checkbox"/> GOGGLES	<input type="checkbox"/> GLOVE _____ <input type="checkbox"/> GLOVE _____ <input type="checkbox"/> GLOVE _____ <input type="checkbox"/> OTHER: <input type="checkbox"/> OTHER:

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<input type="checkbox"/> DRINKING WATER <input type="checkbox"/> BUG REPELLENT <input type="checkbox"/> TRAFFIC CONTROL DEVICES <input type="checkbox"/> LADDER	<input type="checkbox"/> RATCHET WITH EXTENSION <input type="checkbox"/> WELL MAGNET <input type="checkbox"/> AIR MONITORING SELECT FROM LIST <input type="checkbox"/> LOCKOUT/TAGOUT EQUIPMENT	<input checked="" type="checkbox"/> OTHER: Drum Dolly <input type="checkbox"/> OTHER: <input type="checkbox"/> OTHER: <input type="checkbox"/> OTHER:	<input type="checkbox"/> OTHER: <input type="checkbox"/> OTHER: <input type="checkbox"/> OTHER: <input type="checkbox"/> OTHER:

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Moving Drums (Pathways)	Uneven Surfaces (can cause drum and dolly to tip over, or sink into terrain) Weight of Drums (creating an overexertion hazard)	storage of dolly. <ul style="list-style-type: none"> Check entire path that drum and dolly must travel. If surface is not designed for wheeled traffic, make arrangements for temporary plates (plywood or similar) to allow safe movement of dolly. If surface is uneven, unpaved, or otherwise challenging, consider other methods of improvement. Where needed, use a "Spotter" to ensure no pedestrians or motorized vehicles enter pathway. For full drums, utilize helper to minimize the chance for sprains or strains. Do NOT attempt to lift full drums – let the dolly do the work.
Spotting Drum at End Location	Foot, Finger & Overexertion Injuries (pinch points, foot crush potential, sprains and strains)	<ul style="list-style-type: none"> Ensure that space where drum will be placed is adequate for drum. If other objects (or other drums) are in area, keep hands out of pinch points between drums (or other objects). When righting the drum at its destination, use 2 persons where needed. Keep feet out from under the drum and dolly at all times. Unhooks the securing hook from the drum lid area. Carefully slide the forks out from under the drum. Do not attempt to simply "yank" the forks out from under the drum, as dolly could slip back and strike employee's shins, ankles, or feet. If drum needs to be moved slowly into final position, watch fingers and pinch points. Use "Buddy System" to gradually shift drum position and ensure both parties are in communication of what each will do and to keep fingers out



JSA

JOB SAFETY ANALYSIS

DESCRIPTION OF JOB: Drum Handling		REVISION DATE:	JSA CREATED ON: 08/02/16
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MINIMUM REQUIRED PERSONAL PROTECTIVE EQUIPMENT			
<input type="checkbox"/> REFLECTIVE VEST	<input type="checkbox"/> LONG PANTS	<input type="checkbox"/> AIR PURIFYING RESPIRATOR	<input type="checkbox"/> GLOVE _____
<input type="checkbox"/> HARD HAT	<input checked="" type="checkbox"/> GLOVE <u>LEATHER</u>	<input type="checkbox"/> SUPPLIED AIR RESPIRATOR	<input type="checkbox"/> GLOVE _____
<input type="checkbox"/> SAFETY TOED BOOTS	<input type="checkbox"/> CHEMICAL RESISTANT GLOVE:	<input type="checkbox"/> CHEMICAL RESISTANT CLOTHING:	<input type="checkbox"/> GLOVE _____
<input type="checkbox"/> SAFETY GLASSES	<input type="checkbox"/> HEARING PROTECTION	<input type="checkbox"/> GOGGLES	<input type="checkbox"/> OTHER:
<input type="checkbox"/> FACE SHIELD			<input type="checkbox"/> OTHER:

REQUIRED TOOLS/EQUIPMENT/SUPPLIES			
<input type="checkbox"/> DRINKING WATER	<input type="checkbox"/> RATCHET WITH EXTENSION	<input checked="" type="checkbox"/> OTHER: Drum Dolly	<input type="checkbox"/> OTHER:
<input type="checkbox"/> BUG REPELLENT	<input type="checkbox"/> WELL MAGNET	<input type="checkbox"/> OTHER:	<input type="checkbox"/> OTHER:
<input type="checkbox"/> TRAFFIC CONTROL DEVICES	<input type="checkbox"/> AIR MONITORING SELECT FROM LIST	<input type="checkbox"/> OTHER:	<input type="checkbox"/> OTHER:
<input type="checkbox"/> LADDER	<input type="checkbox"/> LOCKOUT/TAGOUT EQUIPMENT	<input type="checkbox"/> OTHER:	<input type="checkbox"/> OTHER:

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		of pinch points. <ul style="list-style-type: none"> When drum is removed from dolly, use steps outlined for temporary (or longer storage) of dolly.



JSA

JOB SAFETY ANALYSIS

DESCRIPTION OF JOB:

Drum Handling

REVISION DATE:

JSA CREATED ON:

08/02/16

PREPARED BY: Ben Chevlen

REVIEWED BY:

APPROVED BY:

PAGE: 5 of 5

MINIMUM REQUIRED PERSONAL PROTECTIVE EQUIPMENT

- REFLECTIVE VEST
- HARD HAT
- SAFETY TOED BOOTS
- SAFETY GLASSES
- FACE SHIELD

- LONG PANTS
- GLOVE _____
- CHEMICAL RESISTANT GLOVE:
- HEARING PROTECTION

- AIR PURIFYING RESPIRATOR
- SUPPLIED AIR RESPIRATOR
- CHEMICAL RESISTANT CLOTHING:
- GOGGLES

- GLOVE _____
- GLOVE _____
- GLOVE _____
- OTHER:
- OTHER:

REQUIRED TOOLS/EQUIPMENT/SUPPLIES

- DRINKING WATER
- BUG REPELLENT
- TRAFFIC CONTROL DEVICES
- LADDER

- RATCHET WITH EXTENSION
- WELL MAGNET
- AIR MONITORING **SELECT FROM LIST**
- LOCKOUT/TAGOUT EQUIPMENT

- OTHER:
- OTHER:
- OTHER:
- OTHER:

- OTHER:
- OTHER:
- OTHER:
- OTHER:

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MINIMUM REQUIRED PERSONAL PROTECTIVE EQUIPMENT			
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<input type="checkbox"/> HARD HAT	<input type="checkbox"/> COTTON, LEATHER, OR CRAFTSMAN GLOVES	<input type="checkbox"/> SUPPLIED AIR RESPIRATOR	<input type="checkbox"/> OTHER:
<input type="checkbox"/> SAFETY TOED BOOTS	<input checked="" type="checkbox"/> CHEMICAL RESISTANT GLOVE: Nitrile	<input type="checkbox"/> CHEMICAL RESISTANT CLOTHING:	<input type="checkbox"/> OTHER:
<input type="checkbox"/> SAFETY GLASSES	<input type="checkbox"/> HEARING PROTECTION	<input type="checkbox"/> GOGGLES	<input type="checkbox"/> OTHER:
<input type="checkbox"/> FACE SHIELD			

REQUIRED TOOLS/EQUIPMENT/SUPPLIES			
<input type="checkbox"/> DRINKING WATER	<input type="checkbox"/> RATCHET WITH EXTENSION	<input type="checkbox"/> OTHER:	<input type="checkbox"/> OTHER:
<input type="checkbox"/> BUG REPELLENT	<input type="checkbox"/> WELL MAGNET	<input type="checkbox"/> OTHER:	<input type="checkbox"/> OTHER:
<input type="checkbox"/> TRAFFIC CONTROL DEVICES	<input type="checkbox"/> AIR MONITORING PID	<input type="checkbox"/> OTHER:	<input type="checkbox"/> OTHER:
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<input type="checkbox"/> SAFETY GLASSES	<input type="checkbox"/> HEARING PROTECTION	<input type="checkbox"/> GOGGLES	<input type="checkbox"/> OTHER:
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REQUIRED TOOLS/EQUIPMENT/SUPPLIES			
<input type="checkbox"/> DRINKING WATER	<input type="checkbox"/> RATCHET WITH EXTENSION	<input type="checkbox"/> OTHER:	<input type="checkbox"/> OTHER:
<input type="checkbox"/> BUG REPELLENT	<input type="checkbox"/> WELL MAGNET	<input type="checkbox"/> OTHER:	<input type="checkbox"/> OTHER:
<input type="checkbox"/> TRAFFIC CONTROL DEVICES	<input type="checkbox"/> AIR MONITORING SELECT FROM LIST	<input type="checkbox"/> OTHER:	<input type="checkbox"/> OTHER:
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<input type="checkbox"/> SAFETY TOED BOOTS	<input checked="" type="checkbox"/> CHEMICAL RESISTANT GLOVE: Nitrile	<input type="checkbox"/> CHEMICAL RESISTANT CLOTHING:	<input type="checkbox"/> OTHER:
<input type="checkbox"/> SAFETY GLASSES	<input type="checkbox"/> HEARING PROTECTION	<input type="checkbox"/> GOGGLES	<input type="checkbox"/> OTHER:
<input type="checkbox"/> FACE SHIELD			

REQUIRED TOOLS/EQUIPMENT/SUPPLIES			
<input type="checkbox"/> DRINKING WATER	<input type="checkbox"/> RATCHET WITH EXTENSION	<input type="checkbox"/> OTHER:	<input type="checkbox"/> OTHER:
<input type="checkbox"/> BUG REPELLENT	<input type="checkbox"/> WELL MAGNET	<input type="checkbox"/> OTHER:	<input type="checkbox"/> OTHER:
<input type="checkbox"/> TRAFFIC CONTROL DEVICES	<input type="checkbox"/> AIR MONITORING PID	<input type="checkbox"/> OTHER:	<input type="checkbox"/> OTHER:
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JSA

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MINIMUM REQUIRED PERSONAL PROTECTIVE EQUIPMENT			
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REQUIRED TOOLS/EQUIPMENT/SUPPLIES			
<input type="checkbox"/> DRINKING WATER	<input type="checkbox"/> RATCHET WITH EXTENSION	<input type="checkbox"/> OTHER:	<input type="checkbox"/> OTHER:
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<input type="checkbox"/> TRAFFIC CONTROL DEVICES	<input type="checkbox"/> AIR MONITORING SELECT FROM LIST	<input type="checkbox"/> OTHER:	<input type="checkbox"/> OTHER:
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<input type="checkbox"/> SAFETY GLASSES	<input type="checkbox"/> HEARING PROTECTION	<input type="checkbox"/> GOGGLES	<input type="checkbox"/> OTHER:
<input type="checkbox"/> FACE SHIELD			

REQUIRED TOOLS/EQUIPMENT/SUPPLIES

<input type="checkbox"/> DRINKING WATER	<input type="checkbox"/> RATCHET WITH EXTENSION	<input type="checkbox"/> OTHER:	<input type="checkbox"/> OTHER:
<input type="checkbox"/> BUG REPELLENT	<input type="checkbox"/> WELL MAGNET	<input type="checkbox"/> OTHER:	<input type="checkbox"/> OTHER:
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REQUIRED TOOLS/EQUIPMENT/SUPPLIES			
<input type="checkbox"/> DRINKING WATER	<input type="checkbox"/> RATCHET WITH EXTENSION	<input type="checkbox"/> OTHER:	<input type="checkbox"/> OTHER:
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<input type="checkbox"/> TRAFFIC CONTROL DEVICES	<input type="checkbox"/> AIR MONITORING SELECT FROM LIST	<input type="checkbox"/> OTHER:	<input type="checkbox"/> OTHER:
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MINIMUM REQUIRED PERSONAL PROTECTIVE EQUIPMENT

<input type="checkbox"/> REFLECTIVE VEST	<input type="checkbox"/> LONG PANTS	<input type="checkbox"/> AIR PURIFYING RESPIRATOR	<input type="checkbox"/> OTHER:
<input type="checkbox"/> HARD HAT	<input type="checkbox"/> COTTON, LEATHER, OR CRAFTSMAN GLOVES	<input type="checkbox"/> SUPPLIED AIR RESPIRATOR	<input type="checkbox"/> OTHER:
<input type="checkbox"/> SAFETY TOED BOOTS	<input checked="" type="checkbox"/> CHEMICAL RESISTANT GLOVE: Nitrile	<input type="checkbox"/> CHEMICAL RESISTANT CLOTHING:	<input type="checkbox"/> OTHER:
<input type="checkbox"/> SAFETY GLASSES	<input type="checkbox"/> HEARING PROTECTION	<input type="checkbox"/> GOGGLES	<input type="checkbox"/> OTHER:
<input type="checkbox"/> FACE SHIELD			

REQUIRED TOOLS/EQUIPMENT/SUPPLIES

<input type="checkbox"/> DRINKING WATER	<input type="checkbox"/> RATCHET WITH EXTENSION	<input type="checkbox"/> OTHER:	<input type="checkbox"/> OTHER:
<input type="checkbox"/> BUG REPELLENT	<input type="checkbox"/> WELL MAGNET	<input type="checkbox"/> OTHER:	<input type="checkbox"/> OTHER:
<input type="checkbox"/> TRAFFIC CONTROL DEVICES	<input type="checkbox"/> AIR MONITORING PID	<input type="checkbox"/> OTHER:	<input type="checkbox"/> OTHER:
<input type="checkbox"/> LADDER	<input type="checkbox"/> LOCKOUT/TAGOUT EQUIPMENT	<input type="checkbox"/> OTHER:	<input type="checkbox"/> OTHER:

STOP WORK

Employees must stop work and contact off-site senior personnel when a change in condition, process, or job phase develops on the project site that is not addressed by this JSA or within the project specific HASP. The JSA should be modified with new steps, hazards, and safe procedures agreed upon by all ATC and Subcontractor employees at the project site and approved by off-site senior personnel. Documentation of the modification and review by all affected personnel must take place.

1 JOB STEPS	2 POTENTIAL HAZARDOUS CONDITIONS or UNSAFE PRACTICES	3 SAFE PROCEDURES and PREVENTATIVE MEASURES



JSA

JOB SAFETY ANALYSIS

DESCRIPTION OF JOB:		REVISION DATE:	JSA CREATED ON:
PREPARED BY:	REVIEWED BY:	APPROVED BY:	PAGE: 2 of 2

MINIMUM REQUIRED PERSONAL PROTECTIVE EQUIPMENT			
<input type="checkbox"/> REFLECTIVE VEST	<input type="checkbox"/> LONG PANTS	<input type="checkbox"/> AIR PURIFYING RESPIRATOR	<input type="checkbox"/> OTHER:
<input type="checkbox"/> HARD HAT	<input type="checkbox"/> COTTON, LEATHER, OR CRAFTSMAN GLOVES	<input type="checkbox"/> SUPPLIED AIR RESPIRATOR	<input type="checkbox"/> OTHER:
<input type="checkbox"/> SAFETY TOED BOOTS	<input type="checkbox"/> CHEMICAL RESISTANT GLOVE:	<input type="checkbox"/> CHEMICAL RESISTANT CLOTHING:	<input type="checkbox"/> OTHER:
<input type="checkbox"/> SAFETY GLASSES	<input type="checkbox"/> HEARING PROTECTION	<input type="checkbox"/> GOGGLES	<input type="checkbox"/> OTHER:
<input type="checkbox"/> FACE SHIELD			
REQUIRED TOOLS/EQUIPMENT/SUPPLIES			
<input type="checkbox"/> DRINKING WATER	<input type="checkbox"/> RATCHET WITH EXTENSION	<input type="checkbox"/> OTHER:	<input type="checkbox"/> OTHER:
<input type="checkbox"/> BUG REPELLENT	<input type="checkbox"/> WELL MAGNET	<input type="checkbox"/> OTHER:	<input type="checkbox"/> OTHER:
<input type="checkbox"/> TRAFFIC CONTROL DEVICES	<input type="checkbox"/> AIR MONITORING SELECT FROM LIST	<input type="checkbox"/> OTHER:	<input type="checkbox"/> OTHER:
<input type="checkbox"/> LADDER	<input type="checkbox"/> LOCKOUT/TAGOUT EQUIPMENT	<input type="checkbox"/> OTHER:	<input type="checkbox"/> OTHER:

STOP WORK

Employees must stop work and contact off-site senior personnel when a change in condition, process, or job phase develops on the project site that is not addressed by this JSA or within the project specific HASP. The JSA should be modified with new steps, hazards, and safe procedures agreed upon by all ATC and Subcontractor employees at the project site and approved by off-site senior personnel. Documentation of the modification and review by all affected personnel must take place.

Please explain additional steps, changes or amendments to this JSA in the provided space below. Prior to starting work ensure that all employees understand and agree with the changes in this JSA.

APPENDIX B
Chemical Hazard Information

Last Revision Date: 1/25/2012

SECTION 1 - CHEMICAL PRODUCT and COMPANY IDENTIFICATION

Catalog Number: S-13586M1
Description: Toxaphene (TM)
Product Type: Solution
Other Names: Camphechlor (TM)/Chlorinated camphene

Supplied by CHEM SERVICE, Inc. PO BOX 599, WEST CHESTER, PA 19381 (610)-692-3026
EMERGENCY PHONE: 1-610-692-3026

SECTION 2 - COMPOSITION, INFORMATION ON INGREDIENTS

CAS: 8001-35-2
Description: Toxaphene (TM) Solution
Concentration: 100ug/mL in Methanol
EINECS No: 232-283-3
Hazard Symbols: T, N

SECTION 3 - HAZARDS IDENTIFICATION

Contact lenses should not be worn in the laboratory.
All chemicals should be considered hazardous – Avoid direct physical contact!

For the solvent: Methanol

Health Risks: May be fatal if absorbed through the skin! Repeated exposure to vapors and/or dust can cause eye injury. May be fatal if inhaled! Can cause cardiovascular system injury. Exposure can cause liver damage. Exposure can cause kidney damage. May be fatal or cause blindness if swallowed. Can cause gastro-intestinal disturbances. Can cause convulsions.

CA Proposition 65: Data Not Available

For the minor component: Toxaphene (TM)

This chemical is considered to be a CARCINOGEN by the state of California.

SECTION 4 - FIRST AID MEASURES

An antidote is a substance intended to counteract the effect of a poison. It should be administered only by a physician or trained emergency personnel. Medical advice can be obtained from a POISON CONTROL CENTER.

For the solvent: Methanol

First Aid: In case of contact: Flush eyes continuously with water for 15-20 minutes. Flush skin with water for 15-20 minutes. If patient has stopped breathing administer artificial respiration. If patient is in cardiac arrest administer CPR. Continue life supporting measures until medical assistance has arrived. Do not wear shoes or clothing until absolutely free of all chemical odors. Get medical attention if necessary. If no burns have occurred-use soap and water to cleanse skin. If inhaled remove patient to fresh air. Administer oxygen if patient is having difficulty breathing. If swallowed do not induce vomiting.

SECTION 5 - FIRE AND EXPLOSION DATA

For the solvent: Methanol

Flash Point: 11°C This is a flammable chemical.

Extinguishing Media: Carbon dioxide or dry chemical powder. DO NOT USE WATER!

Upper Explosion Limit: 36%
Lower Explosion Limit: 6.0%
Autoignition Temperature: 464°C

NFPA Scale: 0 - Least, 1 - Slight, 2 - Moderate, 3 - High, 4 - Severe
NFPA Hazard Rating: Health: 1. Reactivity: 0. Flammability: 3. Special: No Data.

SECTION 6 - ACCIDENTAL RELEASE MEASURES

Spills or leaks: Evacuate area. Wear appropriate OSHA regulated equipment. Ventilate area. Absorb on vermiculite or similar material. Sweep up and place in an appropriate container. Hold for disposal.

Wash contaminated surfaces to remove any residues.
Remove contaminated clothing and wash before reuse.

SECTION 7 - HANDLING AND STORAGE*Handling:*

This chemical should be handled only in a hood. Eye shields should be worn. Use appropriate OSHA/MSHA approved safety equipment.

Avoid contact with skin, eyes and clothing. Avoid ingestion and inhalation.

Wash thoroughly after handling.

Storage:

Store in a cool dry place. Store only with compatible chemicals. Keep tightly closed.

SECTION 8 - EXPOSURE CONTROLS/PERSONAL PROTECTION

For the solvent: Methanol

OSHA PEL (TWA): 200 ppm (260 mg/m³)

ACGIH TLV (TWA): 200 ppm (262 mg/m³)

ACGIH TLV (STEL): Data Not Available

Personal Protective Equipment

Eyes: Wear Safety Glasses.

Skin: Wear appropriate protective gloves to prevent skin exposure.

Clothing: Wear appropriate protective clothing to minimize contact with skin.

Respirators: A respiratory protection program that meets OSHA's 29 CFR 1910.134 requirements must be followed whenever workplace conditions warrant the use of a respirator.

SECTION 9 - PHYSICAL AND CHEMICAL PROPERTIES

For the solvent: Methanol

Color:	Colorless
Phase:	Liquid
Melting Point:	-98°C
Boiling Point:	64.6°C
Specific Gravity:	0.791g/mL
Vapor Density:	1.11
Vapor Pressure:	130.3 hPa @ 20°C
Solubility in Water:	Completely miscible.
Odor:	Data Not Available
Evaporation Rate (Butyl acetate=1):	Data Not Available
Molecular Weight:	32.05
Molecular Formula:	CH ₄ O

SECTION 10 - STABILITY AND REACTIVITY

For the solvent: Methanol

Flammable. Reacts with Acid halides and anhydrides. Incompatible with strong acids. Incompatible with strong reducing agents. Incompatible with strong oxidizing agents. Decomposition liberates toxic fumes. Hygroscopic. Incompatible with active metals (e.g. Sodium).

SECTION 11 - TOXICOLOGY INFORMATION

The primary hazards for this solution are predominantly from the solvent.

For the solvent: Methanol

RTECS: PC1400000
Oral Rat or Mouse LD50: 5628 mg/kg
Dermal Rat or Mouse LD50: N/A mg/kg
Rat or Mouse LC50 : 64000 ppm/8H

Carcinogenicity

OSHA: No IARC: No NTP: No ACGIH: No A4 NIOSH: No Other: No

For the minor component: Toxaphene (TM)

The LD50 for the minor component:

<i>Description</i>	<i>LD50</i>
Toxaphene (TM)	40 mg/kg

Carcinogenicity:

OSHA: No IARC: Yes NTP: Yes CARC: No ACGIH: No NIOSH: Yes

This chemical is considered to be a CARCINOGEN by the state of California.

SECTION 12 - ECOLOGICAL INFORMATION

Ecotoxicity: Not Available
Environmental Fate: Not Available

SECTION 13 - DISPOSAL CONSIDERATIONS

Dispose in accordance with Federal, State and Local regulations.

SECTION 14 - TRANSPORTATION INFORMATION

UN Number: UN1230
Class: 3
Packing Group: II
Proper Shipping Name: Methanol

SECTION 15 - REGULATORY INFORMATION

For the solvent: Methanol

European Labeling in Accordance with EC Directives
Hazard Symbols: T F

- Risk Phrases: -R11: Highly Flammable.
 -R23/25: Toxic by inhalation, and if swallowed.
- Safety Phrases: -S16: Keep away from sources of ignition - No smoking.
 -S2: Keep out of reach of children
 -S24: Avoid contact with the skin
 -S45: In case of accident or if you feel unwell, seek medical advice immediately
 (show label where possible).
 -S7: Keep container tightly closed

SECTION 16 - OTHER INFORMATION

The above information is believed to be correct on the date it was last revised and must not be considered all inclusive. The information has been obtained only by a search of available literature and is only a guide for handling the chemicals. OSHA regulations require that if other hazards become evident, an upgraded MSDS must be made available to the employee within three months. RESPONSIBILITY for updates lies with the employer and not with CHEM SERVICE, Inc.

Persons not specifically and properly trained should not handle this chemical or its container. This product is furnished FOR LABORATORY USE ONLY! Our products may NOT BE USED as drugs, cosmetics, agricultural or pesticide products, food additives or as household chemicals.

This Material Safety Data Sheet (MSDS) is intended only for use with Chem Service, Inc. products and should not be relied on for use with materials from any other supplier even if the chemical name(s) on the product are identical! Whenever using an MSDS for a solution or mixture the user should refer to the MSDS for every component of the solution or mixture. Chem Service warrants that this MSDS is based upon the most current information available to Chem Service at the time it was last revised. THIS WARRANTY IS EXCLUSIVE, AND CHEM SERVICE, INC. MAKES NO OTHER WARRANTY, EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE. This MSDS is provided gratis and CHEM SERVICE, INC. SHALL NOT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL OR CONTINGENT DAMAGES.

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This product is furnished FOR LABORATORY USE ONLY!

SIGMA-ALDRICH

MATERIAL SAFETY DATA SHEET

Date Printed: 28.07.2016

Date Updated: 31.05.2012

Version 1.6

Section 1 - Product and Company Information

Product Name METHOXYCHLOR
Product Number M1501
Brand SIGMA

Company Sigma-Aldrich
Address 3050 Spruce Street
SAINT LOUIS MO 63103 US

Technical Phone: 800-325-5832
Fax: 800-325-5052
Emergency Phone: 314-776-6555

Section 2 - Composition/Information on Ingredient

Substance Name	CAS #	SARA 313
METHOXYCHLOR	72-43-5	Yes

Formula C16H15Cl3O2

Synonyms

Benzene,
1,1'-(2,2,2-trichloroethylidene)bis(4-methoxy- *
2,2-Bis(p-anisyl)-1,1,1-trichloroethane *
1,1-Bis(p-methoxyphenyl)-2,2,2-trichloroethane *
2,2-Bis(p-methoxyphenyl)-1,1,1-trichloroethane *
Dianisyltrichlorethane *
2,2-Di-p-anisyl-1,1,1-trichloroethane *
Dimethoxy-DDT *
p,p'-Dimethoxydiphenyltrichloroethane *
2,2-Di-(p-methoxyphenyl)-1,1,1-trichloroethane *
Di(p-methoxyphenyl)-trichloromethyl methane *
DMDT * p,p'-Dwumetoksydwufenylotrojchloroetan
(Polish) * ENT 1,716 * Ethane,
2,2-bis(p-anisyl)-1,1,1-trichloro- * Higalmetox *
Marlate * Methoxcide * Methoxychlor (ACGIH:OSHA)
* p,p'-Methoxychlor * Methoxychlor 2 EC *
Methoxy-DDT * Metoksychlor (Polish) * Metox *
Mezox K * Moxie * NCI-C00497 * OMS 466 * RCRA
waste number U247 *
1,1,1-Trichlor-2,2-bis(4-methoxy-phenyl)-aethan
(German) *
1,1,1-Trichloro-2,2-bis(p-anisyl)ethane *
1,1'-(2,2,2-Trichloroethylidene)bis(4-methoxybenze
ne) *
1,1,1-Trichloro-2,2-bis(p-methoxyphenyl)ethane *
1,1,1-Trichloro-2,2-bis(4-methoxyphenyl)ethane *
2,2,2-Trichloro-1,1-bis(4-methoxyphenyl)ethane *
1,1,1-Trichloro-2,2-di(4-methoxyphenyl)ethane *
4,4-(2,2,2-Trichloroethylidene)dianisole

RTECS Number: KJ3675000

Section 3 - Hazards Identification

EMERGENCY OVERVIEW

Harmful.

Harmful by inhalation, in contact with skin and if swallowed.

Limited evidence of a carcinogenic effect.

Possible mutagen. Reproductive hazard. Target organ(s): Nerves.

Kidneys.

For additional information on toxicity, please refer to Section 11.

Section 4 - First Aid Measures

ORAL EXPOSURE

If swallowed, wash out mouth with water provided person is conscious. Call a physician.

INHALATION EXPOSURE

If inhaled, remove to fresh air. If not breathing give artificial respiration. If breathing is difficult, give oxygen.

EYE EXPOSURE

Assure adequate flushing of the eyes by separating the eyelids with fingers.

Section 5 - Fire Fighting Measures

FLASH POINT

N/A

AUTOIGNITION TEMP

N/A

FLAMMABILITY

N/A

EXTINGUISHING MEDIA

Suitable: Water spray. Carbon dioxide, dry chemical powder, or appropriate foam.

FIREFIGHTING

Protective Equipment: Wear self-contained breathing apparatus and protective clothing to prevent contact with skin and eyes.
Specific Hazard(s): Emits toxic fumes under fire conditions.

EXPOSURE HAZARD(S)

Material: Harmful solid.

Section 6 - Accidental Release Measures

PROCEDURE(S) OF PERSONAL PRECAUTION(S)

Wear self-contained breathing apparatus, rubber boots, and heavy rubber gloves.

METHODS FOR CLEANING UP

Sweep up, place in a bag and hold for waste disposal. Avoid raising dust. Ventilate area and wash spill site after material pickup is complete.

Section 7 - Handling and Storage

HANDLING

User Exposure: Avoid inhalation. Do not get in eyes, on skin, on clothing. Avoid prolonged or repeated exposure.

STORAGE

Suitable: Keep tightly closed. Store in a cool dry place.

Section 8 - Exposure Controls / PPE

ENGINEERING CONTROLS

Use only in a chemical fume hood. Safety shower and eye bath.

PERSONAL PROTECTIVE EQUIPMENT

Other: Wear appropriate government approved respirator, chemical-resistant gloves, safety goggles, other protective clothing.

GENERAL HYGIENE MEASURES

Wash thoroughly after handling. Wash contaminated clothing before reuse.

EXPOSURE LIMITS, RTECS

Country	Source	Type	Value
USA	ACGIH	TWA	10 MG/M3
USA	MSHA Standard-air	TWA	10 MG/M3
USA	OSHA.	PEL	8H TWA 15 MG/M3, TOTAL DUST
New Zealand OEL			
Remarks: check ACGIH TLV			
USA	NIOSH		(0.07 MG/M3 LOQ)

EXPOSURE LIMITS

Country	Source	Type	Value
Poland		NDS	10 MG/M3
Poland		NDSch	-
Poland		NDSP	-

Section 9 - Physical/Chemical Properties

Appearance	Physical State: Solid	
Property	Value	At Temperature or Pressure
Molecular Weight	345,6600 AMU	
pH	N/A	
BP/BP Range	N/A	
MP/MP Range	86,000. - 88,000 °C.	
Freezing Point	N/A	
Vapor Pressure	N/A	
Vapor Density	N/A	
Saturated Vapor Conc.	N/A	
Bulk Density	N/A	
Odor Threshold	N/A	
Volatile%	N/A	
VOC Content	N/A	
Water Content	N/A	
Solvent Content	N/A	
Evaporation Rate	N/A	
Viscosity	N/A	

Surface Tension	N/A
Partition Coefficient	N/A
Decomposition Temp.	N/A
Flash Point	N/A
Explosion Limits	N/A
Flammability	N/A
Autoignition Temp	N/A
Refractive Index	N/A
Optical Rotation	N/A
Miscellaneous Data	N/A
Solubility	N/A

N/A = not available

Section 10 - Stability and Reactivity

STABILITY

Materials to Avoid: Strong oxidizing agents.

HAZARDOUS DECOMPOSITION PRODUCTS

Hazardous Decomposition Products: Carbon monoxide, Carbon dioxide, Hydrogen chloride gas.

Section 11 - Toxicological Information

ROUTE OF EXPOSURE

Multiple Routes: May cause irritation. Harmful if swallowed, inhaled, or absorbed through skin.

TARGET ORGAN(S) OR SYSTEM(S)

Kidneys. Central nervous system.

TOXICITY DATA

Oral
Human
6430,000000 mg/kg
LDLO

Oral
Rat
1855,000000 mg/kg
LD50
Remarks: Behavioral:Excitement. Behavioral:Convulsions or effect on seizure threshold. Behavioral:Ataxia.

Skin
Rat
> 6000,000000 mg/kg
LD50

Oral
Mouse
510,000000 mg/kg
LD50
Remarks: Behavioral:Convulsions or effect on seizure threshold. Behavioral:Ataxia. Behavioral:Excitement.

Oral
Rabbit

> 6000,000000 mg/kg
LD50

Skin
Rabbit
> 6000,000000 mg/kg
LD50

Intraperitoneal
Hamster
500 MG/KG
LD50

Oral
Duck
> 2000,000000 mg/kg
LD50

CHRONIC EXPOSURE - CARCINOGEN

Species: Rat
Route of Application: Oral
Dose: 18200 MG/KG
Exposure Time: 2Y
Frequency: C
Result: Tumorigenic: Carcinogenic by RTECS criteria. Tumorigenic
Effects: Prostate tumors.

Species: Mouse
Route of Application: Oral
Dose: 56700 MG/KG
Exposure Time: 90W
Frequency: C
Result: Tumorigenic: Carcinogenic by RTECS criteria. Lungs,
Thorax, or Respiration: Tumors. Tumorigenic Effects: Testicular
tumors.

Species: Dog
Route of Application: Oral
Dose: 383 GM/KG
Exposure Time: 3Y
Frequency: C
Result: Tumorigenic: Equivocal tumorigenic agent by RTECS
criteria. Liver: Tumors.

Species: Rat
Route of Application: Oral
Dose: 41 GM/KG
Exposure Time: 2Y
Frequency: C
Result: Tumorigenic: Equivocal tumorigenic agent by RTECS
criteria. Liver: Multiple effects. Lungs, Thorax, or
Respiration: Other changes.

Species: Mouse
Route of Application: Oral
Dose: 62622 MG/KG
Exposure Time: 2Y
Frequency: C
Result: Liver: Tumors. Tumorigenic: Equivocal tumorigenic agent by

RTECS criteria.

Species: Rat
Route of Application: Oral
Dose: 80 GM/KG
Exposure Time: 2Y
Frequency: C
Result: Liver:Tumors. Tumorigenic:Carcinogenic by RTECS
criteria. Tumorigenic Effects: Ovarian tumors.

Species: Rat
Route of Application: Oral
Dose: 72800 MG/KG
Exposure Time: 2Y
Frequency: C
Result: Liver:Tumors. Tumorigenic:Carcinogenic by RTECS criteria.

Species: Rat
Route of Application: Oral
Dose: 87360 MG/KG
Exposure Time: 2Y
Frequency: C
Result: Tumorigenic:Carcinogenic by RTECS criteria. Liver:Tumors.

Species: Rat
Route of Application: Oral
Dose: 10920 MG/KG
Exposure Time: 1Y
Frequency: C
Result: Blood:Lymphomas including Hodgkin's disease.
Tumorigenic:Equivocal tumorigenic agent by RTECS criteria.

Species: Rat
Route of Application: Oral
Dose: 45500 MG/KG
Exposure Time: 1Y
Frequency: C
Result: Blood:Lymphomas including Hodgkin's disease.
Tumorigenic:Equivocal tumorigenic agent by RTECS criteria.

IARC CARCINOGEN LIST

Rating: Group 3

NTP CARCINOGEN LIST

Rating: No evidence.
Species: Mouse/rat
Route: Feed

ACGIH CARCINOGEN LIST

Rating: A4

CHRONIC EXPOSURE - TERATOGEN

Species: Rat
Dose: 2 GM/KG
Route of Application: Oral
Exposure Time: (6-15D PREG)

Result: Specific Developmental Abnormalities: Musculoskeletal system.

Species: Mouse

Dose: 3 GM/KG

Route of Application: Oral

Exposure Time: (6-15D PREG)

Result: Effects on Embryo or Fetus: Fetal death.

CHRONIC EXPOSURE - MUTAGEN

Species: Rat

Dose: 150 UMOL/L

Cell Type: liver

Mutation test: DNA damage

Species: Rat

Route: Oral

Dose: 28 GM/KG

Exposure Time: 10W

Mutation test: sperm

Species: Mouse

Dose: 10 MG/L (+S9)

Cell Type: lymphocyte

Mutation test: Mutation in microorganisms

Species: Mouse

Dose: 2 MG/L

Cell Type: fibroblast

Mutation test: Morphological transformation.

Species: Mouse

Route: Oral

Dose: 6 MG/KG

Exposure Time: 50D

Mutation test: Cytogenetic analysis

Species: Hamster

Dose: 10 MG/L

Cell Type: Embryo

Mutation test: Morphological transformation.

Species: Hamster

Route: Intraperitoneal

Dose: 50 MG/KG

Mutation test: Cytogenetic analysis

CHRONIC EXPOSURE - REPRODUCTIVE HAZARD

Result: Overexposure may cause reproductive disorder(s) based on tests with laboratory animals.

Species: Rat

Dose: 66 GM/KG

Route of Application: Oral

Exposure Time: (33D MALE)

Result: Paternal Effects: Testes, epididymis, sperm duct.

Paternal Effects: Prostate, seminal vesicle, Cowper's gland, accessory glands.

Species: Rat
Dose: 2 GM/KG
Route of Application: Oral
Exposure Time: (6-15D PREG)
Result: Effects on Fertility: Litter size (e.g.; # fetuses per litter; measured before birth). Effects on Fertility: Post-implantation mortality (e.g., dead and/or resorbed implants per total number of implants). Effects on Embryo or Fetus: Fetotoxicity (except death, e.g., stunted fetus).

Species: Rat
Dose: 4250 MG/KG
Route of Application: Oral
Exposure Time: (42D PRE-21D POST)
Result: Effects on Newborn: Physical. Maternal Effects: Ovaries, fallopian tubes. Effects on Newborn: Delayed effects.

Species: Rat
Dose: 10625 MG/KG
Route of Application: Oral
Exposure Time: (42D PRE-21D POST)
Result: Effects on Fertility: Mating performance (e.g., # sperm positive females per # females mated; # copulations per # estrus cycles). Maternal Effects: Uterus, cervix, vagina. Effects on Fertility: Female fertility index (e.g., # females pregnant per # sperm positive females; # females pregnant per # females mated).

Species: Rat
Dose: 7 GM/KG
Route of Application: Unreported
Exposure Time: (70D MALE)
Result: Paternal Effects: Spermatogenesis (including genetic material, sperm morphology, motility, and count).

Species: Rat
Dose: 2100 MG/KG
Route of Application: Unreported
Exposure Time: (21D PRE)
Result: Maternal Effects: Oogenesis.

Species: Rat
Dose: 9100 MG/KG
Route of Application: Unreported
Exposure Time: (70D MALE/21D PRE)
Result: Effects on Fertility: Mating performance (e.g., # sperm positive females per # females mated; # copulations per # estrus cycles).

Species: Mouse
Dose: 1 GM/KG
Route of Application: Oral
Exposure Time: (20D PREG)
Result: Maternal Effects: Ovaries, fallopian tubes.

Species: Mouse
Dose: 900 MG/KG
Route of Application: Oral
Exposure Time: (6-8D PREG)
Result: Maternal Effects: Uterus, cervix, vagina.

Species: Mouse
Dose: 2 GM/KG
Route of Application: Oral
Exposure Time: (6-15D PREG)
Result: Maternal Effects: Parturition.

Species: Mouse
Dose: 800 MG/KG
Route of Application: Intraperitoneal
Exposure Time: (1D PREG)
Result: Effects on Fertility: Pre-implantation mortality (e.g., reduction in number of implants per female; total number of implants per corpora lutea). Effects on Embryo or Fetus: Fetotoxicity (except death, e.g., stunted fetus).

Species: Mouse
Dose: 99 MG/KG
Route of Application: Subcutaneous
Exposure Time: (5-7D PREG)
Result: Effects on Newborn: Behavioral. Effects on Newborn: Biochemical and metabolic.

Species: Rabbit
Dose: 330 MG/KG
Route of Application: Oral
Exposure Time: (6-27D PREG)
Result: Maternal Effects: Other effects. Specific Developmental Abnormalities: Musculoskeletal system.

Section 12 - Ecological Information

No data available.

Section 13 - Disposal Considerations

APPROPRIATE METHOD OF DISPOSAL OF SUBSTANCE OR PREPARATION

Dissolve or mix the material with a combustible solvent and burn in a chemical incinerator equipped with an afterburner and scrubber. Observe all federal, state, and local environmental regulations.

Section 14 - Transport Information

DOT

Proper Shipping Name: Environmentally hazardous substances, solid, n.o.s.
UN#: 3077
Class: 9
Packing Group: Packing Group III
Hazard Label: Class 9
PIH: Not PIH

IATA

Non-Hazardous for Air Transport: Non-hazardous for air transport.

Section 15 - Regulatory Information

EU ADDITIONAL CLASSIFICATION

Symbol of Danger: Xn

Indication of Danger: Harmful.

R: 20/21/22-40

Risk Statements: Harmful by inhalation, in contact with skin and if swallowed. Limited evidence of a carcinogenic effect.

S: 7-23-36/37/39-45

Safety Statements: Keep container tightly closed. Do not breathe fumes. Wear suitable protective clothing, gloves, and eye/face protection. In case of accident or if you feel unwell, seek medical advice immediately (show the label where possible).

US CLASSIFICATION AND LABEL TEXT

Indication of Danger: Harmful.

Risk Statements: Harmful by inhalation, in contact with skin and if swallowed. Limited evidence of a carcinogenic effect.

Safety Statements: Keep container tightly closed. In case of accident or if you feel unwell, seek medical advice immediately (show the label where possible). Do not breathe fumes. Wear suitable protective clothing, gloves, and eye/face protection.

US Statements: Possible mutagen. Reproductive hazard. Target organ(s): Nerves. Kidneys.

UNITED STATES REGULATORY INFORMATION

SARA LISTED: Yes

NOTES: This product is subject to SARA section 313 reporting requirements.

CANADA REGULATORY INFORMATION

WHMIS Classification: This product has been classified in accordance with the hazard criteria of the CPR, and the MSDS contains all the information required by the CPR.

DSL: Yes

NDSL: No

Section 16 - Other Information






DISCLAIMER

For R&D use only. Not for drug, household or other uses.

WARRANTY

The above information is believed to be correct but does not purport to be all inclusive and shall be used only as a guide. The information in this document is based on the present state of our knowledge and is applicable to the product with regard to appropriate safety precautions. It does not represent any guarantee of the properties of the product. Sigma-Aldrich Inc., shall not be held liable for any damage resulting from handling or from contact with the above product. See reverse side of invoice or packing slip for additional terms and conditions of sale. Copyright 2010 Sigma-Aldrich Co. License granted to make unlimited paper copies for internal use only.

Material Safety Data Sheet

HAZARD WARNINGS	RISK PHRASES	PROTECTIVE CLOTHING
	Toxic compound, do not ingest or inhale. Avoid all contact with this material.	   

Section I. Chemical Product and Company Identification

Chemical Name	Dieldrin		
Catalog Number	H0059	Supplier	TGI America 9211 N. Harborage St. Portland OR 1-800-423-8616
Synonym	Alvit 55		
Chemical Formula	C ₁₂ H ₈ Cl ₆ O		
CAS Number	60-57-1	In case of Emergency Call	Chemtrec® (800) 424-9300 (U.S.) (703) 527-3887 (International)

Section II. Composition and Information on Ingredients

Chemical Name	CAS Number	Percent (%)	TLV/PEL	Toxicology Data
Dieldrin	60-57-1	-----	Not available.	Rat LD ₅₀ (oral) 383 mg/kg

Section III. Hazards Identification

Acute Health Effects	Toxic if ingested or inhaled. Avoid prolonged contact with this material. Overexposure may result in serious illness or death. Follow safe industrial hygiene practices and always wear proper protective equipment when handling this compound.
Chronic Health Effects	CARCINOGENIC EFFECTS : Not available. MUTAGENIC EFFECTS : Not available. TERATOGENIC EFFECTS : Not available. DEVELOPMENTAL TOXICITY Not available. Repeated exposure to an highly toxic material may produce general deterioration of health by an accumulation in one or many human organs.

Section IV. First Aid Measures

Eye Contact	Check for and remove any contact lenses. DO NOT use an eye ointment. Flush eyes with running water for a minimum of 15 minutes, occasionally lifting the upper and lower eyelids. Seek medical attention. Treat symptomatically and supportively.
Skin Contact	If the chemical gets spilled on a clothed portion of the body, remove the contaminated clothes as quickly as possible, protecting your own hands and body. Place the victim under a deluge shower. If the chemical touches the victim's exposed skin, such as the hands: Gently and thoroughly wash the contaminated skin with running water and non-abrasive soap. Be particularly careful to clean folds, crevices, creases and groin. Cover the irritated skin with an emollient. Seek medical attention. Treat symptomatically and supportively. Wash any contaminated clothing before reusing.
Inhalation	Evacuate the victim to a safe area as soon as possible. Loosen tight clothing such as a collar, tie, belt or waistband. If breathing is difficult, administer oxygen. If the victim is not breathing, perform artificial respiration. WARNING: It may be dangerous to the person providing aid to give mouth-to-mouth resuscitation when the inhaled material is toxic, infectious or corrosive. Seek immediate medical attention and, if possible, show the chemical label. Treat symptomatically and supportively.
Ingestion	INDUCE VOMITING by sticking finger in throat. Lower the head so that the vomit will not reenter the mouth and throat. Loosen tight clothing such as a collar, tie, belt, or waistband. If the victim is not breathing, administer artificial respiration. Examine the lips and mouth to ascertain whether the tissues are damaged, a possible indication that the toxic material was ingested; the absence of such signs, however, is not conclusive. Seek immediate medical attention and, if possible, show the chemical label. Treat symptomatically and supportively.

Section V. Fire and Explosion Data

Flammability	Combustible.	Auto-Ignition	Not available.
Flash Points	Not available.	Flammable Limits	Not available.
Combustion Products	These products are toxic carbon oxides (CO, CO ₂), halogenated compounds. WARNING: Highly toxic HCl gas is produced during combustion.		
Fire Hazards	No specific information is available regarding the flammability of this compound in the presence of various materials.		
Explosion Hazards	Risks of explosion of the product in presence of mechanical impact: Not available. Risks of explosion of the product in presence of static discharge: Not available. No additional information is available regarding the risks of explosion.		

Continued on Next Page

Emergency phone number (800) 424-9300

Fire Fighting Media
and Instructions

SMALL FIRE: Use DRY chemicals, CO₂, water spray or foam.
LARGE FIRE: Use water spray, fog or foam. DO NOT use water jet.

Section VI. Accidental Release MeasuresSpill Cleanup
Instructions

Toxic solid.
Stop leak if without risk. DO NOT get water inside container. DO NOT touch spilled material. Use water spray to reduce vapors. Prevent entry into sewers, basements or confined areas; dike if needed. Eliminate all sources of ignition. Consult federal, state, and/or local authorities for assistance on disposal. Consult federal, state, and/or local authorities for assistance on disposal.

Section VII. Handling and StorageHandling and Storage
Information

TOXIC. Handle with caution and minimize exposure. Keep away from heat and sources of ignition. Mechanical exhaust required. When not in use, tightly seal the container and store in a dry, cool place. Avoid excessive heat and light. DO NOT ingest. DO NOT breathe dust. In case of insufficient ventilation, wear suitable respiratory equipment. If ingested, seek medical advice immediately and show the container or the label. Treat symptomatically and supportively. Avoid contact with skin and eyes.
Always store away from incompatible compounds such as oxidizing agents.

Section VIII. Exposure Controls/Personal Protection

Engineering Controls

Use process enclosures, local exhaust ventilation, or other engineering controls to keep airborne levels below recommended exposure limits. If user operations generate dust, fume or mist, use ventilation to keep exposure to airborne contaminants below the exposure limit.

Personal Protection

Splash goggles. Lab coat. Dust respirator. Boots. Gloves. A MSHA/NIOSH approved respirator must be used to avoid inhalation of the product. Suggested protective clothing might not be sufficient; consult a specialist BEFORE handling this product.



Exposure Limits

Not available.

Section IX. Physical and Chemical Properties

Physical state @ 20°C

Orange-tan powder.

Solubility

Not available.

Specific Gravity

Not available.

Molecular Weight

380.91

Partition Coefficient

Not available.

Boiling Point

Not available.

Vapor Pressure

Not available.

Melting Point

143 to 144°C (289.4 to 291.2°F)

Vapor Density

13.2 (Air = 1)

Refractive Index

Not available.

Volatility

Not available.

Critical Temperature

Not available.

Odor

Not available.

Viscosity

Not available.

Taste

Not available.

Section X. Stability and Reactivity Data

Stability

This material is stable if stored under proper conditions. (See Section VII for instructions)

Conditions of Instability

Avoid excessive heat and light.

Incompatibilities

Highly reactive with oxidizing agents.

Section XI. Toxicological Information

RTECS Number

IO1750000

Routes of Exposure

Eye contact. Inhalation. Ingestion.

Toxicity Data

Rat LD₅₀ (oral) 383 mg/kg

Chronic Toxic Effects

CARCINOGENIC EFFECTS : Not available.
MUTAGENIC EFFECTS : Not available.
TERATOGENIC EFFECTS : Not available.
DEVELOPMENTAL TOXICITY Not available.
Repeated exposure to an highly toxic material may produce general deterioration of health by an accumulation in one or many human organs.

Acute Toxic Effects

Toxic if ingested or inhaled. Avoid prolonged contact with this material. Overexposure may result in serious illness or death. Follow safe industrial hygiene practices and always wear proper protective equipment when handling this compound.

Section XII. Ecological Information

Ecotoxicity Not available.

Environmental Fate Not available.

Section XIII. Disposal Considerations

Waste Disposal Recycle to process, if possible. Consult your local or regional authorities. You may be able to dissolve or mix material with a combustible solvent and burn in a chemical incinerator equipped with an afterburner and scrubber system. Observe all federal, state, and local regulations when disposing of this substance.

Section XIV. Transport Information

DOT Classification DOT CLASS 6.1: Toxic material.

PIN Number UN2761

Proper Shipping Name Organochlorine pesticides, solid, toxic

Packing Group (PG) II

DOT Pictograms

**Section XV. Other Regulatory Information and Pictograms**

TSCA Chemical Inventory (EPA) This product is **NOT** on the EPA Toxic Substances Control Act (TSCA) inventory. The following notices are required by 40 CFR 720.36 (C) for those products not on the inventory list:
 (i) These products are supplied solely for use in research and development by or under the supervision of a technically qualified individual as defined in 40 CFR 720.0 et sec.
 (ii) The health risks of these products have not been fully determined. Any information that is or becomes available will be supplied on an MSDS sheet.

WHMIS Classification (Canada) WHMIS CLASS D-1A: Material causing immediate and serious toxic effects (VERY TOXIC).

EINECS Number (EEC) 200-484-5

EEC Risk Statements R25- Toxic if swallowed.
 R27/28- Very toxic in contact with skin and if swallowed.

Japanese Regulatory Data Not available.

Section XVI. Other Information**Version 1.0**

Validated on 5/28/1997.

Printed 2/24/2005.

Notice to Reader

TCl laboratory chemicals are for research purposes only and are NOT intended for use as drugs, food additives, household, or pesticides. The information herein is believed to be correct, but does not claim to be all inclusive and should be used only as a guide. Neither the above named supplier nor any of its subsidiaries assumes any liability whatsoever for the accuracy or completeness of the information contained herein. Final determination of suitability of any material is the sole responsibility of the user. All chemical reagents must be handled with the recognition that their chemical, physiological, toxicological, and hazardous properties have not been fully investigated or determined. All chemical reagents should be handled only by individuals who are familiar with their potential hazards and who have been fully trained in proper safety, laboratory, and chemical handling procedures. Although certain hazards are described herein, we can not guarantee that these are the only hazards which exist. Our MSDS sheets are based only on data available at the time of shipping and are subject to change without notice as new information is obtained. Avoid long storage periods since the product is subject to degradation with age and may become more dangerous or hazardous. It is the responsibility of the user to request updated MSDS sheets for products that are stored for extended periods. Disposal of unused product must be undertaken by qualified personnel who are knowledgeable in all applicable regulations and follow all pertinent safety precautions including the use of appropriate protective equipment (e.g. protective goggles, protective clothing, breathing equipment, facial mask, fume hood). For proper handling and disposal, always comply with federal, state, and local regulations.

SAFETY DATA SHEET

1. SUBSTANCE AND SOURCE IDENTIFICATION

Product Identifier

RM Number: 8469
RM Name: 4,4'-DDT
Other Means of Identification: Not applicable.

Recommended Use of This Material and Restrictions of Use

This Reference Material (RM) is intended for use in the evaluation of procedures and working standards in used in the measurement of dichlorodiphenyltrichloroethane (4,4'-DDT) in environmental samples. RM 8469 is provided as a primary reference compound of measured purity for 4,4'-DDT. A unit of RM 8469 consists of one vial containing approximately 100 mg of 4,4'-DDT.

Company Information

National Institute of Standards and Technology
 Standard Reference Materials Program
 100 Bureau Drive, Stop 2300
 Gaithersburg, Maryland 20899-2300

Telephone: 301-975-2200
 FAX: 301-948-3730
 E-mail: SRMMSDS@nist.gov
 Website: <http://www.nist.gov/srm>

Emergency Telephone ChemTrec:
 1-800-424-9300 (North America)
 +1-703-527-3887 (International)

2. HAZARDS IDENTIFICATION

Classification

Physical Hazard: Not classified.
Health Hazard: Acute Toxicity, Oral, Dermal Category 3
 Carcinogenicity Category 2
 STOT, Repeated exposure Category 1

Label Elements
Symbol



Signal Word
 DANGER

Hazard Statement(s):

H301+H311 Toxic if swallowed or in contact with skin.
 H351 Suspected of causing cancer.
 H372 Causes damage to organs <central nervous system> through prolonged or repeated exposure <ingestion>.

Precautionary Statement(s):

P201 Obtain special instructions before use.
 P202 Do not handle until all safety precautions have been read and understood.
 P260 Do not breathe dust.
 P264 Wash hands thoroughly after handling.
 P270 Do not eat, drink or smoke when using this product.
 P280 Wear protective gloves, protective clothing, and eye protection.
 P301+P310 If on skin: Wash with plenty of water.
 P361+P364 Take off immediately all contaminated clothing and wash it before reuse.

P301+P310 If swallowed: Immediately call a doctor.
P330 Rinse mouth.
P312 Call a doctor.
P405 Store locked up.
P501 Dispose of contents and container according to local regulations.

Hazards Not Otherwise Classified: Not applicable.

Ingredients(s) with Unknown Acute Toxicity: Not applicable.

3. COMPOSITION AND INFORMATION ON HAZARDOUS INGREDIENTS

Substance: 4,4'-DDT

Other Designations: DDT; *p,p'*-DDT; 1,1'-(2,2,2-trichloroethylidene)bis(4-chlorobenzene); dicophane; 1,1,1-trichloro-2,2-bis(p-chlorophenyl)ethane; alpha,alpha-bis(p-chlorophenyl)-beta,beta,beta-trichloroethane; pentachlorin; RCRA U061; C₁₄H₉Cl₅.

Components listed below are in compliance with OSHA's 29 CFR 1910.1200.

Component(s)	CAS Number	EC Number (EINECS)	Nominal Mass Concentration (%)
4,4'-DDT	50-29-3	200-024-3	99.8

4. FIRST AID MEASURES

Description of First Aid Measures:

Inhalation: If adverse effects occur, remove to uncontaminated area. Give artificial respiration if not breathing. Get immediate medical attention.

Skin Contact: Wash skin with soap and water for at least 15 minutes while removing contaminated clothing and shoes. Get medical attention, if needed. Thoroughly clean and dry contaminated clothing and shoes before reuse.

Eye Contact: Flush eyes with water for at least 15 minutes. Then get immediate medical attention.

Ingestion: If swallowed, drink plenty of water, do NOT induce vomiting. Get immediate medical attention. Induce vomiting only at the instructions of a physician. Do not give anything by mouth to unconscious or convulsive person.

Most Important Symptoms/Effects, Acute and Delayed: Organochlorine pesticides cause liver and kidney damage.

Indication of any immediate medical attention and special treatment needed, if necessary: If any of the above symptoms are present, seek medical attention if needed.

5. FIRE FIGHTING MEASURES

Fire and Explosion Hazards: Slight fire hazard. See Section 9, "Physical and Chemical Properties" for flammability properties.

Extinguishing Media:

Suitable: Regular dry chemical, water, and regular foam.

Unsuitable: None listed.

Specific Hazards Arising from the Chemical: None listed.

Special Protective Equipment and Precautions for Fire-Fighters: Avoid inhalation of material or combustion byproducts. Wear full protective clothing and NIOSH approved self-contained breathing apparatus (SCBA).

NFPA Ratings (0 = Minimal; 1 = Slight; 2 = Moderate; 3 = Serious; 4 = Severe)

Health = 2 Fire = 1 Reactivity = 0

6. ACCIDENTAL RELEASE MEASURES

Personal Precautions, Protective Equipment and Emergency Procedures: Any accumulated material on surfaces should be removed and properly disposed of. Use suitable protective equipment; see Section 8, "Exposure Controls and Personal Protection".

Methods and Materials for Containment and Clean up: Do not touch spilled material. Notify safety personnel of spills. Absorb with sand or other non-combustible material. Collect spilled material in appropriate container for disposal. Isolate hazard area and deny entry. Subject to California Safe Drinking Water and Toxic Enforcement Act of 1986 (Proposition 65). Keep out of water supplies and sewers.

7. HANDLING AND STORAGE

Safe Handling Precautions: Minimize dust generation and accumulation on surfaces. Routine housekeeping should be instituted to ensure that dusts do not accumulate on surfaces. See Section 8, "Exposure Controls and Personal Protection".

Storage: Store and handle in accordance with all current regulations and standards. Keep separated from incompatible substances (See Section 10, "Stability and Reactivity").

8. EXPOSURE CONTROLS AND PERSONAL PROTECTION

Exposure Limits:

ACGIH (TLV): 1 mg/m³ (TWA)

NIOSH (REL): 0.5 mg/m³ (TWA)
500 mg/m³ (IDLH)

OSHA (PEL): 1 mg/m³ (TWA)
Prevent or reduce skin absorption.

Engineering Controls: Provide local exhaust or process enclosure ventilation system. Ensure compliance with applicable exposure limits.

Personal Protection: In accordance with OSHA 29 CFR 1910.132, subpart I, wear appropriate Personal Protective Equipment (PPE) to minimize exposure to this material.

Respiratory Protection: If workplace conditions warrant a respirator, a respiratory protection program that meets OSHA 29CFR 1910.134 must be followed. Refer to NIOSH 42 CFR 84 for applicable certified respirators.

Eye/Face Protection: Wear splash resistant safety goggles with a face shield. An eye wash station should be readily available near areas of use.

Skin and Body Protection: Personal protective equipment for the body should be selected based on the task being performed and the risks involved and should be approved by a specialist before handling this product. Chemical-resistant gloves should be worn at all times when handling chemicals.

9. PHYSICAL AND CHEMICAL PROPERTIES

Descriptive Properties:

Appearance

(physical state, color, etc.):

Molecular Formula:

Molar Mass (g/mol):

Odor:

Odor threshold:

pH:

Evaporation rate:

Melting point/freezing point:

Specific Gravity (water=1):

Vapor Pressure (mmHg):

Vapor Density (air = 1):

Viscosity (cP):

Solubility(ies):

Partition coefficient (n-octanol/water):

Particle Size:

4,4'-DDT

white crystalline solid

C₁₄H₉Cl₅

354.49

not available

not available

not available

not applicable

107 °C to 109 °C

(224.6 °F to 228.2 °F)

1.56 at 15 °C

not available

not applicable

not applicable

insoluble in water (0.12 ppm at 25 °C),

soluble in acetone, ether, pyridines, kerosene, benzene, carbon tetrachloride, dioxane, chloroform, and organic solvents

not available

not available

Thermal Stability Properties:	4,4' DDT
Autoignition Temperature (°C):	not available
Thermal Decomposition (°C):	not available
Initial boiling point and boiling range (°C):	260 °C (500 °F)
Explosive Limits, LEL (Volume %):	not available
Explosive Limits, UEL (Volume %):	not available
Flash Point (°C):	not available
Flammability (solid, gas):	not available

10. STABILITY AND REACTIVITY

Reactivity: Stable at normal temperatures and pressure.

Stability: X Stable Unstable

Possible Hazardous Reactions: None listed.

Conditions to Avoid: Avoid heat, flames, sparks and other sources of ignition. Keep out of water supplies and sewers.

Incompatible Materials: Bases, combustible materials, metal salts, metals, and oxidizing materials.

Fire/Explosion Information: See Section 5, "Fire Fighting Measures".

Hazardous Decomposition: Thermal decomposition will produce chlorides and oxides of carbon.

Hazardous Polymerization: Will Occur X Will Not Occur

11. TOXICOLOGICAL INFORMATION

Route of Exposure: X Inhalation X Skin X Ingestion

Symptoms Related to the Physical, Chemical and Toxicological Characteristics: Nausea, vomiting, diarrhea, stomach pain, and headache.

Potential Health Effects (Acute, Chronic and Delayed):

Inhalation: Same as ingestion if sufficient amounts are absorbed through the lungs.

Skin Contact: Same as ingestion if sufficient amounts are absorbed through the skin.

Eye Contact: May cause eye irritation.

Ingestion: Oral ingestion of food is the primary source of exposure for the general population. Acute and chronic ingestion was cause nausea, vomiting, diarrhea, stomach pain, headache, dizziness, disorientation, tingling sensation, kidney damage, liver damage, convulsions, coma, and death. 4,4'-DDT may cross the placenta and can be excreted in breast milk.

Numerical Measures of Toxicity:

Acute Toxicity: Category 3, Oral, Dermal

 Rat, Oral LD50: 87 mg/kg

 Rabbit, Dermal LD50: 300 mg/kg

Skin Corrosion/Irritation: Not classified; no data available.

Serious Eye Damage/Irritation: Not classified.

 Human, Eye: 423 mg/m³ for 1 h day for 6 d (irritation)

Respiratory Sensitization: Not classified; no data available.

Skin Sensitization: Not classified; no data available.

Germ Cell Mutagenicity: Not classified; no data available.

Carcinogenicity: Category 2

Listed as a Carcinogen/Potential Carcinogen X Yes No

 4,4'-DDT is listed by IARC as Group 2B (possibly carcinogenic to humans) and by NTP as *Reasonably Anticipated To Be A Human Carcinogen*. It is not listed by OSHA as a carcinogen/potential carcinogen.

 Tumorigenic effects: Rat, Oral TD: 438 mg/kg (2 years)

 Mutagenic effects: Human, 200 µg/L (72 h)

Reproductive Toxicity: Not classified; no data available.
Rat, Oral, TDLo: 430 mg/kg (pregnant 1 d to 21 d, 21 d).

Specific Target Organ Toxicity, Single Exposure: Not classified; no data available.

Specific Target Organ Toxicity, Repeated Exposure: Category 1, prolonged or repeated exposure may damage the central nervous system.

Aspiration Hazard: Not classified; no data available.

12. ECOLOGICAL INFORMATION

Ecotoxicity Data:

Fish Toxicity: Rainbow trout (*Oncorhynchus mykiss*) LC50 [static]: 1.25 µg/L to 3.59 µg/L (96 h)
Invertebrate: Water flea (*Daphnia magna*) LC50 [static]: 0.000 46 mg/L to 0.001 mg/L (48 h)

Persistence and Degradability: No data available.

Bioaccumulative Potential: BCF 1.17 species: fish.

Mobility in Soil: No data available.

Other Adverse effects: No data available.

13. DISPOSAL CONSIDERATIONS

Waste Disposal: Dispose of waste in accordance with all applicable federal, state, and local regulations. Subject to disposal regulations: U.S. EPA 40 CFR 262. Hazardous Waste Number(s): U061.

14. TRANSPORTATION INFORMATION

U.S. DOT and IATA: UN2761, Organochlorine pesticide, solid, n.o.s. (4,4'-DDT); Hazard class 6.1, PG III, Excepted Quantity: E1.

15. REGULATORY INFORMATION

U.S. Regulations:

CERCLA Sections 102a/103 (40 CFR 302.4): 1 lb (0.454 kg) final RQ.

SARA Title III Section 302 (40 CFR 355.30): Not regulated.

SARA Title III Section 304 (40 CFR 355.40): Not regulated.

SARA Title III Section 313 (40 CFR 372.65): Not regulated.

OSHA Process Safety (29 CFR 1910.119): Not regulated.

SARA Title III Sections 311/312 Hazardous Categories (40 CFR 370.21):

ACUTE HEALTH:	Yes.
CHRONIC HEALTH:	Yes.
FIRE:	No.
REACTIVE:	No.
PRESSURE:	No.

State Regulations:

California Proposition 65: WARNING! This product contains a chemical (4,4'-DDT) known to the state of California to cause cancer and reproductive/developmental effects.

U.S. TSCA Inventory: Listed.

TSCA 12(b), Export Notification: Section 5, 0.1 % de minimus concentration.

Canadian Regulations:

WHMIS Information: Not provided for this material.

16. OTHER INFORMATION

Issue Date: 28 May 2015

Sources: ChemADVISOR, Inc., SDS *Dichlorodiphenyltrichloroethane*, 20 March 2015.

Key of Acronyms:

ACGIH	American Conference of Governmental Industrial Hygienists	NRC	Nuclear Regulatory Commission
ALI	Annual Limit on Intake	NTP	National Toxicology Program
CAS	Chemical Abstracts Service	OSHA	Occupational Safety and Health Administration
CERCLA	Comprehensive Environmental Response, Compensation, and Liability Act	PEL	Permissible Exposure Limit
CFR	Code of Federal Regulations	RCRA	Resource Conservation and Recovery Act
DOT	Department of Transportation	REL	Recommended Exposure Limit
EC50	Effective Concentration, 50 %	RM	Reference Material
EINECS	European Inventory of Existing Commercial Chemical Substances	RQ	Reportable Quantity
EPCRA	Emergency Planning and Community Right-to-Know Act	RTECS	Registry of Toxic Effects of Chemical Substances
IARC	International Agency for Research on Cancer	SARA	Superfund Amendments and Reauthorization Act
IATA	International Air Transportation Agency	SCBA	Self-Contained Breathing Apparatus
IDLH	Immediately Dangerous to Life and Health	SRM	Standard Reference Material
LC50	Lethal Concentration, 50 %	STEL	Short Term Exposure Limit
LD50	Lethal Dose, 50 %	TLV	Threshold Limit Value
LEL	Lower Explosive Limit	TPQ	Threshold Planning Quantity
MSDS	Material Safety Data Sheet	TSCA	Toxic Substances Control Act
NFPA	National Fire Protection Association	TWA	Time Weighted Average
NIOSH	National Institute for Occupational Safety and Health	UEL	Upper Explosive Limit
NIST	National Institute of Standards and Technology	WHMIS	Workplace Hazardous Materials Information System

Disclaimer: Physical and chemical data contained in this SDS are provided only for use in assessing the hazardous nature of the material. The SDS was prepared carefully, using current references; however, NIST does not certify the data in the SDS. The reference values for this material are given in the NIST Report of Investigation.

Users of this RM should ensure that the SDS in their possession is current. This can be accomplished by contacting the SRM Program: telephone (301) 975-2200; fax (301) 948-3730; e-mail srmmsds@nist.gov; or via the Internet at <http://www.nist.gov/srm>.

SAFETY DATA SHEET

1. SUBSTANCE AND SOURCE IDENTIFICATION

Product Identifier

RM Number: 8467
RM Name: 4,4'-DDE
Other Means of Identification: Not applicable.

Recommended Use of This Material and Restrictions of Use

This Reference Material (RM) is intended for use in the evaluation of procedures and working standards in environmental samples. RM 8467 is provided as a primary reference compound of measured purity for 1,1'-(dichloroethenylidene) bis[4-chlorobenzene] (4,4'-DDE). A unit of RM 8467 consists of one vial containing approximately 100 mg of 4,4'-DDE.

Company Information

National Institute of Standards and Technology
 Standard Reference Materials Program
 100 Bureau Drive, Stop 2300
 Gaithersburg, Maryland 20899-2300

Telephone: 301-975-2200
 FAX: 301-948-3730
 E-mail: SRMMSDS@nist.gov
 Website: <http://www.nist.gov/srm>

Emergency Telephone ChemTrec:
 1-800-424-9300 (North America)
 +1-703-527-3887 (International)

2. HAZARDS IDENTIFICATION

Classification

Physical Hazard: Not classified.
Health Hazard: Acute Toxicity, Oral Category 4
 Carcinogen Category 2

Label Elements

Symbol



Signal Word

WARNING

Hazard Statement(s):

H301 Harmful if swallowed.
 H351 Suspected of causing cancer.

Precautionary Statement(s):

P201 Obtain special instructions before use.
 P202 Do not handle until all safety precautions have been read and understood.
 P264 Wash hands thoroughly after handling.
 P270 Do not eat, drink or smoke when using this product.
 P280 Wear protective gloves, protective clothing, and eye protection.

P301 + P312 If swallowed: call a doctor if you feel unwell.
 P330 Rinse mouth.
 P308 + P313 If exposed or concerned: Get medical attention.

P405 Store locked up.
 P501 Dispose of contents and container according to local regulations.

Hazards Not Otherwise Classified: Not applicable.

Ingredients(s) with Unknown Acute Toxicity: Not applicable.

3. COMPOSITION AND INFORMATION ON HAZARDOUS INGREDIENTS

Substance: 4,4'-DDE

Other Designations: 1,1-dichloro-2,2-bis(p-chlorophenyl)ethylene; dichlorodiphenyldichloroethylene; NCI-C00555; 2,2-bis(4-chlorophenyl)-1,1-dichloroethylene; Ethylene, 1,1-dichloro-2,2-bis(p-chlorophenyl)-; C₁₄H₈Cl₄.

Components listed below are in compliance with OSHA's 29 CFR 1910.1200.

Component(s)	CAS Number	EC Number (EINECS)	Nominal Mass Concentration (%)
4,4'-DDE	72-55-9	200-784-6	99.8

4. FIRST AID MEASURES

Description of First Aid Measures:

Inhalation: If adverse effects occur, remove to uncontaminated area. Give artificial respiration if not breathing. Get immediate medical attention.

Skin Contact: Wash skin with soap and water for at least 15 minutes while removing contaminated clothing and shoes. Get medical attention, if needed. Thoroughly clean and dry contaminated clothing and shoes before reuse.

Eye Contact: Flush eyes with water for at least 15 minutes. Then get immediate medical attention.

Ingestion: Contact local poison control center or physician immediately. Never make an unconscious person vomit or drink fluids. When vomiting occurs, keep head lower than hips to help prevent aspiration. If person is unconscious, turn head to side. Get medical attention immediately.

Most Important Symptoms/Effects, Acute and Delayed: Organochlorine pesticides cause liver and kidney damage.

Indication of any immediate medical attention and special treatment needed, if necessary: If any of the above symptoms are present, seek medical attention if needed.

5. FIRE FIGHTING MEASURES

Fire and Explosion Hazards: Slight fire hazard. See Section 9, "Physical and Chemical Properties" for flammability properties.

Extinguishing Media:

Suitable: Regular dry chemical, carbon dioxide, water, and regular foam.

Unsuitable: None listed.

Specific Hazards Arising from the Chemical: None listed.

Special Protective Equipment and Precautions for Fire-Fighters: Avoid inhalation of material or combustion byproducts. Wear full protective clothing and NIOSH approved self-contained breathing apparatus (SCBA).

NFPA Ratings (0 = Minimal; 1 = Slight; 2 = Moderate; 3 = Serious; 4 = Severe)

Health = 1 Fire = 1 Reactivity = 0

6. ACCIDENTAL RELEASE MEASURES

Personal Precautions, Protective Equipment and Emergency Procedures: Any accumulated material on surfaces should be removed and properly disposed of. Use suitable protective equipment; see Section 8, "Exposure Controls and Personal Protection".

Methods and Materials for Containment and Clean up: Do not touch spilled material. Notify safety personnel of spills. Absorb with sand or other non-combustible material. Collect spilled material in appropriate container for disposal. Isolate hazard area and deny entry. Subject to California Safe Drinking Water and Toxic Enforcement Act of 1986 (Proposition 65). Keep out of water supplies and sewers.

7. HANDLING AND STORAGE

Safe Handling Precautions: Minimize dust generation and accumulation on surfaces. Routine housekeeping should be instituted to ensure that dusts do not accumulate on surfaces. See Section 8, "Exposure Controls and Personal Protection".

Storage: Store and handle in accordance with all current regulations and standards. Keep separated from incompatible substances (See Section 10, "Stability and Reactivity").

8. EXPOSURE CONTROLS AND PERSONAL PROTECTION

Exposure Limits: No occupational exposure limits have been established for 4,4'-DDE.

Engineering Controls: Provide local exhaust or process enclosure ventilation system. Ensure compliance with applicable exposure limits.

Personal Protection: In accordance with OSHA 29 CFR 1910.132, subpart I, wear appropriate Personal Protective Equipment (PPE) to minimize exposure to this material.

Respiratory Protection: If workplace conditions warrant a respirator, a respiratory protection program that meets OSHA 29CFR 1910.134 must be followed. Refer to NIOSH 42 CFR 84 for applicable certified respirators.

Eye/Face Protection: Wear splash resistant safety goggles with a face shield. An eye wash station should be readily available near areas of use.

Skin and Body Protection: Personal protective equipment for the body should be selected based on the task being performed and the risks involved and should be approved by a specialist before handling this product. Chemical-resistant gloves should be worn at all times when handling chemicals.

9. PHYSICAL AND CHEMICAL PROPERTIES

Descriptive Properties:

Appearance

(physical state, color, etc.):

Molecular Formula:

Molar Mass (g/mol):

Odor:

Odor threshold:

pH:

Evaporation rate:

Melting point/freezing point:

Specific Gravity (water=1):

Vapor Pressure (mmHg):

Vapor Density (air = 1):

Viscosity (cP):

Solubility(ies):

Partition coefficient (n-octanol/water):

Particle Size:

4,4'-DDE

white crystalline solid

C₁₄H₈Cl₄

318.03

not available

not available

not available

not applicable

88 °C to 90 °C

(191 °F to 194 °F)

not available

6.0 x 10⁻⁶

not applicable

not applicable

insoluble in water (0.12 ppm at 25 °C), ethanol, acetone, dichloromethane, fats, and organic solvents

not available

not available

Thermal Stability Properties:

Autoignition Temperature (°C):

Thermal Decomposition (°C):

Initial boiling point and boiling range (°C):

Explosive Limits, LEL (Volume %):

Explosive Limits, UEL (Volume %):

Flash Point (°C):

Flammability (solid, gas):

not available

not available

not available

not available

not available

not available

not available

10. STABILITY AND REACTIVITY

Reactivity: Stable at normal temperatures and pressure.

Stability: Stable Unstable

Possible Hazardous Reactions: None listed.

Conditions to Avoid: Avoid heat, flames, sparks and other sources of ignition. Keep out of water supplies and sewers.

Incompatible Materials: Bases, combustible materials, metal salts, metals, and oxidizing materials.

Fire/Explosion Information: See Section 5, "Fire Fighting Measures".

Hazardous Decomposition: Thermal decomposition will produce oxides of carbon.

Hazardous Polymerization: Will Occur Will Not Occur

11. TOXICOLOGICAL INFORMATION

Route of Exposure: Inhalation Skin Ingestion

Symptoms Related to the Physical, Chemical and Toxicological Characteristics: Nausea, vomiting, diarrhea, stomach pain, and headache.

Potential Health Effects (Acute, Chronic and Delayed):

Inhalation: Same as ingestion if sufficient amounts are absorbed through the lungs.

Skin Contact: Same as ingestion if sufficient amounts are absorbed through the skin.

Eye Contact: No information available.

Ingestion: Oral ingestion of food is the primary source of exposure for the general population. Acute and chronic ingestion may cause nausea, vomiting, diarrhea, stomach pain, headache, dizziness, disorientation, tingling sensation, kidney damage, liver damage, convulsions, coma, and death. 4,4' DDE may cross the placenta and can be excreted in breast milk.

Numerical Measures of Toxicity:

Acute Toxicity: Category 4, Oral
Rat, Oral LD50: 850 mg/kg

Skin Corrosion/Irritation: Not classified; no data available.

Serious Eye Damage/Eye Irritation: Not classified; no data available.

Respiratory Sensitization: Not classified; no data available.

Skin Sensitization: Not classified; no data available.

Germ Cell Mutagenicity: Not classified; no data available.

Carcinogenicity: Category 2

Listed as a Carcinogen/Potential Carcinogen Yes No
4,4'-DDE is listed by IARC as Group 2B (possibly carcinogenic to humans). It is not listed by NTP or OSHA as a carcinogen/potential carcinogen.

Tumorigenic effects: Mouse, Oral TD: 17 g/kg (78 weeks)

Mutagenic effects: Hamster, 20 mg/L

Reproductive Toxicity: Not classified; no data available.

Specific Target Organ Toxicity, Single Exposure: Not classified; no data available.

Specific Target Organ Toxicity, Repeated Exposure: Not classified; no data available.

Aspiration Hazard: Not classified; no data available.

12. ECOLOGICAL INFORMATION

Ecotoxicity Data:

Fish Toxicity: Rainbow trout (*Oncorhynchus mykiss*) LC50 [static]: > 87 µg/L (24 h)
Bluegill (*Lepomis macrochirus*) LC50 [static]: 240 µg/L (96 h)

Persistence and Degradability: No data available.

Bioaccumulative Potential: BCF values of 27,500 to 81,000.

Mobility in Soil: No data available.

Other Adverse effects: No data available.

13. DISPOSAL CONSIDERATIONS

Waste Disposal: Dispose of waste in accordance with all applicable federal, state, and local regulations.

14. TRANSPORTATION INFORMATION

U.S. DOT and IATA: This material is not regulated by DOT or IATA.

15. REGULATORY INFORMATION

U.S. Regulations:

CERCLA Sections 102a/103 (40 CFR 302.4): 1 lb (0.454 kg) final RQ

SARA Title III Section 302 (40 CFR 355.30): Not regulated.

SARA Title III Section 304 (40 CFR 355.40): Not regulated.

SARA Title III Section 313 (40 CFR 372.65): Not regulated.

OSHA Process Safety (29 CFR 1910.119): Not regulated.

SARA Title III Sections 311/312 Hazardous Categories (40 CFR 370.21):

ACUTE HEALTH:	No.
CHRONIC HEALTH:	Yes.
FIRE:	No.
REACTIVE:	No.
PRESSURE:	No.

State Regulations:

California Proposition 65: WARNING! This product contains a chemical (4,4'-DDE) known to the state of California to cause cancer and reproductive/developmental effects.

U.S. TSCA Inventory: Listed.

TSCA 12(b), Export Notification: Not listed.

Canadian Regulations:

WHMIS Information: Not provided for this material.

16. OTHER INFORMATION

Issue Date: 12 May 2015

Sources: ChemADVISOR, Inc., SDS 4,4'-DDE, 20 March 2015.

Hazardous Substances Data Bank (HSDB), National Library of Medicine's TOXNET system, *DDE* CAS No. 72-55-9; available at <http://toxnet.nlm.nih.gov> (accessed May 2015).

U.S. Environmental Protection Agency (EPA), Technology Transfer Network Air Toxics Web Site, *DDE*; available at <http://www.epa.gov/ttnatw01/hlthef/dde.html> (accessed May 2015).

Key of Acronyms:

ACGIH	American Conference of Governmental Industrial Hygienists	NRC	Nuclear Regulatory Commission
ALI	Annual Limit on Intake	NTP	National Toxicology Program
CAS	Chemical Abstracts Service	OSHA	Occupational Safety and Health Administration
CERCLA	Comprehensive Environmental Response, Compensation, and Liability Act	PEL	Permissible Exposure Limit
CFR	Code of Federal Regulations	RCRA	Resource Conservation and Recovery Act
DOT	Department of Transportation	REL	Recommended Exposure Limit
EC50	Effective Concentration, 50 %	RM	Reference Material
EINECS	European Inventory of Existing Commercial Chemical Substances	RQ	Reportable Quantity
EPCRA	Emergency Planning and Community Right-to-Know Act	RTECS	Registry of Toxic Effects of Chemical Substances
IARC	International Agency for Research on Cancer	SARA	Superfund Amendments and Reauthorization Act
IATA	International Air Transportation Agency	SCBA	Self-Contained Breathing Apparatus
IDLH	Immediately Dangerous to Life and Health	SRM	Standard Reference Material
LC50	Lethal Concentration, 50 %	STEL	Short Term Exposure Limit
LD50	Lethal Dose, 50 %	TLV	Threshold Limit Value
LEL	Lower Explosive Limit	TPQ	Threshold Planning Quantity
MSDS	Material Safety Data Sheet	TSCA	Toxic Substances Control Act
NFPA	National Fire Protection Association	TWA	Time Weighted Average
NIOSH	National Institute for Occupational Safety and Health	UEL	Upper Explosive Limit
NIST	National Institute of Standards and Technology	WHMIS	Workplace Hazardous Materials Information System

Disclaimer: Physical and chemical data contained in this SDS are provided only for use in assessing the hazardous nature of the material. The SDS was prepared carefully, using current references; however, NIST does not certify the data in the SDS. The reference values for this material are given in the NIST Report of Investigation.

Users of this RM should ensure that the SDS in their possession is current. This can be accomplished by contacting the SRM Program: telephone (301) 975-2200; fax (301) 948-3730; e-mail srmmsds@nist.gov; or via the Internet at <http://www.nist.gov/srm>.

SAFETY DATA SHEET

1. SUBSTANCE AND SOURCE IDENTIFICATION

Product Identifier

SRM Number: 3068
SRM Name: Total Chlordane in Methanol
Other Means of Identification: Not applicable.

Recommended Use of This Material and Restrictions of Use

This Standard Reference Material (SRM) is intended primarily for calibrating chromatographic instrumentation used for the determination of the certified mixture. Because of its miscibility with water, SRM 3068 can also be used to fortify aqueous samples with known amounts of chlordane. A unit of SRM 3068 consists of five 2-milliliter ampoules, each containing approximately 1.2 mL of technical chlordane in methanol.

Company Information

National Institute of Standards and Technology
 Standard Reference Materials Program
 100 Bureau Drive, Stop 2300
 Gaithersburg, Maryland 20899-2300

Telephone: 301-975-2200
 FAX: 301-948-3730
 E-mail: SRMMSDS@nist.gov
 Website: <http://www.nist.gov/srm>

Emergency Telephone ChemTrec:
 1-800-424-9300 (North America)
 +1-703-527-3887 (International)

2. HAZARDS IDENTIFICATION

Classification

Physical Hazard:	Flammable Liquid	Category 2
Health Hazard:	Acute Toxicity, Oral	Category 3
	Acute Toxicity, Inhalation	Category 3
	Acute Toxicity, Dermal	Category 3
	STOT - Single Exposure	Category 1

Label Elements

Symbol



Signal Word

Danger

Hazard Statement(s)

H225 Highly flammable liquid and vapor.
 H301+H311+H331 Toxic if swallowed, in contact with skin or if inhaled.
 H370 Causes damage to eyes, kidney, liver, heart, and central nervous system.

Precautionary Statement(s)

P210 Keep away from heat, sparks, open flames, and hot surfaces. — No smoking.
 P241 Use explosion-proof electrical, ventilating, lighting equipment.
 P242 Use only non-sparking tools.
 P243 Take precautionary measures against static discharge.
 P260 Do not breathe dust, fumes, mists, vapors, or spray.
 P264 Wash hands thoroughly after handling.
 P270 Do not eat, drink or smoke when using this product.
 P271 Use only outdoors or in a well-ventilated area.
 P280 Wear protective gloves, protective clothing, and eye protection.

P301+P310 P330	If swallowed: Immediately call a doctor. Rinse mouth.
P303+P361+P353 P308+P311	If on skin (or hair): Take off immediately all contaminated clothing. Rinse skin with water. If exposed or concerned: Call a doctor.
P403+P235 P405	Store in a well-ventilated place. Keep cool. Store locked up.
P501	Dispose of contents and container according to local regulations.

Hazards Not Otherwise Classified: None.

Ingredients(s) with Unknown Acute Toxicity: None.

3. COMPOSITION AND INFORMATION ON HAZARDOUS INGREDIENTS

Substance: Methanol

Other Designations: Methyl alcohol; wood alcohol; methyl hydroxide; wood spirit; wood naphtha.

The health and safety information included in this SDS is for methanol, the main component. This material, a mixture of methanol containing trace amounts of chlordane (Chemical Abstracts Registry Number 12789-03-6) has not been tested as a whole. The concentration of chlordane in is below the reportable limits for hazardous components (1 %) and/or carcinogens (0.1 %), as required by OSHA, 29 CFR 1910.1200, for SDS information. For the actual values, see the Certificate of Analysis.

Hazardous Component(s)	CAS Number	EC Number (EINECS)	Nominal Mass Concentration (%)
Methanol	67-56-1	200-659-6	>99.9

4. FIRST AID MEASURES

Description of First Aid Measures

Inhalation: If adverse effects occur, remove to uncontaminated area. Give artificial respiration if not breathing. Get immediate medical attention.

Skin Contact: Rinse affected skin with water for at least 15 minutes, then wash thoroughly with soap or mild detergent and water. If skin irritation persists, seek medical aid and bring the container or label.

Eye Contact: Flush eyes with plenty of water for at least 15 minutes. Then get immediate medical attention.

Ingestion: If a large amount is swallowed, get medical attention.

Most Important Symptoms/Effects, Acute and Delayed: Skin irritation, eye irritation, central nervous system depression, and nerve damage. May cause blindness.

Indication of any immediate medical attention and special treatment needed, if necessary: If any of the above symptoms are present, seek immediate medical attention.

5. FIRE FIGHTING MEASURES

Fire and Explosion Hazards: Severe fire hazard. Vapor/air mixtures are explosive above the flash point. Vapors or gases may ignite at distant ignition sources and flash back. See Section 9, "Physical and Chemical Properties" for flammability properties.

Extinguishing Media

Suitable: Regular dry chemical, carbon dioxide, water, or alcohol-resistant foam.

Unsuitable: None listed.

Specific Hazards Arising from the Chemical: Not applicable.

Special Protective Equipment and Precautions for Fire-Fighters: Move container from fire area if it can be done without personal risk. Avoid inhalation of material or combustion by-products. Wear full protective clothing and NIOSH-approved self-contained breathing apparatus (SCBA).

NFPA Ratings (0 = Minimal; 1 = Slight; 2 = Moderate; 3 = Serious; 4 = Severe)

Health = 2 Fire = 3 Reactivity = 0

6. ACCIDENTAL RELEASE MEASURES

Personal Precautions, Protective Equipment and Emergency Procedures: Use suitable protective equipment; see Section 8, “Exposure Controls and Personal Protection”. Keep out of waters supplies and sewers.

Methods and Materials for Containment and Clean up: Avoid heat, flames, sparks and other sources of ignition. Stop leak if possible without personal risk, with water spray to reduce vapors. Absorb spilled material with sand or non-combustible material and collect in appropriate container for disposal.

7. HANDLING AND STORAGE

Safe Handling Precautions: Handle glass ampoules with care. See Section 8, “Exposure Controls and Personal Protection”.

Storage and Incompatible Materials: Store in a well-ventilated area. Keep separated from incompatible substances (See Section 10, “Stability and Reactivity”).

8. EXPOSURE CONTROLS AND PERSONAL PROTECTION

Exposure Limits

Methanol:

OSHA (PEL): 260 mg/m³; 200 ppm TWA

ACGIH (TLV): 200 ppm TWA

250 ppm STEL

Skin – potential significant contribution to overall exposure by the cutaneous route.

NIOSH (REL): 260 mg/m³; 200 ppm TWA

325 mg/m³; 250 ppm STEL

6000 ppm IDLH

Potential for dermal absorption.

Engineering Controls: Provide local exhaust or process enclosure ventilation system. Ensure compliance with applicable exposure limits.

Personal Protection Measures: In accordance with OSHA 29 CFR 1910.132, subpart I, wear appropriate Personal Protective Equipment (PPE) to minimize exposure to this material.

Respiratory Protection: If workplace conditions warrant a respirator, a respiratory protection program that meets OSHA 29CFR 1910.134 must be followed. Refer to NIOSH 42 CFR 84 for applicable certified respirators.

Eye Protection: Splash resistant safety goggles and emergency eyewash are recommended.

Skin and Body Protection: Chemical resistant clothing and gloves are recommended.

9. PHYSICAL AND CHEMICAL PROPERTIES

Descriptive Properties

Methanol (>99.9 % of this SRM)

Molar Mass (g/mol)	32.04
Molecular Formula	CH ₃ OH
Appearance (physical state, color, etc.)	clear, colorless liquid
Odor	alcohol odor
Odor threshold	100 ppm
pH	not available
Evaporation rate (butyl acetate = 1)	4.6
Melting point/freezing point	-94 °C (-137 °F)
Relative Density as Specific Gravity (water = 1)	0.7914
Density	not available
Vapor Pressure	97.25 mmHg at 20 °C
Vapor Density (air = 1)	1.11
Viscosity	0.59 cP at 20 °C
Solubilities	soluble in water solvent: ether, benzene, acetone, chloroform, ethanol, ketones, organic solvents
Partition coefficient (n-octanol/water)	not available

Thermal Stability Properties

Autoignition Temperature	385 °C (725 °F)
Thermal Decomposition	not available
Initial boiling point and boiling range	65 °C (149 °F)
Explosive Limits, LEL (Volume %)	6
Explosive Limits, UEL (Volume %)	36
Flash Point (Closed Cup)	11 °C (51.8 °F)
Flammability (solid, gas)	not applicable

10. STABILITY AND REACTIVITY

Reactivity: Stable at normal temperatures and pressure.

Stability: X Stable Unstable

Possible Hazardous Reactions: Not applicable.

Conditions to Avoid: Avoid heat, flames, sparks, and other sources of ignition. Minimize contact with material. Avoid inhalation of material or combustion by-products. Keep out of water supplies and sewers.

Incompatible Materials: Halo carbons, combustible materials, metals, oxidizing materials, halogens, metal carbide, bases, acids, and amines.

Hazardous Decomposition: Oxides of carbon.

Hazardous Polymerization: Will Occur X Will Not Occur

11. TOXICOLOGICAL INFORMATION

Route of Exposure: X Inhalation X Skin X Ingestion

Symptoms Related to the Physical, Chemical and Toxicological Characteristics: Skin irritation, eye irritation, central nervous system depression, and nerve damage. May cause blindness.

Potential Health Effects (Acute, Chronic, and Delayed)

Inhalation: Acute and chronic exposure may cause irritation, cough, ringing in the ears, constipation, headache, drowsiness, dizziness, tingling sensation, pain in extremities, tremors, loss of coordination, blood disorders, and nerve damage. Chronic exposure may also cause sensitivity to light, changes in blood pressure, digestive issues, difficulty breathing, irregular heartbeat, visual disturbances, blindness, bluish skin color, lung congestion, heart damage, kidney damage, liver damage, reproductive effects, effects on the brain, convulsions, unconsciousness, and coma.

Skin Contact: Acute and chronic exposure may result in irritation, absorption may occur, headache, drowsiness, loss of coordination, blood disorders, and nerve damage.

Eye Contact: Acute and chronic exposure may cause irritation; acute may cause eye damage.

Ingestion: Acute and chronic exposure may cause the same effects as listed for inhalation.

Numerical Measures of Toxicity

Acute Toxicity: Category 3 for Oral, Inhalation, and Dermal.

Methanol: Human, Oral, LDLo: 143 mg/kg

Rat, Oral, LD50: 5628 mg/kg

Rat, Inhalation, LC50: 83.2 mg/L (4 h); 145 000 ppm (1 h); 64 000 ppm (4 h)

Rabbit, Dermal, LD50: 15 800 mg/kg

Skin Corrosion/Irritation: Not classified.

Methanol: Rabbit, Skin: 20 mg (24 h) moderate

Serious Eye Damage/Eye Irritation: Not classified.

Methanol: Rabbit, Eyes: 100 mg (24 h) moderate; 40 mg moderate

Respiratory Sensitization: Not classified; no data available.

Skin Sensitization: Not classified; no data available.

Germ Cell Mutagenicity: Not classified; no data available.

Carcinogenicity: Not classified.

Listed as a Carcinogen/Potential Carcinogen Yes X No
Methanol is not listed by IARC, NTP, or OSHA as a carcinogen/potential carcinogen.

Methanol: Tumorigenic: Rat, Inhalation, TCLo: 1000 ppm (2 years)

Mutagenic: Mouse, Oral TD: 1 g/kg (cytogenetic analysis)

Rat, Oral TD: 10 µmol/kg (DNA damage)

Human, lymphocyte TC: 300 mmol/L (DNA inhibition)

Reproductive Toxicity: Not classified.

Methanol: Rat Inhalation TCLo: 5000 ppm (pregnant 7 d to 17 d)

Rat Oral TDLo: 6000 mg/kg (pregnant 15 d to 17 d)

Specific Target Organ Toxicity, Single Exposure: Category 1, Causes damage to central nervous system.

Specific Target Organ Toxicity, Repeated Exposure: Not classified; no data available.

Aspiration Hazard: Not applicable.

12. ECOLOGICAL INFORMATION

Ecotoxicity Data

Methanol:

Fish, Bluegill, (*Lepomis macrochirus*), LC50: 13 500 mg/L to 17 600 mg/L (96 h) flow-through

Fish, Fathead minnow (*Pimephales promelas*), LC50: 28 200 mg/ L (96 h) flow-through

Fish, Fathead minnow (*Pimephales promelas*), LC50: >100 mg/L (96 h) static

Persistence and Degradability: No data available.

Bioaccumulative Potential: <10 species: fish.

Mobility in Soil: No data available.

Other Adverse effects: No data available.

13. DISPOSAL CONSIDERATIONS

Waste Disposal: Dispose in accordance with all applicable federal, state, and local regulations. Subject to disposal regulations: U.S. EPA 40 CFR 262. Hazardous Waste Number(s): U154.

14. TRANSPORTATION INFORMATION

U.S. DOT and IATA: UN1230, Methanol, Hazard Class 3, 6.1, Packing Group II.

15. REGULATORY INFORMATION

U.S. Regulations

CERCLA Sections 102a/103 (40 CFR 302.4): 5000 lbs (2270 kg) final RQ.

SARA Title III Section 302 (40 CFR 355.30): Not regulated.

SARA Title III Section 304 (40 CFR 355.40): Not regulated.

SARA Title III Section 313 (40 CFR 372.65): 1.0 % de minimis concentrations.

OSHA Process Safety (29 CFR 1910.119): Not regulated.

SARA Title III Sections 311/312 Hazardous Categories (40 CFR 370.21):

ACUTE HEALTH: Yes

CHRONIC HEALTH: Yes

FIRE: Yes

REACTIVE: No

PRESSURE: No

State Regulations: California Proposition 65: WARNING! This product contains a chemical (methanol) known to the state of California to cause reproductive/developmental effects.

U.S. TSCA Inventory: Methanol is listed.

TSCA 12(b), Export Notification: Not listed.

Canadian Regulations: WHMIS Information: Not provided for this material.

16. OTHER INFORMATION

Issue Date: 05 May 2015

Sources: ChemADVISOR, Inc., SDS *Methyl Alcohol*, 20 March 2015.

CDC, NIOSH, *Methanol*, RTECS# *PC1400000*, CAS No. *67-56-1*; available at <http://www.cdc.gov/niosh-rtecs/PC155CC0.html> (accessed May 2015).

Key of Acronyms:

ACGIH	American Conference of Governmental Industrial Hygienists	NTP	National Toxicology Program
CAS	Chemical Abstracts Service	OSHA	Occupational Safety and Health Administration
CERCLA	Comprehensive Environmental Response, Compensation, and Liability Act	PEL	Permissible Exposure Limit
CFR	Code of Federal Regulations	RCRA	Resource Conservation and Recovery Act
DOT	Department of Transportation	REL	Recommended Exposure Limit
EINECS	European Inventory of Existing Commercial Chemical Substances	RQ	Reportable Quantity
EPCRA	Emergency Planning and Community Right-to-Know Act	RTECS	Registry of Toxic Effects of Chemical Substances
IARC	International Agency for Research on Cancer	SARA	Superfund Amendments and Reauthorization Act
IATA	International Air Transportation Agency	SCBA	Self-Contained Breathing Apparatus
IDLH	Immediately Dangerous to Life and Health	SRM	Standard Reference Material
LC50	Lethal Concentration	STEL	Short Term Exposure Limit
LD50	Median Lethal Dose or Lethal Dose, 50 %	STOT	Specific Target Organ Toxicity
LEL	Lower Explosive Limit	TLV	Threshold Limit Value
MSDS	Material Safety Data Sheet	TPQ	Threshold Planning Quantity
NFPA	National Fire Protection Association	TSCA	Toxic Substances Control Act
NIOSH	National Institute for Occupational Safety and Health	TWA	Time Weighted Average
NIST	National Institute of Standards and Technology	UEL	Upper Explosive Limit
n.o.s.	Not Otherwise Specified	WHMIS	Workplace Hazardous Materials Information System

Disclaimer: Physical and chemical data contained in this SDS are provided only for use in assessing the hazardous nature of the material. The SDS was prepared carefully, using current references; however, NIST does not certify the data in the SDS. The values for this material are given in the NIST Certificate of Analysis.

Users of this SRM should ensure that the SDS in their possession is current. This can be accomplished by contacting the SRM Program: telephone (301) 975-2200; fax (301) 948-3730; e-mail srmmsds@nist.gov; or via the Internet at <http://www.nist.gov/srm>.

APPENDIX C
List of Approved Amendments/changes
HASP Acknowledgement/Agreement Form
Visitors Log



Matthew Rodriguez
Secretary for
Environmental Protection



Department of Toxic Substances Control

Barbara A. Lee, Director
5796 Corporate Avenue
Cypress, California 90630



Edmund G. Brown Jr.
Governor

June 14, 2017

Ms. Lisa Cline
Deputy Superintendent
Business and Fiscal Services
1051 South A Street
Oxnard, California 93030

APPROVAL OF SOIL MANAGEMENT PLAN – PROPOSED NEW ELEMENTARY AND MIDDLE SCHOOLS, SOUTHEAST CORNER OF DORIS AVENUE AND PATTERSON ROAD, OXNARD, CALIFORNIA (SITE CODE: 304663)

Dear Ms. Cline:

The Department of Toxic Substances Control (DTSC) reviewed the Revised Soil Management Plan (SMP) prepared by ATC Group Services LLC on behalf of the Oxnard School District (District), dated May 17, 2017 and received electronically on May 22, 2017. The Revised SMP was prepared in response to DTSC comments on the draft version forwarded in a letter dated May 12, 2017. The SMP summarizes the background and environmental investigations, and presents measures to mitigate potential risks to human health and the environment in the event of future construction and/or land improvement activities at the proposed new elementary and middle schools site (Site).

According to the Preliminary Endangerment Assessment (PEA) report, dated April 14, 2017, the proposed 25-acre school site is located at the southeast corner of Doris Avenue and Patterson Road in the City of Oxnard, California. According to the Phase I Environmental Site Assessment, the area was used for agriculture from 1940 to the present. A closed Leaking Underground Storage Tank (LUST) site is located approximately 2,000 feet east of the site, which received regulatory closure in 1998. A plugged and inactive oil well is located approximately 475 feet south of the Site. The Site is bordered by residential development on the north, and agricultural land on the east, west, and north. To evaluate the impact from residual agricultural chemicals and the off-site oil well, the Site was investigated for organochlorine pesticides (OCPs) and metals in soil, and methane and hydrogen sulfide in soil gas.

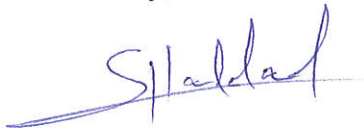
Ms. Lisa Cline
June 14, 2017
Page 2

Based on information presented in the PEA, toxaphene was the only constituent detected at concentrations in excess of the risk screening levels. Risk screening evaluation, using school-based scenario, indicates that the Site does not pose a significant risk to students and staff and is suitable for use as a school. Risk screening, using residential-based scenario, indicates potential risk to future residents. The PEA Report recommends a land use covenant (LUC) to limit the Site's future use to non-residential purposes, along with SMP. DTSC approved the PEA on May 4, 2017.

DTSC comments have been adequately addressed and the SMP is hereby approved. If site conditions differ from those presented in the approved SMP or PEA, additional measures may be necessary. Please notify DTSC within 48 hours if contaminated soil is encountered during construction.

If you have any questions regarding this project, please contact Xihong Scarlett Zhai, Project Manager, at (714) 484-5316 or by e-mail at Xihong.Zhai@dtsc.ca.gov, or contact me at (714) 484-5368 or by e-mail at Shahir.Haddad@dtsc.ca.gov.

Sincerely,

A handwritten signature in blue ink, appearing to read "Shahir Haddad", with a long horizontal stroke extending to the left.

Shahir Haddad, P.E.
Supervising Engineer
Brownfields Restoration and School Evaluation Branch
Brownfields and Environmental Restoration Program

kl/xsz/sh

cc: See next page.

Ms. Lisa Cline
June 14, 2017
Page 3

cc: (via e-mail)

Patricia Raphael Garcia
Planning Associate
Caldwell Flores Winters, Inc.
praphael@cfwinc.com

Mr. Ben Chevlen, P.G.
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Mr. Greg Buchanan, P.G.
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Mr. Shahir Haddad
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Mr. Joe Hwong
Senior Geologist
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Joe.Hwong@dtsc.ca.gov

Brownfields Restoration and School Evaluation Branch Reading File

BOARD AGENDA ITEM

Name of Contributor: Dr. Morales/David Fateh

Date of Meeting: 8/2/17

STUDY SESSION _____

CLOSED SESSION _____

SECTION A-1: PRELIMINARY _____

SECTION A-II: REPORTS _____

SECTION B: HEARINGS _____

SECTION C: CONSENT AGENDA

X Agreement Category:

_____ Academic

_____ Enrichment

_____ Special Education

_____ Support Services

_____ Personnel

_____ Legal

_____ Facilities

SECTION D: ACTION _____

SECTION F: BOARD POLICIES 1st Reading _____ 2nd Reading _____

Approval of Dispersal No. 008 from the Lemonwood E.S. Reconstruction Project's Contractor Contingency for payment of Additional Work associated with the Project (Morales/Fateh/CFW)

The Oxnard School District ("District") Board of Trustees ("Board") Facilities Implementation Plan first adopted in January 2013, calls for the reconstruction of the Lemonwood K-8 School ("Project"). The Project includes the construction of new school facilities at the existing Lemonwood school site. The new facilities will provide for a complete K-8 educational program and will consist of a new combined administration and library building, a new multi-purpose room/gymnasium, a 2-story classroom building, kindergarten classroom building and playfields, hardscape and green space to service the new school.

During the Regular Meeting of March 2, 2016, the Board of Trustees Approved Item D-5, the Construction Services Agreement between the Oxnard School District and Swinerton Builders for the Project. During that Meeting, the inclusion of a Seven Hundred Forty-Seven Thousand Seven Hundred Nine Dollar (\$747,709.00) Contractor Contingency was explained. The Contractor Contingency is for payment of very specific items of Work: (1) additional costs resulting from discrepancies in the bid buy-out process; (2) conflicts, discrepancies or errors in the Construction Documents; (3) work required by the Inspector of Record or any governmental agency involved with the permitting or approval/certification process that is not otherwise shown in the Construction Documents; and (4) any other items of cost agreed to in writing by the Contractor and District to be included in the Contractor Contingency.

Contractor Contingency Allocation No. 008 provides a combination of seven (7) Proposed Allocation Items due to discrepancies or errors in the Construction Documents and work required by a governmental agency involved with the permitting or approval/certification process that is not shown in the Construction Documents. Contractor Contingency Allocation No. 008 will not increase Contract Time.

FISCAL IMPACT

Contractor Contingency Allocation No. 008 will be deducted from the Contractor Contingency line item of the GMP Construction Services Agreement in the amount of **ONE HUNDRED FIFTY THOUSAND SEVEN HUNDRED EIGHTY-TWO DOLLARS AND EIGHTY-FOUR CENTS (\$150,782.84)** to be paid from the Master Construct and Implementation Funds.

The Contractor Contingency is included within the approved total of the Construction Services Agreement for the Lemonwood K-8 Reconstruction Project. The Remaining Contractor Contingency Balance after Allocation No. 008 will be **Fifty-Five Thousand Two Hundred Ninety Dollars and Twenty-Four Cents. (\$55,290.24).**

RECOMMENDATION

It is the recommendation of the Superintendent, and the Director of Facilities, in conjunction with Caldwell Flores Winters, Inc., that the Board of Trustees approve Contingency Allocation No. 008 to the Construction Services Agreement #15-198 with Swinerton Builders, for additional items of Work related to the Lemonwood Elementary School Reconstruction Project.

ADDITIONAL MATERIAL

Attached:

- Contingency Allocation No. 008 (2 Pages)
- Swinerton PCI No. 0014.1 (4 Pages)
- Swinerton PCI No. 0031 (14 Pages)
- Swinerton PCI No. 0205 (4 Pages)
- Swinerton PCI No. 0213 (3 Pages)
- Swinerton PCI No. 0217 (8 Pages)
- Swinerton PCI No. 0220 (10 Pages)
- Swinerton PCI No. 0221 (11 Pages)
- Construction Services Agreement #15-198 (19 Pages)



CONTRACTOR CONTINGENCY ALLOCATION APPROVAL

Date: August 2, 2017

CONTRACTOR CONTINGENCY ALLOCATION NO. 008

PROJECT: LEMONWOOD K-8 RECONSTRUCTION PROJECT OWNER: Oxnard School District
 O.S.D. BID No. N/A 1051 South A Street
 O.S.D. Agreement No.15-198 Oxnard, CA. 93030

ARCHITECT SVA Architects, Inc.
 3 MacArthur Place, Suite 850
 Santa Ana, CA 92707

CONTRACTOR:
 Swinerton Builders
 865 S. Figueroa St., Ste. 3000
 Los Angeles, CA 90017
 Attn: Michael Darquea

Architects Proj. No.: 2013-40121
 D.S.A. File No.: 56-22
 D.S.A. App. No.: 03-116026

CONFORMANCE WITH CONTRACT DOCUMENTS, PROJECT MANUAL, DRAWINGS AND SPECIFICATION. All Contractor Contingency Allocation work shall be in strict conformance with the Contract Documents, Project Manual, Drawings, and Specifications as they pertain to work of a similar nature.

ORIGINAL CONTRACTOR CONTINGENCY SUM	\$	747,709.00
NET CHANGE – ALL PREVIOUS CONTRACTOR CONTINGENCY ALLOCATION	\$	(541,635.92)
ADJUSTED CONTINGENCY SUM	\$	206,073.08
NET CHANGE	\$	(150,782.84)
<hr/>		
Total Contingency Allocations to Date:	\$	(692,418.76)
ADJUSTED CONTRACTOR CONTINGENCY SUM THROUGH NO.: 008.....	\$	55,290.24

Item	Description	Additional Cost related to Bid/Buy-out	Conflicts, Discrepancies or Errors in the Construction Documents	Additional Work required by IOR, or another Jurisdictional Agency, not in plans	Other Item of Cost agreed to by District and Contractor
1.	PCI 0014 Add catch basin at MPR Building		\$4,325.56		
2.	PCI 0031 Footing changes at electrical room		\$3,586.75		
3.	PCI 0205 Add plaster vent screeds at exterior plaster soffits		\$8,833.27		
4.	PCI 0213 Clarification of ICF configuration		\$10,254.83		
5.	PCI 0217 Add main shutoff valves to domestic water service		\$2,626.31		
6.	PCI 0220 Add soffits for sliding marker boards		\$119,559.38		
7.	PCI 0221 Reinforcing steel modifications at elevator pit			\$1,596.74	
	Totals		\$149,186.10	\$1,596.74	

Total Contractor Contingency Allocation Approval No. 008 \$150,782.84

**NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND DIRECTOR OF FACILITIES OR PURCHASING DIRECTOR*

APPROVAL (REQUIRED):

ARCHITECT: _____

DATE: _____

CONTRACTOR: _____

DATE: _____

RECOMMENDED FOR APPROVAL:

DIRECTOR OF FACILITIES:

DATE: _____

APPROVAL (REQUIRED):

ASST. SUPT./PURCHASING DIRECTOR: _____

DATE: _____



June 12, 2017

Oxnard School District
 1051 South A Street
 Oxnard, CA, 93030

Attn: Mr. Scott Burkett, CFW Inc.

Subject: Swinerton Builders Job 16055106 - Lemonwood K-8 School LLB
 PCI No. 0014.1 RFI 0012.1 Add catch basin at MPR Building

Dear Mr. Scott Burkett,

We request a Change Order to our contract for the following:

CCD 004 added planter at MPR Building but no catch basin to provide drainage

Phase	Category	Description	Subcontractor	Quote
330200	71140	Add catch basin at MPR Building per RFI 0012.1	BALI CONSTRUCTION INC.	3,966.00
			Subtotal	3,966.00
007480	71160	Subguard	1.15%	45.61
007410	71160	Builders Risk	0.6%	24.07
007420	71160	General Insurance	1.15%	46.13
007510	71160	P&P Bond	1%	39.66
991000	79999	Change Order Fee	5%	204.09
			Markup Subtotal	359.56
			PCI Total	4,325.56

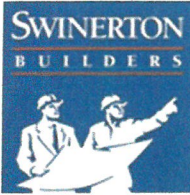
TOTAL AMOUNT OF THIS CHANGE ORDER REQUEST: **4,325.56.**

Please NOTE:

- » The incorporation of this revision into the contractual scope of work will increase the time by 0 calendar days.
- » The terms (cost and schedule impact) of this change order request are subject to review and a requote if not accepted within days of its issuance.
- » This request does not include additional cost or delay due to late approval.

 X We **HAVE NOT** proceeded with this revised work per your instructions. Please issue a change order.

Upon acceptance of this change order request, a formal change order will be issued. Acceptance also



acknowledges that Swinerton Builders is directed to proceed with the above change in scope.

If you have any questions or comments pertaining to this matter, please contact the undersigned.

Sincerely,
Swinerton Builders

A handwritten signature in blue ink, appearing to read "Bill Gray", is written over the printed name.

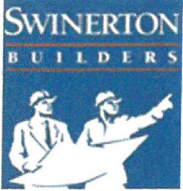
Bill Gray
PM
Date: _____

6/12/2017

Quotation accepted by:
Oxnard School District

By: _____

Date: _____



2200 Carnegie Court,
Oxnard, CA, 93033

Lemonwood K-8 School LLB
16055106

Request For Information # 00012.1

To:	SVA ARCHITECTS, INC.	RFI Date:	02/08/2017
Attention:	Tom Bardwell	Date Due:	02/15/2017
CC:		RFI Type:	
		Priority:	
		Schedule/Activity ID:	
		Document Reference:	
		Spec Section:	
		Status:	Returned

Subject: CCD 004 Storm Drain Catch Basins at New Planters

INFORMATION REQUESTED:

Requested By: Nalani Scanlon

CD 004 added a new planter to the north of the MPR building between the northern main doors and another one on the north and west sides of the electrical yard. No storm drain catch basins have been shown for these planters.

Suggestion: Please clarify if C.B.'s should be provided per plan note 91 (18"x18" open bottom C.B.) and 84 (4" H.D.P.E. pipe), and if so, provide the location and routing of pipe.

Answer on 6/17/16: See attached sketch for new catch basin locations and piping alignments.

Per IOR and AOR cost impact review, the catch basins are not necessary.

SUGGESTION:

Possible Cost Impact: Potentially

Possible Time Impact: Potentially

Confirm storm drain catch basins are not necessary for the added planter.

ANSWER:

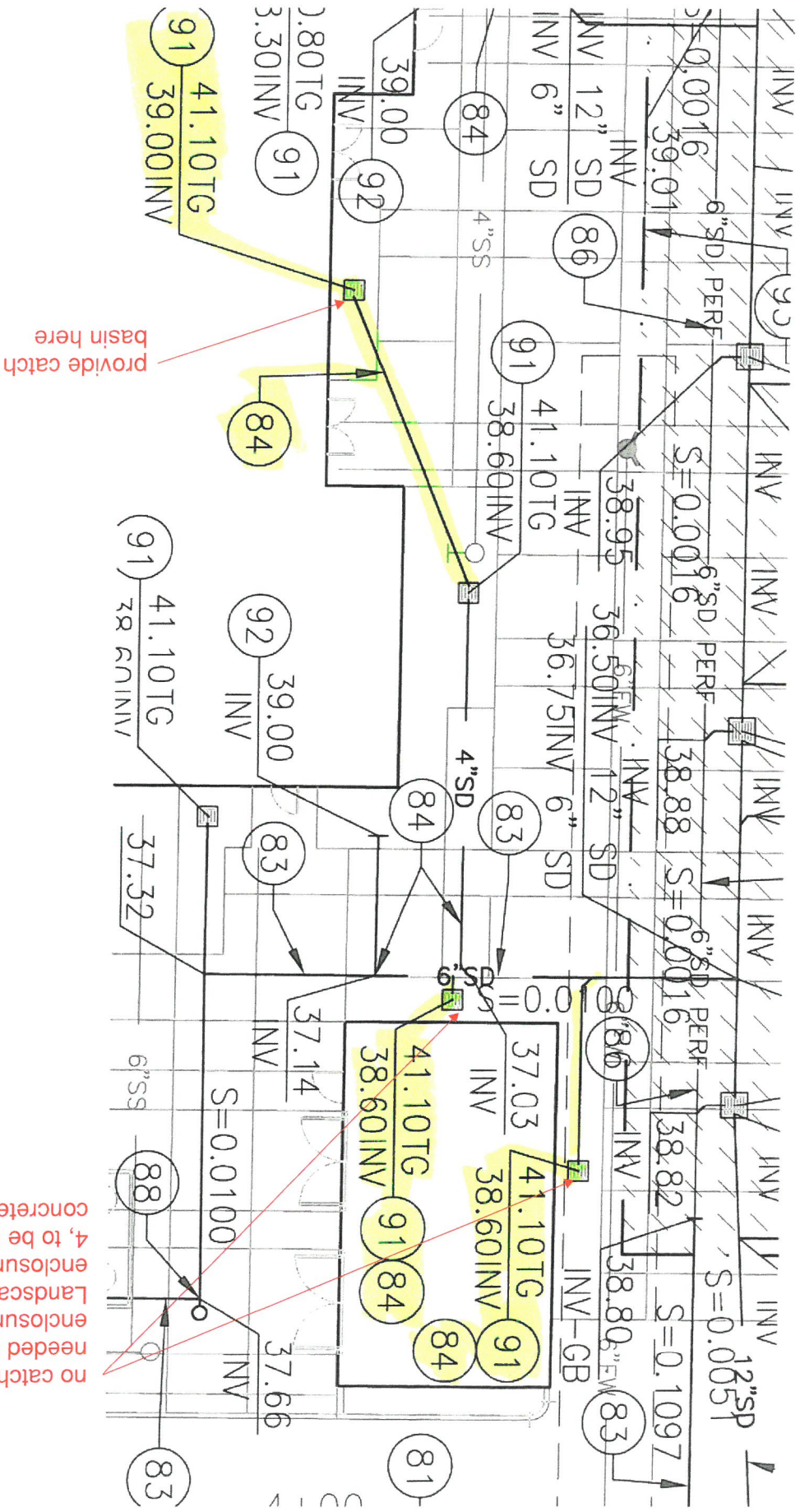
Answered By: Tom Bardwell

Date of Response: 02/16/2017

See attached sketch with clarifications to catch basins.

ATTACHMENTS:

RFI 12 sketch



no catch basins needed around utility enclosure.
 Landscape around enclosure, per CCD enclosure, to be replaced with concrete paving.



June 26, 2017

Oxnard School District
 1051 South A Street
 Oxnard, CA, 93030

Attn: Mr. Scott Burkett, CFW Inc.

Subject: Swinerton Builders Job 16055106 - Lemonwood K-8 School LLB
 PCI No. 0031 CCD 008 Revise footing at Classroom Building electrical room

Dear Mr. Burkett,

We request a Change Order to our contract for the following:

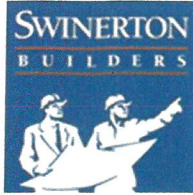
Revise footing details at electrical room at Classroom Building. Additional concrete and rebar required due to conduit/grade beam conflict

Phase	Category	Description	Subcontractor	Quote
032000	71140	CCD 008 - Footing Changes at Electrical Rooms	REBAR ENGINEERING	1,537.00
033100	71140	CCD 008 - Footing Changes at Electrical Rooms	SWINERTON BUILDERS-Labor	1,273.60
033100	71140	CCD 008 - Footing Changes at Electrical Rooms	SWINERTON BUILDERS-Material	478.00
			Subtotal	3,288.60
007480	71160	Subguard	1.15%	37.82
007410	71160	Builders Risk	0.6%	19.96
007420	71160	General Insurance	1.15%	38.25
007510	71160	P&P Bond	1%	32.89
991000	79999	Change Order Fee	5%	169.23
			Markup Subtotal	298.15
			PCI Total	3,586.75

TOTAL AMOUNT OF THIS CHANGE ORDER REQUEST: **3,586.75.**

Please NOTE:

- » The incorporation of this revision in to the contractual scope of work may have an impact on our schedule, which is yet to be finalized. Once determined, the job schedule will be adjusted accordingly to show the effect of this revision on the final project completion date..
- » The terms (cost and schedule impact) of this change order request are subject to review and a requote if not accepted within days of its issuance.
- » This request does not include additional cost or delay due to late approval.



X We **HAVE** proceeded with this revised work per your instructions. Please issue a change order.

Upon acceptance of this change order request, a formal change order will be issued. Acceptance also acknowledges that Swinerton Builders has proceeded with the above change in scope.

If you have any questions or comments pertaining to this matter, please contact the undersigned.

Sincerely,
Swinerton Builders

Bill Gray
PM
Date: _____

[Handwritten signature]
10/26/2017

Quotation accepted by:
Oxnard School District

By: RSB

Date: 6 26 2017

Approved as an allocation only!

Rebar Engineering, Inc. Change Order Request

Project: LEMONWOOD K-8, SCHOOL	Date: 8/2/16
Customer: Swinerton Builders	Job #: 6387
To: Bill Gray	Est#: 27259
Reference: CCD #008 - Revised foundation at NE corner	Extra #: 101
Attachment: Est Take-Off	
Estimated by:	
Pricing by: Samia	

Description	Qty	Cost	Unit	\$		\$
Includes Materials, Fabrication, Accessories, Taxes, Scrap, Drops, Escalation & Storage						
Rebar	949	76.59	Cwt	726.84		
Mesh			Sq. Ft.			
Couplers			Ea			
Other					Subtotal	726.84

Detailing* May include any additional costs that were required to meet the project schedule

	2	82.00	Hr	164.00		
					Subtotal	164.00

Delivery* May include any additional costs that were required to meet the project schedule

		89.00	Hr			
		375.00	Trip			
					Subtotal	0.00

Field Labor

	Foreman	Reg	3	74.21	Hr	222.63
		1.5 OT		23.14	Hr	
		2.0 OT		46.28	Hr	
	Journeyman	Reg	3	70.22	Hr	210.66
		1.5 OT		21.24	Hr	
		2.0 OT		42.47	Hr	
	Apprentice	Reg		64.90	Hr	
		1.5 OT		20.28	Hr	
		2.0 OT		40.57	Hr	
	Welder	Reg		155.00	Hr	
		1.5 OT		23.14	Hr	
		2.0 OT		46.28	Hr	
					Subtotal	433.29

Hoisting & Unloading

		175.00	Hr			
					Subtotal	0.00

Sub Total	1,324.13
Ovhd & Profit 15.00%	198.62
Bond 0.92%	14.01
Total	\$ 1,537

Notes: Labor Rate Good Thru 12 / 31 / 2016
 Labor Rate Cost Exclude Cost Of Jobsite GL & Work Comp. Insurance

All terms, conditions and exclusions per Rebar Engineering's proposal shall apply, until a subcontract agreement has been fully executed.

7/22/2016

Takeoff Listing

Page: 1 of 1

Lengths in Imperial

Weights in Imperial (lb)

Estimate: 027259 Lemonwood K-8, Oxnard
 Bid: 101 CCD #008 - Revised foundation at NE corner
 Bid Status: Ready to Price

BPage:1

Itm	Sac	Str	Mul	Pcs	Qty	Part	Lgt	Typ	Bt	Remarks	Weight
0001										**Beginning of Bid**	
0002											
0003										>>REF: CCD #008 (1&2/S-900)	
0004										=====	
0005										REVISED: GRADE BEAMS AT NE CORNER	
0006										=====	
0007										>DEDUCT: PER DETAIL 3/S-303	
0008										@12" EF/SOG DWLS	
0009	103		-2	28	-56	5	4-2	Hea			-243
0010										>DEDUCT: PER DETAIL 7/S-301	
0011										@6" TIES	
0012	103		-1	41	-41	4	12-10%	Lig			-353
0013	103		-1x2	1	-2	5	21-8	Hea		EF/SIDE BARS	
0014											
0015										>ADD: PER DETAIL 1/S-900	
0016	103		1	70	70	5	6-6	Hea		@12" Z-BARS	475
0017	103		1	5	5	4	74-2	Hea		@12" LONGIT	248
0018	103		1	70	70	4	4-8	Hea		@12" TRANSV	218
0019											
0020										>ADD: PER DETAIL 2/S-900	
0021	103		1x2	3	6	9	14-2	Hea		T&B/LONGIT	289
0022	103		2	23	46	4	10-4	Lig		@6" TIES	318
0023	103		1	12	12	4	5-4	Hea		@12" BOT/TRANSV	43
0024											
										** Total Weight **	949



6387 LEMONWOOD
 CCD 8 (7-14-16)
 "ESTIMATE REQUIRED"

140

APPLICATION FOR APPROVAL OF CONSTRUCTION CHANGE DOCUMENT - CCD CATEGORY A

CCD Category A is for construction changes to or affecting Structural Safety, Fire Life Safety or Accessibility.

This form shall be completed by the Design Professional in General Responsible Charge of the project, in accordance with California Code of Regulations, Title 24, Part 1, Section 4-338 (c) and in compliance with DSA IR A-6.

School District/Owner: Oxnard School District	DSA File #: 56 - 22
Project Name/School: Lemonwood K-8 Reconstruction	DSA App. #: 03 - 116026

APPLICANT

CCD #: 008	Date Submitted: 07/1/2016	Attached Pages?: <input type="checkbox"/> No <input type="checkbox"/> Yes (9 pages)
Firm Name: SVA Architects	Contact Name: Tom Bardwell	
Email: tbardwell@sva-architects.com	Phone Number: 949.809.3380	
Address: 3 Mac Arthur Place, Suite 850		
City: Santa Ana	State: CA	Zip: 92707
<input type="checkbox"/> A DSA 301-N, DSA 301-P, or 90-Day Letter has been issued for this project		

DESIGN PROFESSIONAL IN GENERAL RESPONSIBLE CHARGE

Name of Design Professional in General Responsible Charge: Robert M. Simons	
Professional License #: C-18301	Discipline: Architecture

Design Professional in General Responsible Charge Statement: The attached Construction Change Documents have been examined by me for design intent and appear to meet the appropriate requirements of Title 24, California Code of Regulations and the project specifications. They are acceptable for incorporation into the construction of the project.

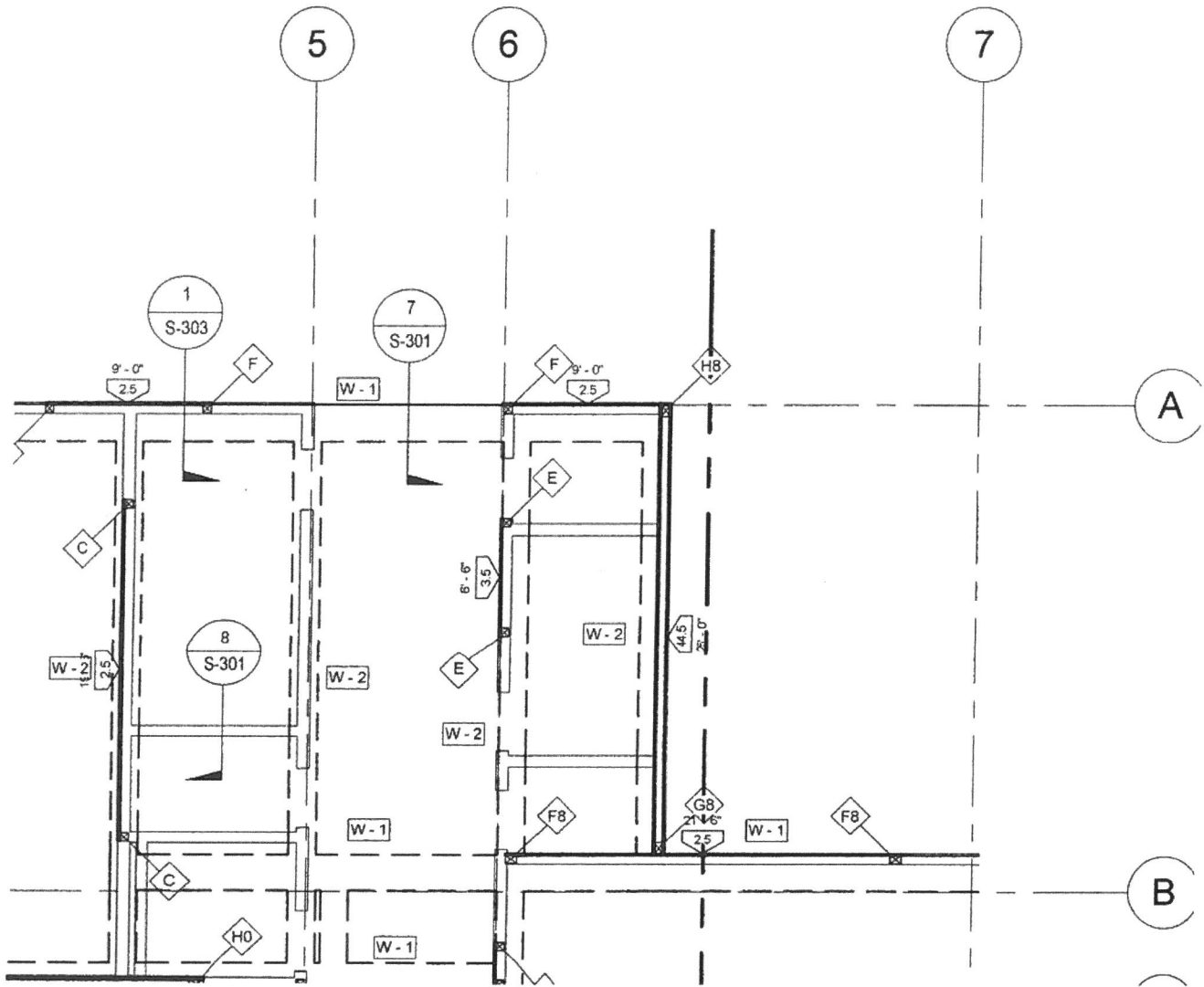
Signature: *Robert M. Simons*
 DESIGN PROFESSIONAL IN GENERAL RESPONSIBLE CHARGE

CHECK THIS BOX: To confirm that all CCD drawings and calculations have been stamped and signed by the Responsible Design Professional.

Brief Description of construction change (attach additional sheets if needed):
 Please see attached sketches for footing updates. Foundations need to be turned to allow for electrical conduit penetration.

List of DSA approved drawings affected by this CCD: Refer to Attached Sheets

DSA USE ONLY						
Group	Status			Reviewed by	Approved by	Date
SSS	<input checked="" type="checkbox"/> Approved	<input type="checkbox"/> Not Approved	<input type="checkbox"/> Not Required	C.M. Lin	C.M. Lin	7/7/2016
FLS	<input type="checkbox"/> Approved	<input type="checkbox"/> Not Approved	<input checked="" type="checkbox"/> Not Required			
ACS	<input type="checkbox"/> Approved	<input type="checkbox"/> Not Approved	<input checked="" type="checkbox"/> Not Required			
STATUS OF CCD:	<input checked="" type="checkbox"/> Approved			<input type="checkbox"/> Disapproved (resubmittal is required)		



AS APPROVED
FOR REFERENCE ONLY



DESCRIPTION:
AS APPROVED
CLASSROOM - BLDG 1 - FOUNDATION PLAN - SEGMENT A

DRAWING REFERENCE:
S-111A

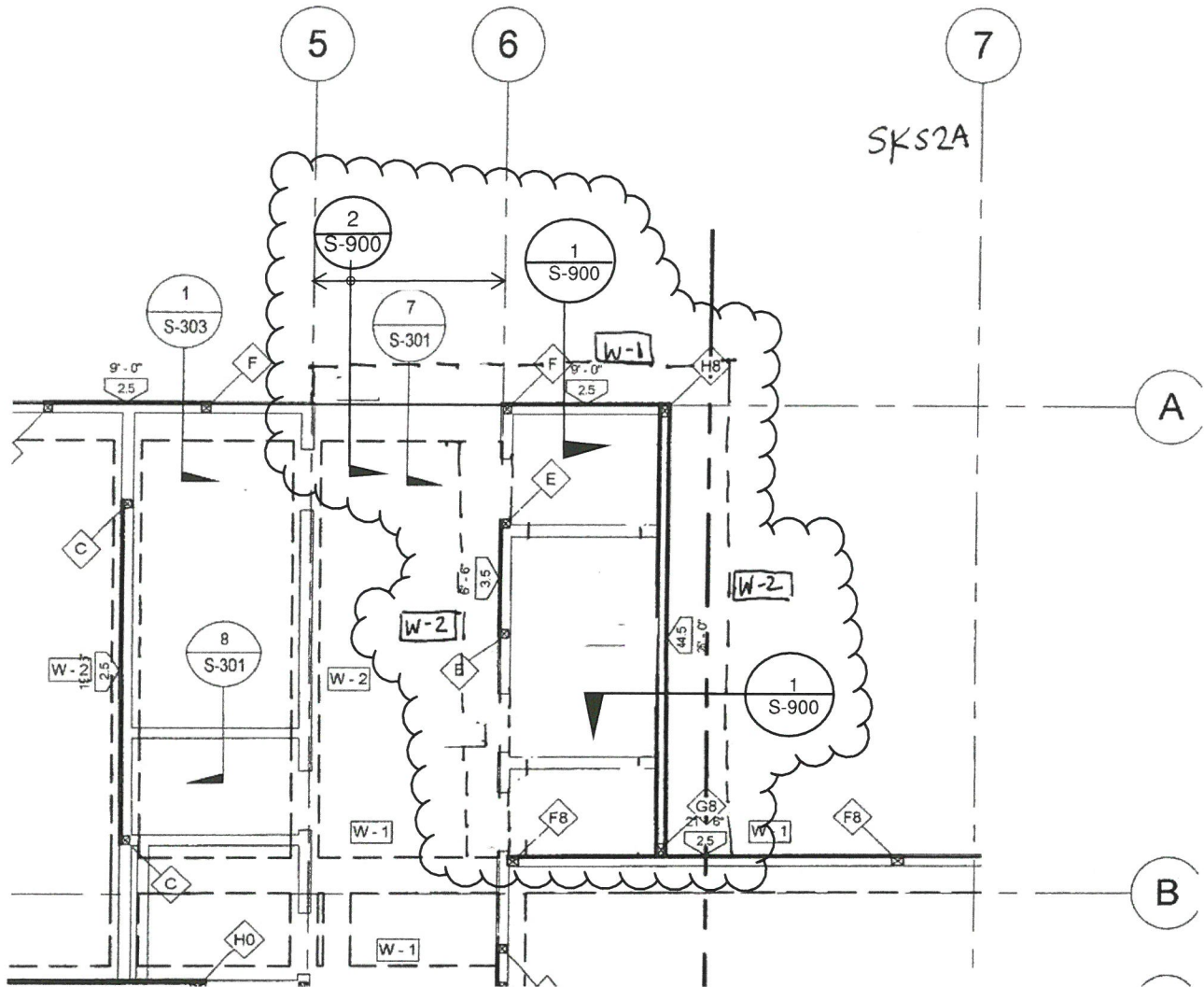
CCD #
8

PROJECT NAME:
LEMONWOOD K-8 RECONSTRUCTION

ISSUE REFERENCE:
CCD-008

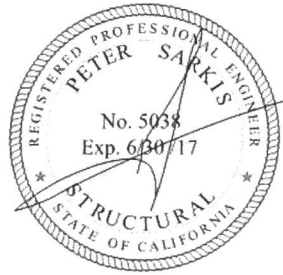
DATE
06/15/2016
SCALE
N.T.S.
DRAWN BY
PS

PROJECT NUMBER:
DSA A03-116026

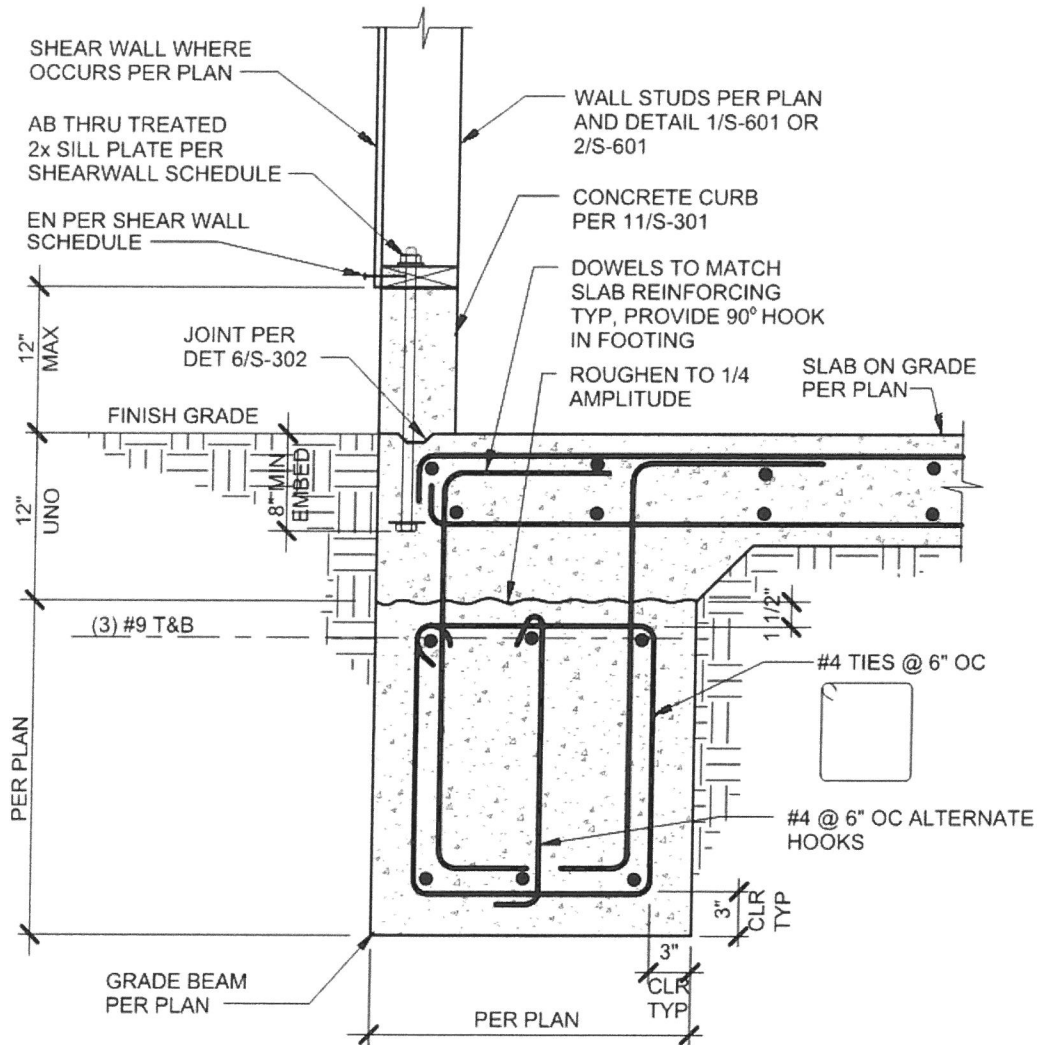


SKS2A


APPROVED
 DIV. OF THE STATE ARCHITECT
 LOS ANGELES REGIONAL OFFICE
 DATE 07/07/2016
 chlin



DESCRIPTION: REVISED CLASSROOM - BLDG 1 - FOUNDATION PLAN - SEGMENT A	DRAWING REFERENCE: S-111A	CCD # 8
	PROJECT NAME: LEMONWOOD K-8 RECONSTRUCTION	ISSUE REFERENCE: CCD-008
	PROJECT NUMBER: DSA A03-116026	DATE 06/15/2016 SCALE N.T.S. DRAWN BY PS



EXTERIOR WALL FOUNDATION WITH STEM

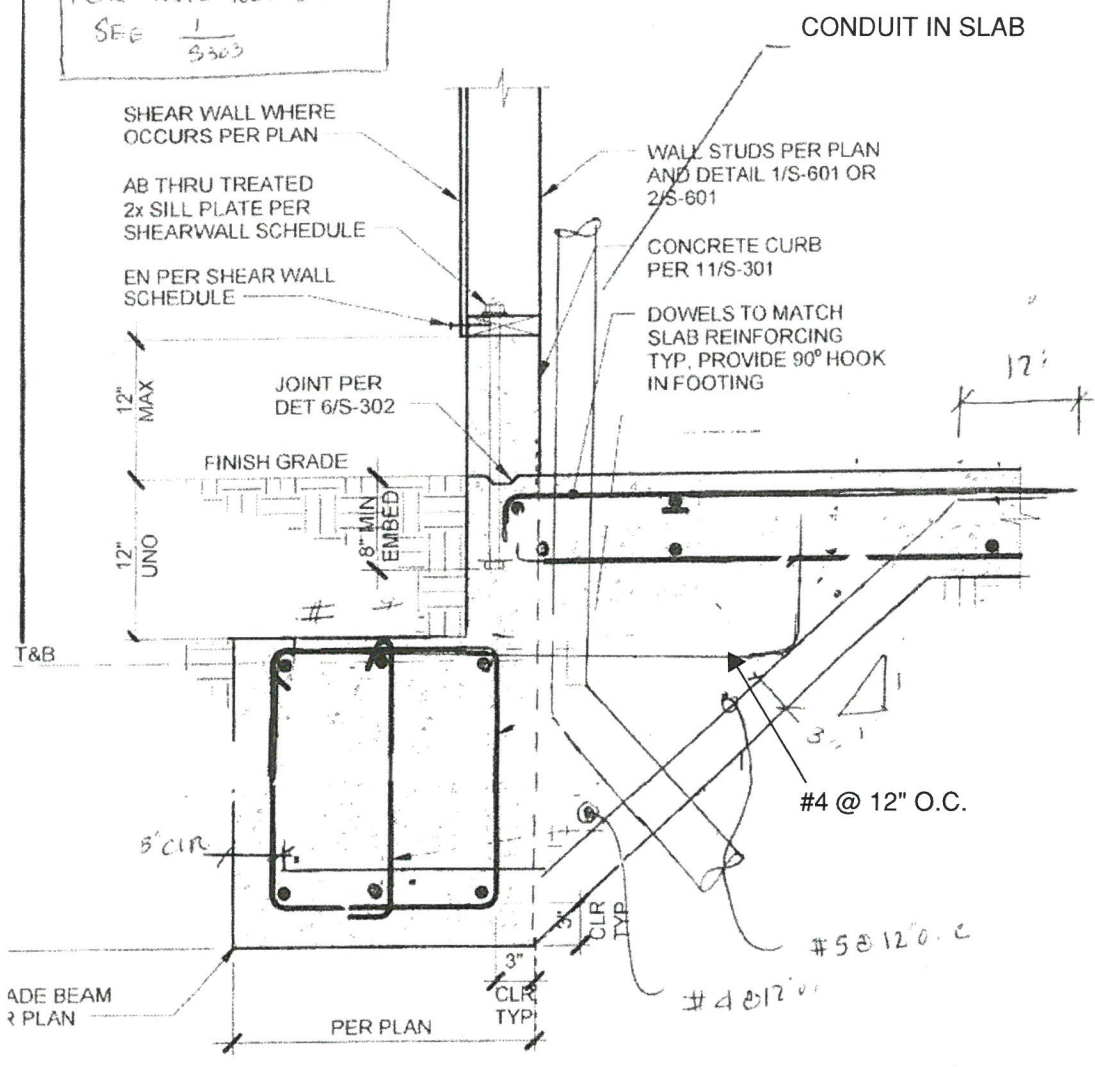
1

FOR REFERENCE ONLY

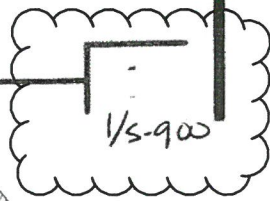
 <p>3 MacArthur Place, Suite 652, San Jose, California 95128 408.255.2389 www.svaarch.com</p>	<p>DESCRIPTION: AS APPROVED DETAIL</p>	<p>DRAWING REFERENCE: 1/S-303</p>	<p>CCD # 8</p>
	<p>PROJECT NAME: LEMONWOOD K-8 RECONSTRUCTION</p>	<p>ISSUE REFERENCE: CCD-008</p>	<p>DATE 06/15/2016</p>
	<p>PROJECT NUMBER: DSA A03-116026</p>		<p>SCALE N.T.S.</p> <p>DRAWN BY PS</p>

FOR INFO NOT SHOWN
SEE 1/3303

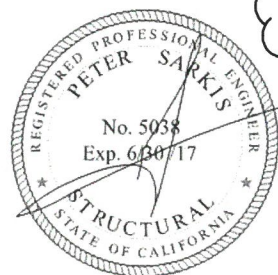
SKS2B



FOUNDATION AT ELECTRICAL ROOM

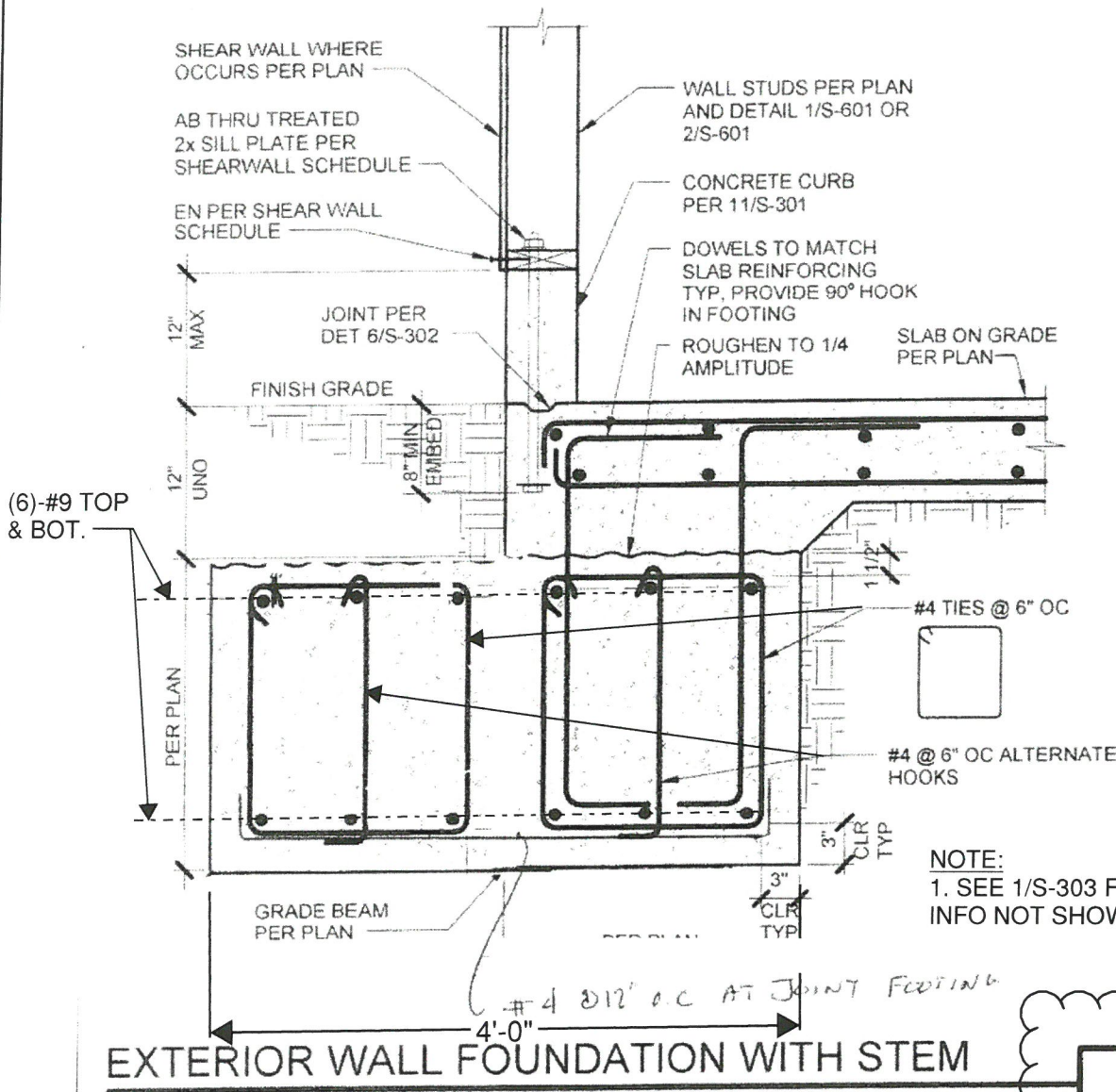


DSA APPROVED
DIV. OF THE STATE ARCHITECT
LOS ANGELES REGIONAL OFFICE
DATE 07/07/2016
chlin

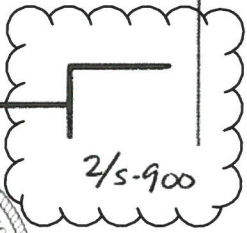


<p>DESCRIPTION: NEW FOOTING DETAIL</p>	<p>DRAWING REFERENCE: 1/S-900</p>	<p>CCD # 8</p>	
	<p>PROJECT NAME: LEMONWOOD K-8 RECONSTRUCTION</p>	<p>ISSUE REFERENCE: CCD-008</p>	<p>DATE 06/15/2016</p>
	<p>PROJECT NUMBER: DSA A03-116026</p>		<p>SCALE N.T.S.</p> <p>DRAWN BY PS</p>

SKS2C

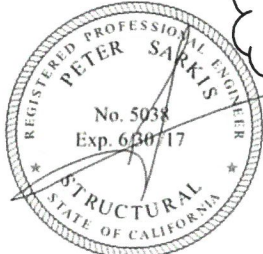


NOTE:
1. SEE 1/S-303 FOR INFO NOT SHOWN.

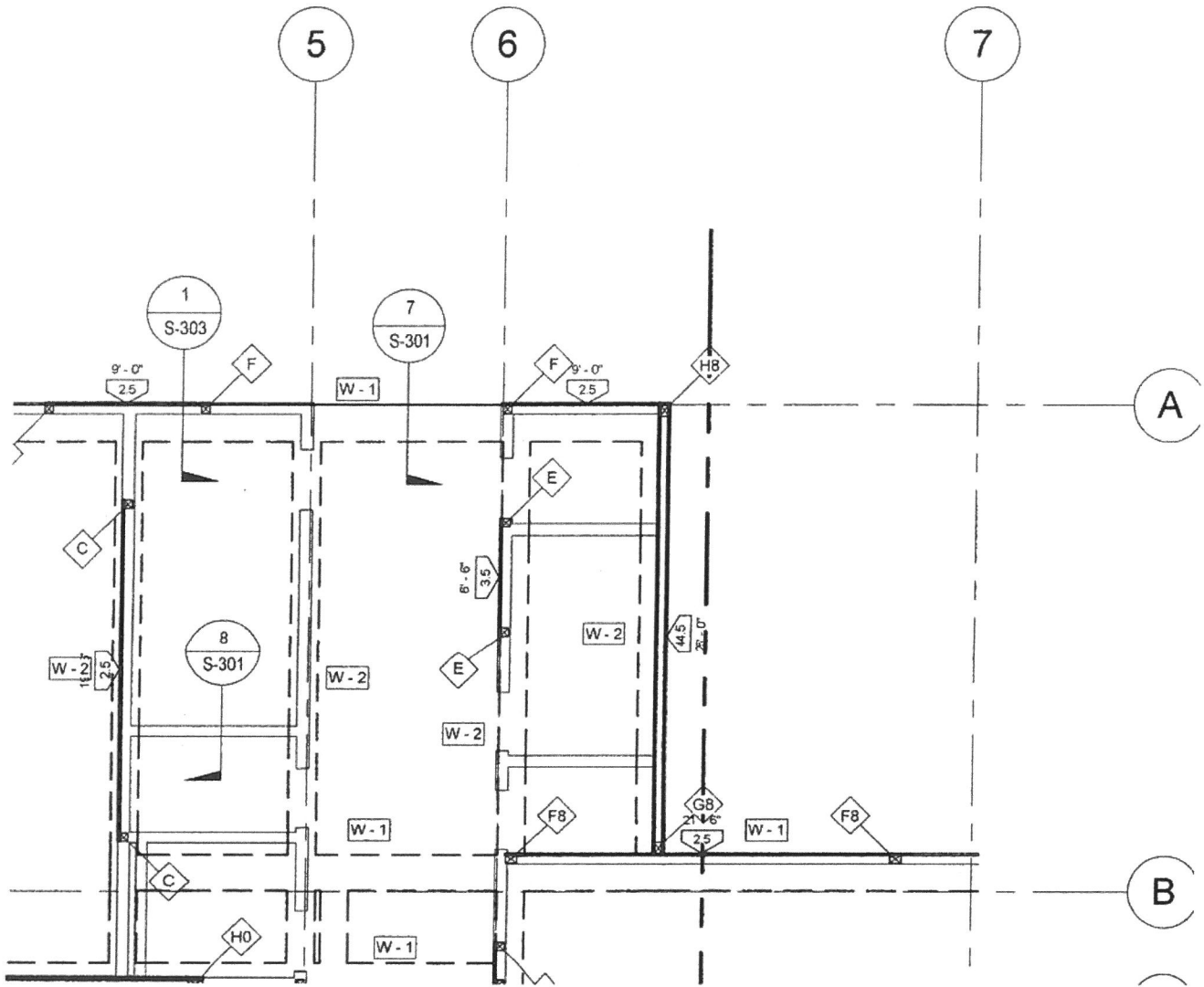


EXTERIOR WALL FOUNDATION WITH STEM

DSA APPROVED
DIV. OF THE STATE ARCHITECT
LOS ANGELES REGIONAL OFFICE
DATE 07/07/2016
chlin



	DESCRIPTION: NEW FOOTING DETAIL	DRAWING REFERENCE: 2/S-900	CCD # 8
	PROJECT NAME: LEMONWOOD K-8 RECONSTRUCTION	ISSUE REFERENCE: CCD-008	DATE 06/15/2016
	PROJECT NUMBER: DSA A03-116026		SCALE N.T.S. DRAWN BY PS



**AS APPROVED
FOR REFERENCE ONLY**



DESCRIPTION:
**AS APPROVED
CLASSROOM - BLDG 1 - FOUNDATION PLAN - SEGMENT A**

PROJECT NAME:
LEMONWOOD K-8 RECONSTRUCTION

PROJECT NUMBER:
DSA A03-116026

DRAWING REFERENCE:
S-111A

ISSUE REFERENCE:
CCD-008

CCD #
8

DATE
06/15/2016
SCALE
N.T.S.
DRAWN BY
PS

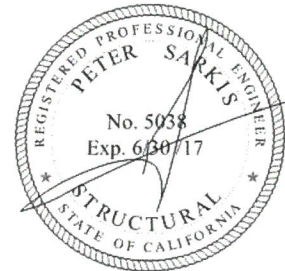
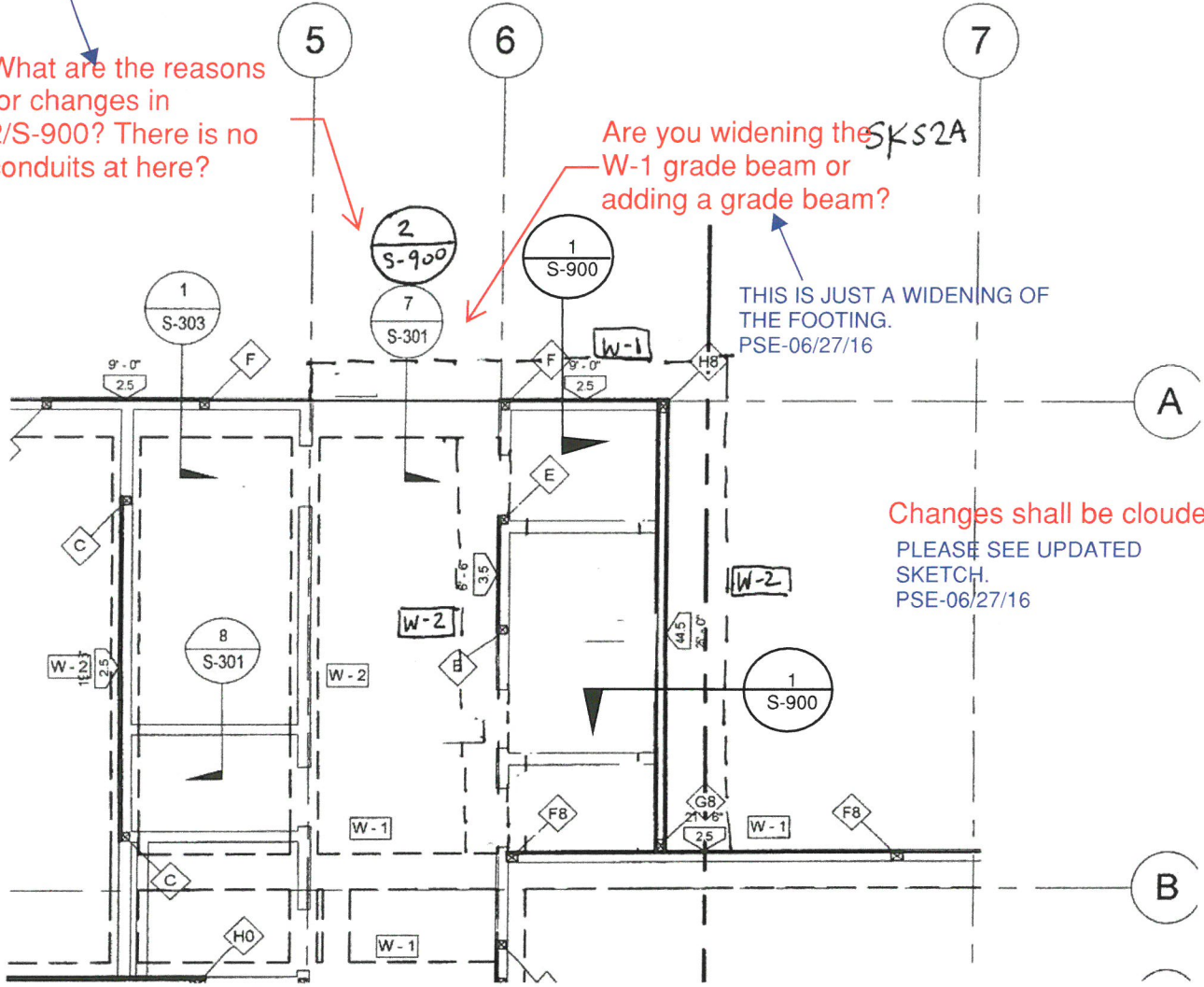
THIS IS AN OVERLAP TO ACCOUNT FOR THE FOOTING TRANSITION FROM THE OUTSIDE TO INSIDE.
PSE-06/27/16

What are the reasons for changes in 2/S-900? There is no conduits at here?

Are you widening the W-1 grade beam or adding a grade beam?

THIS IS JUST A WIDENING OF THE FOOTING.
PSE-06/27/16

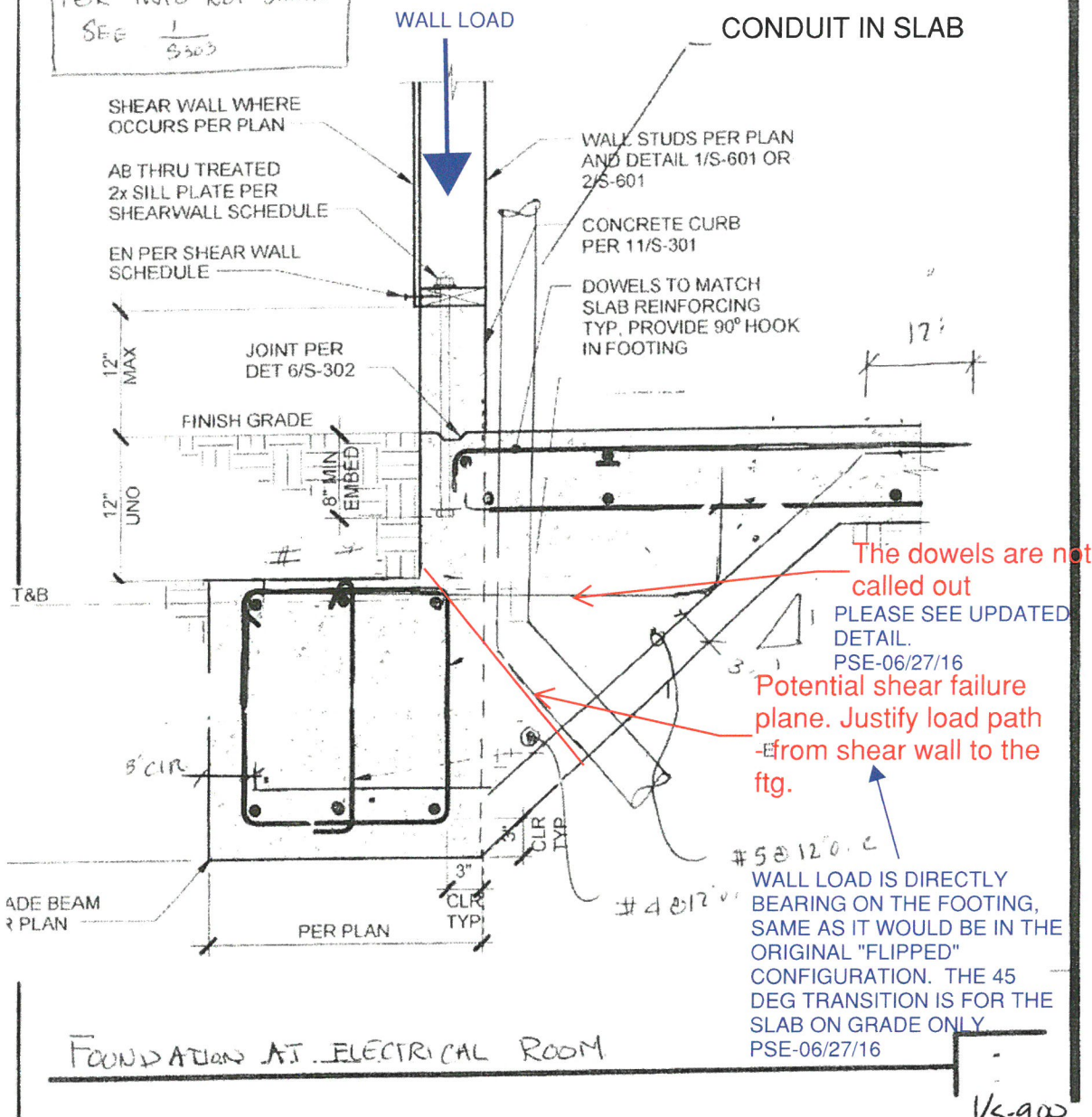
Changes shall be clouded
PLEASE SEE UPDATED SKETCH.
PSE-06/27/16



<p>DESCRIPTION: REVISED CLASSROOM - BLDG 1 - FOUNDATION PLAN - SEGMENT A</p>	<p>DRAWING REFERENCE: S-111A</p>	<p>CCD # 8</p>	
	<p>PROJECT NAME: LEMONWOOD K-8 RECONSTRUCTION</p>	<p>ISSUE REFERENCE: CCD-008</p>	<p>DATE 06/15/2016</p>
	<p>PROJECT NUMBER: DSA A03-116026</p>		<p>SCALE N.T.S.</p> <p>DRAWN BY PS</p>

FOR INFO NOT SHOWN
SEE 1/S-900

SKS2B



The dowels are not called out
PLEASE SEE UPDATED DETAIL.
PSE-06/27/16

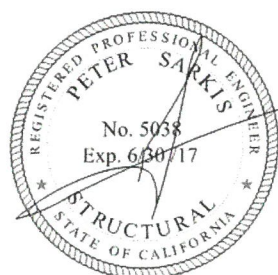
Potential shear failure plane. Justify load path from shear wall to the ftg.

WALL LOAD IS DIRECTLY BEARING ON THE FOOTING, SAME AS IT WOULD BE IN THE ORIGINAL "FLIPPED" CONFIGURATION. THE 45 DEG TRANSITION IS FOR THE SLAB ON GRADE ONLY.
PSE-06/27/16

FOUNDATIONS AT ELECTRICAL ROOM

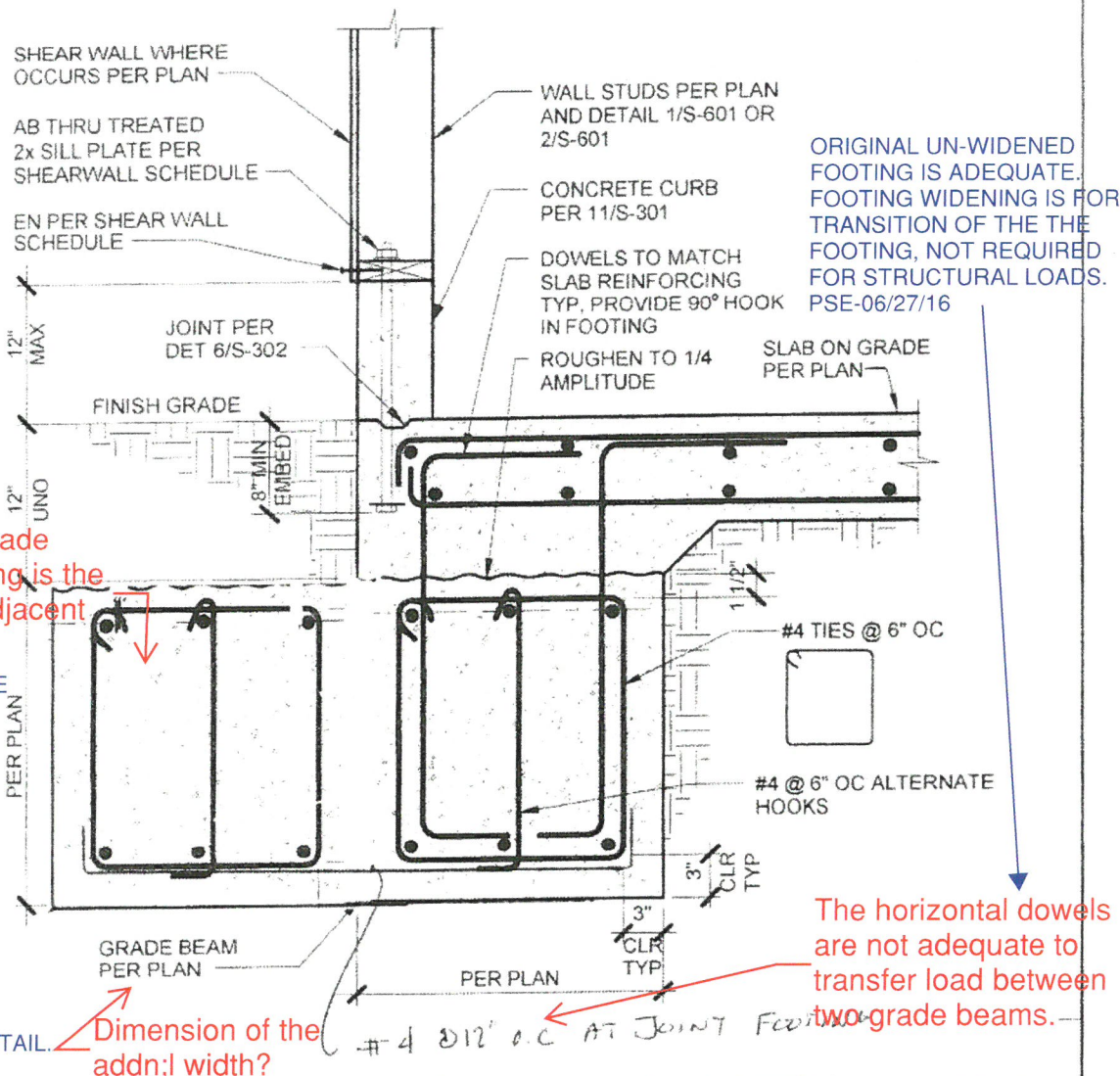
Provide "as approved" ftg detail for reference review.

AS APPROVED DETAIL (1/S-303) ADDED. PLEASE NOTE THIS IS NOT A REVISION TO THE EXISTING DETAIL AS THAT DETAIL IS STILL REQUIRED, THIS DETAIL 1/S-900 IS BEING ADDED TO THE CONSTRUCTION DOCUMENTS.
PSE-06/27/16



	DESCRIPTION: NEW FOOTING DETAIL	DRAWING REFERENCE: 1/S-900	CCD # 8
	PROJECT NAME: LEMONWOOD K-8 RECONSTRUCTION	ISSUE REFERENCE: CCD-008	DATE 06/15/2016
	PROJECT NUMBER: DSA A03-116026		SCALE N.T.S.
			DRAWN BY PS

SKS2C



ORIGINAL UN-WIDENED FOOTING IS ADEQUATE. FOOTING WIDENING IS FOR TRANSITION OF THE THE FOOTING, NOT REQUIRED FOR STRUCTURAL LOADS. PSE-06/27/16

Clarify if this grade beam reinforcing is the same as the adjacent one.

CORRECT, PLEASE SEE UPDATED DETAIL. PSE-06/27/16

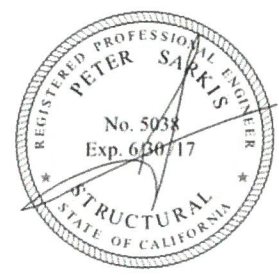
The horizontal dowels are not adequate to transfer load between two grade beams.

Dimension of the addnl width?

PLEASE SEE UPDATED DETAIL. PSE-06/27/16

EXTERIOR WALL FOUNDATION WITH STEM

The plan does not show two grade beams, DTL 2/S-900 REFERENCED BETWEEN GRID 5 & 6 PSE-06/27/16



2/s-900

	DESCRIPTION: NEW FOOTING DETAIL	DRAWING REFERENCE: 2/S-900	CCD # 8
	PROJECT NAME: LEMONWOOD K-8 RECONSTRUCTION	ISSUE REFERENCE: CCD-008	DATE 06/15/2016
	PROJECT NUMBER: DSA A03-116026		SCALE N.T.S. DRAWN BY PS



May 10, 2017

Oxnard School District
 1051 South A Street
 Oxnard, CA, 93030

Attn: Mr. Scott Burkett, CFW Inc.

Subject: Swinerton Builders Job 16055106 - Lemonwood K-8 School LLB
 PCI No. 0205 RFI 0228.2 Add plaster vent screed at exterior plaster soffits

Dear Mr. Burkett,

We request a Change Order to our contract for the following:

Furnish and install plaster vents in exterior plaster soffits as directed in RFI 0228.2

Phase	Category	Description	Subcontractor	Quote
092900	71140	RFI 0228.2 Add plaster vent screeds at exterior plaster soffits	RUTHERFORD CO.	8,099.00
			Subtotal	8,099.00
007480	71160	Subguard	1.15%	93.14
007410	71160	Builders Risk	0.6%	49.15
007420	71160	General Insurance	1.15%	94.21
007510	71160	P&P Bond	1%	80.99
991000	79999	Change Order Fee	5%	416.78
			Markup Subtotal	734.27
			PCI Total	8,833.27

TOTAL AMOUNT OF THIS CHANGE ORDER REQUEST: **8,833.27.**

Please NOTE:

- » The incorporation of this revision into the contractual scope of work will increase the time by 0 calendar days.
- » The terms (cost and schedule impact) of this change order request are subject to review and a requote if not accepted within days of its issuance.
- » This request does not include additional cost or delay due to late approval.

We **HAVE NOT** proceeded with this revised work per your instructions. Please issue a change order.

Upon acceptance of this change order request, a formal change order will be issued. Acceptance also



acknowledges that Swinerton Builders is directed to proceed with the above change in scope.

If you have any questions or comments pertaining to this matter, please contact the undersigned.

Sincerely,
Swinerton Builders

A handwritten signature in blue ink, appearing to read "Bill Gray", is written over the printed name.

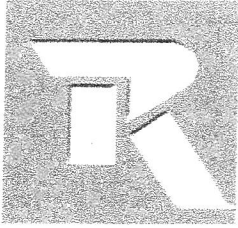
Bill Gray
PM

Date: 5/10/2017

Quotation accepted by:
Oxnard School District

By: _____

Date: _____



Rutherford Co., Inc.

2107 Crystal St.
Los Angeles, CA. 90039
Ph. (323) 666-5285
Fax (323) 665-0328

Committed to EEO & Affirmative Action
License No. 399033
E. E. O. C.

Date: 5/10/17
To: Swinerton Builders
Attn: Bill Gray
From: Paul Rutherford
Pages: 2

Re: Lemonwood K-8 E.S.

Extra Work Pricing:

RFI #00228.2

Add for Flannery PCS 75-V-200 Aluminum Vent Screeds at Exterior Plaster Walkway Soffits at Classroom Building.

Add: **\$8,099.00**

See page 2 for pricing breakdown.

ADDENDUM NO. _____

RUTHERFORD CO. INC

SHEET NO. 2

PROJECT: Hammond K-8 E.S.

BID DATE _____ 19__

ADDRESS: _____

TIME: _____ A.M. P.M

LOCATION: Oxford

TAKE - OFF MADE _____ 19__

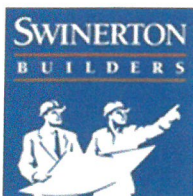
ARCHITECT: _____

TEL. _____

PLAN NOS. _____

PLAN DATES _____

	QUANTITY	UNITS	COST MATERIAL PER UNIT	MATERIAL COST	LABOR AVER.	TOTAL DAYS
<u>BFI # 00228.2</u>						<u>72</u>
Add for Flanvery PCS 75-V-200 Aluminium Vent Screens ~						
Aluminium End Caps	140	ea.	2 ⁹⁹	406	-	8
PCS 75-V-200 70 pu. x 41 ea.	70	pie	12 ⁵⁰	875	-	21
Cut both @ Each Side to Overlap Flange	70	ea.	-	-	-	8
Mask	-	-	-	100	-	16
Stake	-	-	-	-	-	1
Clean Up	-	-	-	-	-	8
Trucking	-	-	-	250	-	1
				<u>\$1,631.</u>		<u>72</u>
				+ tax		x <u>23%</u>
				<u>\$1,718.</u>		<u>\$5,265.</u>
Sub-Total:	7043.					
Add:	1,056.	(15%)				
	<u>8,099.-</u>					



May 24, 2017

Oxnard School District
 1051 South A Street
 Oxnard, CA, 93030

Attn: Mr. Scott Burkett, CFW Inc.

Subject: Swinerton Builders Job 16055106 - Lemonwood K-8 School LLB
 PCI No. 0213 CCD 019 ICF form material clarification/justification

Dear Mr. Burkett,

We request a Change Order to our contract for the following:

DSA FE questioned use of ICF manufacturer standard TEE block unit. Swinerton Builders installed the listed material as specified in the DSA stamped contract documents and approved in the submittal. SEOR was required to issue a CCD justifying the incorporation of the standard tee unit in construction of the common size wall intersection. Project was shut down for 31 calendar days

Phase	Category	Description	Subcontractor	Quote
031100	71140	DSA FE questioned use of ICF manufacturer standard TEE block unit. Swinerton Builders installed the listed material as specified in the DSA stamped contract documents and approved in the submittal. SEOR was required to issue a CCD justifying the incorporation of the standard tee unit in construction of the common size wall intersection. Project was shut down for 31 calendar days	NIBBELINK MASONRY CONSTRUCTION CORPORATION	9,402.40
			Subtotal	9,402.40
007480	71160	Subguard	1.15%	108.13
007410	71160	Builders Risk	0.6%	57.06
007420	71160	General Insurance	1.15%	109.37
007510	71160	P&P Bond	1%	94.02
991000	79999	Change Order Fee	5%	483.85
			Markup Subtotal	852.43
			PCI Total	10,254.83

TOTAL AMOUNT OF THIS CHANGE ORDER REQUEST: **10,254.83.**

Please NOTE:

- » The incorporation of this revision into the contractual scope of work will increase the time by 31 calendar days. Extended General Conditions cost are not included in this cost proposal. These costs will be



- » submitted under separate cover after they are known.
- » The terms (cost and schedule impact) of this change order request are subject to review and a requote if not accepted within 10 days of its issuance.
- » This request does not include additional cost or delay due to late approval.

X We **HAVE** proceeded with this revised work per your instructions. Please issue a change order.

Upon acceptance of this change order request, a formal change order will be issued. Acceptance also acknowledges that Swinerton Builders has proceeded with the above change in scope.

If you have any questions or comments pertaining to this matter, please contact the undersigned.

Sincerely,
Swinerton Builders

Bill Gray
PM

Date: 5/24/2017

Quotation accepted by:
Oxnard School District

By: _____

Date: _____



CHANGE ORDER REQUEST

Date: 5/8/2017

Proposed CO No. 1637-01

Contractor: Swinerton Builders

Project Name: Lemonwood K-8 School

Subject: Delay cost of rental equipment, scaffold, extended over head due to job on hold.
21 working day of delay: Stop 03/31/2017, Start 05/01/2017

ITEM DESCRIPTION	LABOR			MATERIAL				EQUIPMENT			
	HRS	RATE	\$ EXT	QTY	UNIT	U/P	\$ EXT	QTY	UNIT	U/P	\$ EXT
ADDED WORK:											
Mason		\$76.35	\$ -								
Tender		\$74.02	\$ -								
			\$ -								
			\$ -								
ADDED WORK DAYS: EXTENDED OVERHEAD											
	UNIT	RATE									
Hotel		\$130.00	\$ -								
			\$ -								
CMU					ea	\$0.00	\$ -				
Mortar					lbs	\$0.10	\$ -				
Grout					yds	\$98.00	\$ -				
Concrete					yds	\$98.00	\$ -				
Rebar					lbs	\$0.58	\$ -				
Scaffold								21	days	\$200.00	\$ 4,200.00
Gradall								1	flat	\$3,301.00	\$ 3,301.00
											\$ -
											\$ -
											\$ -
											\$ -
TOTAL			\$ -				\$ -				\$ 7,501.00
SALES TAX						9.00%	\$ -				\$ 675.09
			\$ -				\$ -				\$ 8,176.09
SUBTOTAL ADDITION BEFORE MARK-UP										\$ 8,176.09	
NET SUBTOTALS \$ 8,176.09											
<small>Define Applicable Percentages Per Section 700 Article 7.7.2 & 7.7.3</small>											
Mark-Up (Net>0)	<small>()% Sub Contractor's OH & P ()% Contractor's OH & P</small>										
Mark-Down (Net<0)	<small>(X)% Sub Contractor's OH & P ()%15% Contractor's OH & P</small>										\$ 1,226.31
Prime Contractor's Bond	<small>() 1% Based on Original Bond Premium Contract Amount</small>										\$ -
Contractor's Cost/Credit Total				<input checked="" type="checkbox"/> Cost	<input type="checkbox"/> Credit						\$ 9,402.40
[] Check here if additional pages attached											
Approved Per TN											



June 1, 2017

Oxnard School District
 1051 South A Street
 Oxnard, CA, 93030

Attn: Mr. Scott Burkett, CFW Inc.

Subject: Swinerton Builders Job 16055106 - Lemonwood K-8 School LLB
 PCI No. 0217 RFI 025 Add shut off valves at Classroom and MPR Buildings

Dear Mr. Burkett,

We request a Change Order to our contract for the following:

Furnish and install shut off valves at the Classroom and MPR Building as directed in RFI 254

Phase	Category	Description	Subcontractor	Quote
220010	71140	Furnish and install shut off valves at the Classroom and MPR Building as directed in RFI 254	CITY COMMERCIAL PLUMBING, INC.	2,408.00
			Subtotal	2,408.00
007480	71160	Subguard	1.15%	27.69
007410	71160	Builders Risk	0.6%	14.61
007420	71160	General Insurance	1.15%	28.01
007510	71160	P&P Bond	1%	24.08
991000	79999	Change Order Fee	5%	123.92
			Markup Subtotal	218.31
			PCI Total	2,626.31

TOTAL AMOUNT OF THIS CHANGE ORDER REQUEST: **2,626.31.**

Please NOTE:

- » The incorporation of this revision into the contractual scope of work will increase the time by 0 calendar days.
- » The terms (cost and schedule impact) of this change order request are subject to review and a requote if not accepted within days of its issuance.
- » This request does not include additional cost or delay due to late approval.

 X We **HAVE NOT** proceeded with this revised work per your instructions. Please issue a change order.



Upon acceptance of this change order request, a formal change order will be issued. Acceptance also acknowledges that Swinerton Builders is directed to proceed with the above change in scope.

If you have any questions or comments pertaining to this matter, please contact the undersigned.

Sincerely,
Swinerton Builders

A handwritten signature in blue ink, appearing to read "Bill Gray", is written over the printed name.

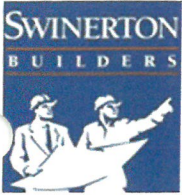
Bill Gray
PM
Date: _____

6/01/2017

Quotation accepted by:
Oxnard School District

By: _____

Date: _____



2200 Carnegie Court,
Oxnard, CA, 93033

Lemonwood K-8 School LLB
16055106

Request For Information # 00254

To:	SVA ARCHITECTS, INC.	RFI Date:	04/20/2017
Attention:	Tom Bardwell	Date Due:	04/19/2017
CC:	Chris Yafuso	RFI Type:	Plumbing
	Marlene Hickle	Priority:	
	Paul Vernier	Schedule/Activity ID:	
	Dick Jones	Document Reference:	Plumbing/Civil
	Christopher Barbato	Spec Section:	22000
	Jeff Walker	Status:	Returned

Subject: Domestic Water Building Shut-off Valves

INFORMATION REQUESTED:

Requested By: Nalani Scanlon

The Plumbing and Civil Drawings do not show any type of shut off valve where the water mains connect to the buildings. Are these required? If so, please provide detail showing type of valve, location and any accessibility requirements as needed.

SUGGESTION:

Possible Cost Impact: Potentially

Possible Time Impact: Potentially

ANSWER:

Answered By: Tom Bardwell

Date of Response: 04/21/2017

Building 4 - shut off valve is shown on P4-11.1. The valve used should be a 2" ball valve.
Building 3- shut off valve is shown on P3-11.1. The valve used should be a 2 1/2" ball valve.
Building 2 - Provide 2" ball valve in yard similar to buildings 3 and 4.
Building 1 - Provide 3" gate valve in yard box.

ATTACHMENTS:



CITY COMMERCIAL PLUMBING, INC.
Plumbing Contractors and Consultants

16106 Cohasset St., Van Nuys, California 91406

(818) 785-1145

Fax: (818) 785-0588

EXTRA WORK ORDER SUBMITTAL

April 27, 2017

TO: SWINERTON BUILDERS

ATTENTION: BILL GRAY

JOB NAME: LEMONWOOD K-8

EXTRA WORK ORDER NO: CCP Inc., C.O.R.#35

DESCRIPTION: RFI#254 - ADD MAIN SHUT-OFF VALVES IN YARD BOXES.
PLEASE SEE ATTACHED OUR SUBMITTAL FOR SUBMISSION AND APPROVAL.

TOTAL COST: \$2,408.00

Escalation rate of 1.5% / month will apply all unpaid change orders. Change order pricing assumes conditions existing as of date submitted. We reserve the right to adjust pricing if conditions change. Change orders should not be subject to retention. Request 5 days extension to complete this change order. We reserve the right to assess the cumulative impact of change.

This is the cost to add the scope to our contract. This proposal is void unless a written Change Order is received within 30 calendar days from the date of this Extra Work Order Submittal. Please send a Subcontract Change Order if you would like us to proceed with the extra work. This change order represents the work described only in this proposal. If the proposal is incomplete, we reserve the right to revise our price. We encourage you to review the scope of work we are offering to make sure it is in line with the changes.

If an owner-initiated change order is not accepted and authorized, City Commercial Plumbing demands reimbursement for all costs incurred in the preparation of the quote. If you have any questions or need clarification please call.

Sincerely,
CITY COMMERCIAL PLUMBING, INC

Cindy Snyder, Project Manager

Enclosures

CHANGE ORDER REQUEST

04/27/2017

CITY COMMERCIAL PLUMBING, INC.

16106 COHASSET STREET
 VAN NUYS, CA 91406
 (818) 785-1145

CONTRACTOR: SWINERTON BUILDERS
 17731 MITCHELL NORTH, SUITE 200
 IRVINE, CA 92614

JOB NAME: LEMONWOOD K-8
 2200 CARNEGIE COURT
 OXNARD, CA 93033

CCP JOB NO.: 562

CHANGE ORDER NO. 35

RE: RFI#254 - ADD MAIN SHUTOFF VALVES IN YARD BOXES, BLDG 1 & 2

LABOR:	WAGES	HOURS	TOTAL
GEN FOREMAN	103.24	2.00	206.48
FOREMAN	96.58	1.00	96.58
PLUMBER	87.39	8.38	732.33
APPRENTICE	61.89	1.00	61.89
TOTAL LABOR:			1,097.28
OTHER EXPENSE:			
TOTAL OTHER EXP.:			0.00
OTHER EXPENSE:			0.00
MATERIAL TOTAL:			992.73
LABOR TOTAL:			1,097.28
SUBTOTAL:			2,090.01
OVERHEAD/PROFIT:	15.00%		313.50
SUBTOTAL:			2,403.51
TEXTURA FEES:	0.18%		4.33
SUBTOTAL:			2,407.83
			0.00
			2,407.83
ROUND UP/DOWN:			\$2,408.00

NOTES:

PLEASE SEE SUBMITTAL ATTACHED FOR APPROVAL.

CITY COMMERCIAL PLUMBING, INC.

MATERIAL LIST

JOB: LEMONWOOD K-8
 2200 CARNEGIE COURT
 OXNARD, CA 93033

CCP JOB NO.: 562
 CHANGE ORDER NO. 35

RE: RFI#254 - ADD MAIN SHUTOFF VALVES IN YARD BOXES, BLDG 1 & 2

QTY.	U/M	MATERIAL NAME	LAB U.	T. LAB.	MAT.COST	T. MAT
		MATERIAL		8.38		910.76
		FOREMAN: LAYOUT ON SITE		1.00		
		GEN FOREMAN - LAYOUT/COORDINATE		1.00		
		GEN FOREMAN - CADD/REDRAW		1.00		
		APPRENTICE: HAND DIG		1.00		
LABOR & MATERIAL TOTAL				12.38		910.76
SALES TAX:					9.00%	81.97
<u>TOTAL MATERIAL COST:</u>						992.73

JOB 1073 562CORS2: 562 - LEMON...
 ESTIMATE 1 562CORS2: 562 - LEMON...
 DATA SET 2 MECH DATABASE 04-14-17

COR#35
 CITY COMMERCIAL PLUMBING
 16106 COHASSET ST.
 VAN NUYS, CA 91406
 818-785-1145 / (Company Fax)
 CSNYDER@CCPINC.NET

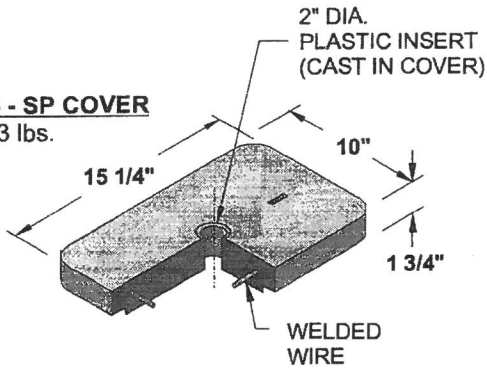
PRINTED 4/27/2017 2:27:49 PM
 MATERIAL Primary
 LABOR Alternate

NOTES

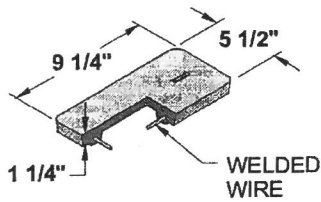
Item				Material		Field Labor		
Item #	Category	Size	Item Desc	Qty	Mat Unit	Mat Ext	Fld Unit	Fld Ext
Section : Section 008: COR#35 - RFI#254, ADD MAIN SHUTOFF VLV								
Category : Category 003: COPPER KLM LEAD FREE								
63	COPPER KLM LEAD ...		YARD BOX	3	47.54	142.62	2.00	6.00
3230006	COPPER KLM LEAD ...	2"	BALL VALVE-SWT 150#	2	122.40	244.80	0.49	0.98
3290001	COPPER KLM LEAD ...	Unsize	SOLDER LBS. LEADFREE	1	39.48	39.48	Skip	0.00
3550006	COPPER KLM LEAD ...	3"	BOLT & GASKET SET	2	18.33	36.66	Skip	0.00
Subtotals for Category : Category 003: COPPER KLM LEAD FREE						463.56		6.98
Category : Category 005: VALVES								
5110003	VALVES	3"	GATE FL OS&Y 125 IB	1	447.20	447.20	1.40	1.40
Subtotals for Category : Category 005: VALVES						447.20		1.40
Subtotals for Section : Section 008: COR#35 - RFI#254, ADD MAIN SHUTOFF VLV						910.76		8.38
Grand Totals						910.76		8.38

Yard box for water shut-off

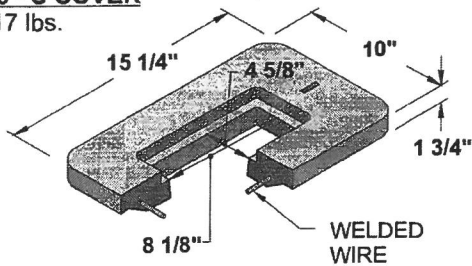
No. 36 - SP COVER
WT. 23 lbs.



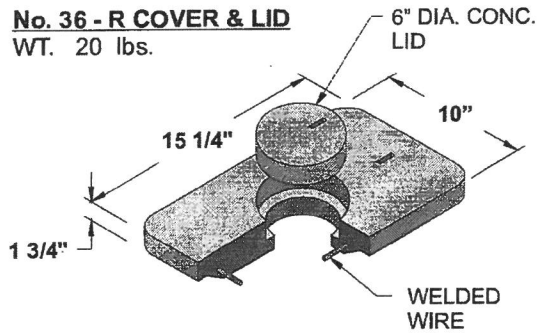
No. 36 - S LID (1-S)
WT. 5 lbs.



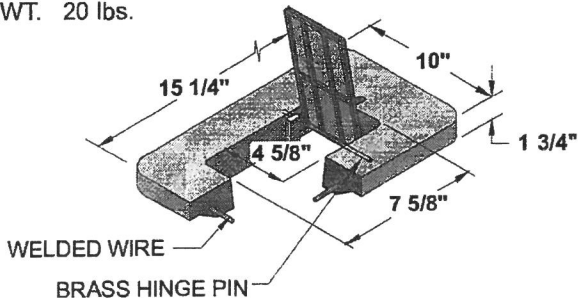
No. 36 - S COVER
WT. 17 lbs.



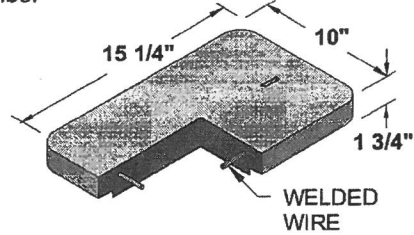
No. 36 - R COVER & LID
WT. 20 lbs.



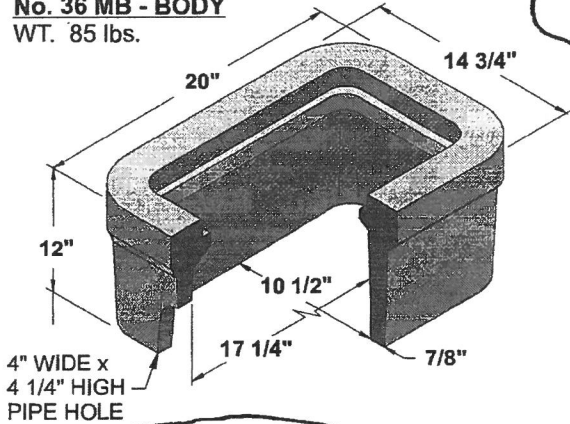
No. 36 - H COVER WITH CAST IRON HINGED LID
WT. 20 lbs.



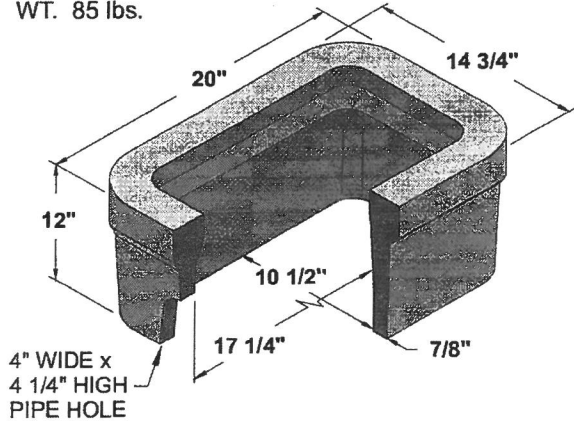
No. 36 MB - CONCRETE COVER
WT. 23 lbs.



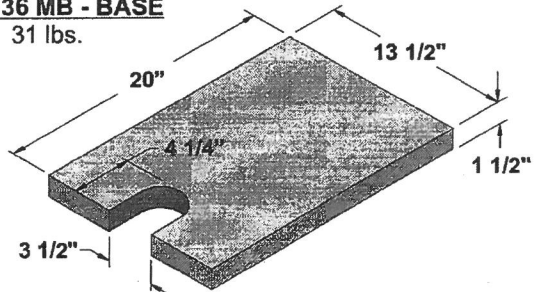
No. 36 MB - BODY
WT. 85 lbs.



No. 36 MB - EXTENSION
WT. 85 lbs.



No. 36 MB - BASE
WT. 31 lbs.



10 1/2" x 17 1/4" METER BOX
(for 3/4" WATER METER)

ORG. DWG. DATE
03-03-95

REV. DWG. DATE
12-06-00

BROOKE
PRODUCTS

36MB



June 30, 2017

Oxnard School District
 1051 South A Street
 Oxnard, CA, 93030

Attn: Mr. Scott Burkett, CFW Inc.

Subject: Swinerton Builders Job 16055106 - Lemonwood K-8 School LLB
 PCI No. 0220 RFI 0257 Add soffit at exterior walls to support sliding markerboard track

Dear Mr. Burkett,

We request a Change Order to our contract for the following:

On exterior walls of Classrooms there is no supports for the sliding marker boards. RFI #257 added wood framed soffits with drywall to support these sliding marker boards.

Phase	Category	Description	Subcontractor	Quote
061000	71140	RFI 257 Added wood framed soffits in Classrooms	ABDELLATIF ENTERPRISES, INC.	41,800.00
061000	71140	RFI 257 Added wood framed soffits in Classrooms	ABDELLATIF ENTERPRISES, INC.	19,097.00
092900	71140	RFI 257 Added wood framed soffits in Classrooms	RUTHERFORD CO., INC.	48,724.00
			Subtotal	109,621.00
007480	71160	Subguard	1.15%	1,260.64
007410	71160	Builders Risk	0.6%	665.29
007420	71160	General Insurance	1.15%	1,275.14
007510	71160	P&P Bond	1%	1,096.21
991000	79999	Change Order Fee	5%	5,641.10
			Markup Subtotal	9,938.38
			PCI Total	119,559.38

TOTAL AMOUNT OF THIS CHANGE ORDER REQUEST: **119,559.38.**

Please NOTE:

- » The incorporation of this revision into the contractual scope of work will increase the time by 15 calendar days. We have not included any added GC costs. Swinerton reserves the right to claim these costs at a later date.
- » The terms (cost and schedule impact) of this change order request are subject to review and a requote if not accepted within days of its issuance.
- » This request does not include additional cost or delay due to late approval.



X We **HAVE** proceeded with this revised work per your instructions. Please issue a change order.

Upon acceptance of this change order request, a formal change order will be issued. Acceptance also acknowledges that Swinerton Builders has proceeded with the above change in scope.

If you have any questions or comments pertaining to this matter, please contact the undersigned.

Sincerely,
Swinerton Builders

Bill Gray
PM
Date: _____

[Handwritten signature]
6/30/2017

Quotation accepted by:
Oxnard School District

By: RSB **

Date: 6 30 2017

**This is approved for allocation only. It is clearly an error and omission by both architect and Preconstruction LLB Contractor. At a design meeting on April 08, 2014, under new business item 18.2 the issue of sliding marker boards on the classroom window walls was addressed. The architect at that time was directed to correct this condition in the classrooms based upon the previously completed project for District at the Haydock MS mock up room. This mock up clearly demonstrated the DSA approved soffitted assembly that the architect answered with in the abovementioned RFI. These DSA approved plans clearly show the proper detail at the Kindergarten window walls. The intent was there from design/preconstruction on, for this assembly to be included. That it was missed and not included is an omission. Since Contractor participated as the preconstruction consultant he may use allocation funds only to correct this condition.



2200 Carnegie Court,
Oxnard, CA, 93033

Lemonwood K-8 School LLB
16055106

Request For Information # 00257

To:	SVA ARCHITECTS, INC.	RFI Date:	05/01/2017
Attention:	Tom Bardwell	Date Due:	05/08/2017
CC:	Cecil Rodriguez	RFI Type:	Architectural
	Chris Yafuso	Priority:	High
	Paul Vernier	Schedule/Activity ID:	
	Dick Jones	Document Reference:	
	Christopher Barbato	Spec Section:	61000
		Status:	Returned

Subject: Marker board Attachment at T-Bar Ceiling

INFORMATION REQUESTED:

Requested By: Nalani Scanlon

We can install wood blocking for the sliding marker boards per 13/A-64.3 where there are wood soffits but does the marker boards attach where there are T-bar ceilings and no soffits? See attachments for reference.

SUGGESTION:

Possible Cost Impact: Potentially

Possible Time Impact: Potentially

ANSWER:

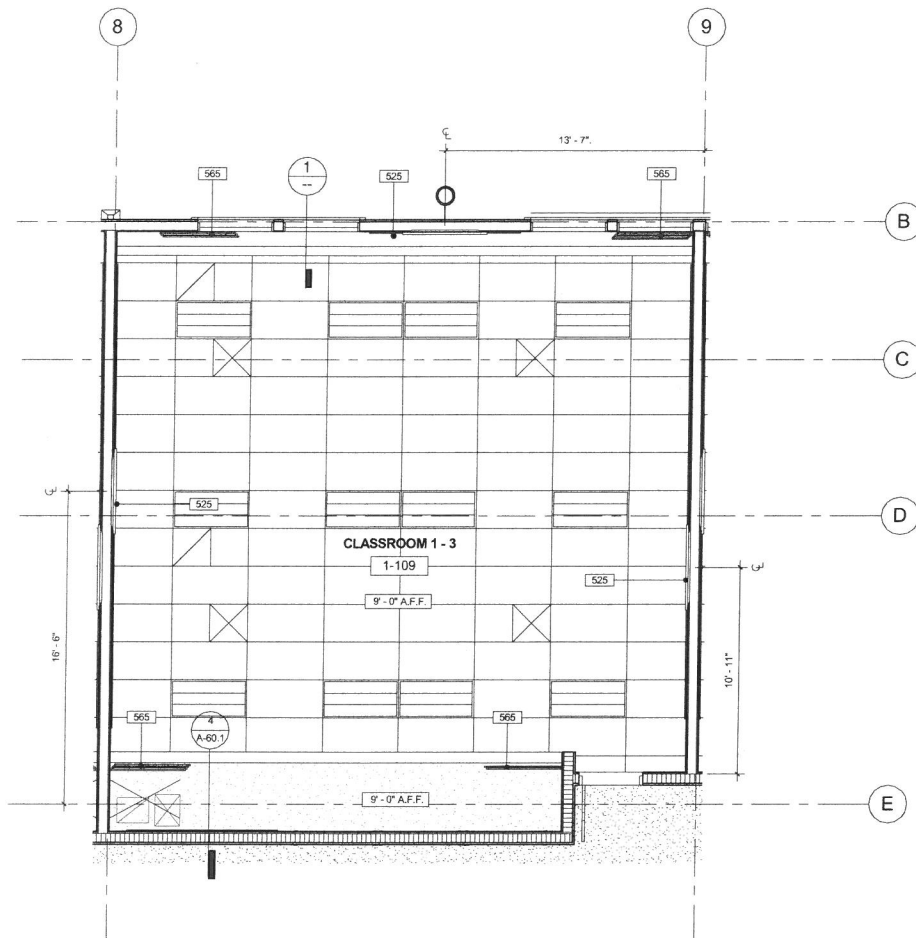
Answered By: Tom Bardwell

Date of Response: 05/18/2017

See attached sketches for marker board attachment.

ATTACHMENTS:

A-64.3 (1)
A-64.3
RFI 257 sketches



MARKER BOARD SOFFIT LAYOUT
 NORTH SIDE - NORTH WALL OF
 CLASSROOM, TYP.

CORRIDOR

1-135

EQ

EQ

EQ

EQ

CLASSROOM 1 - 3

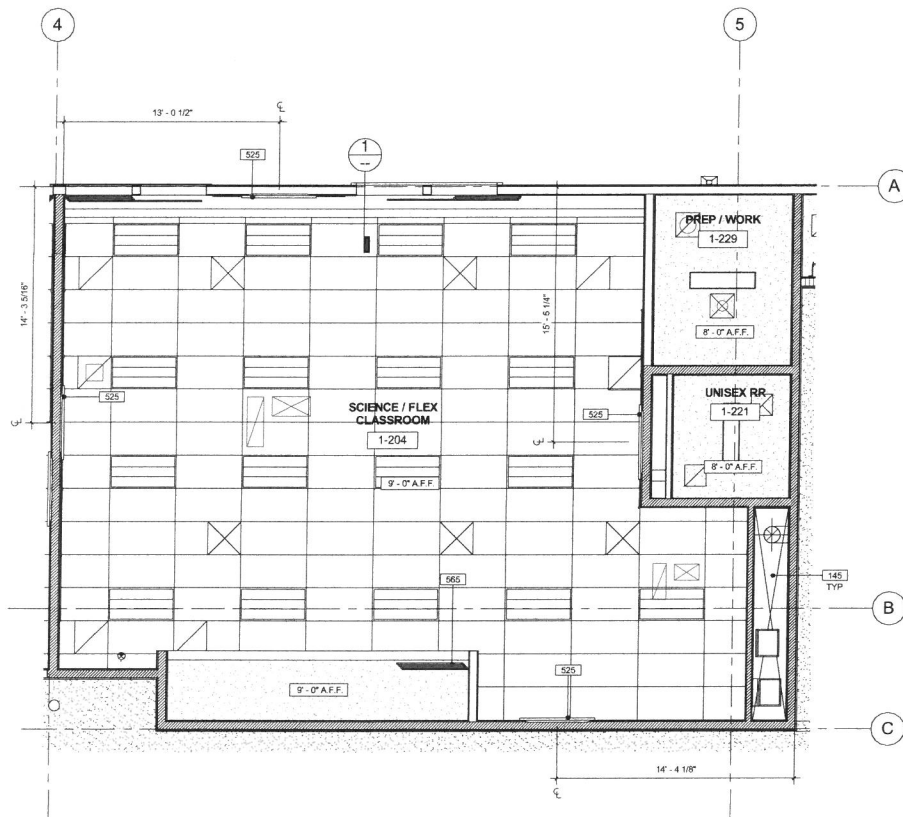
1-112

CLASSROOM 1 - 3

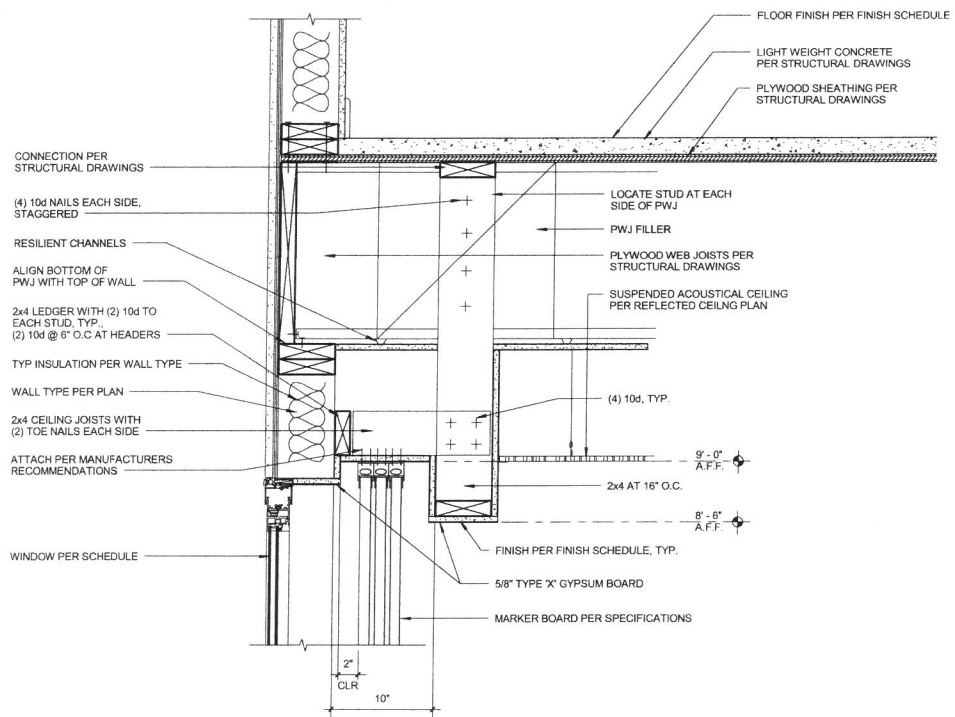
1-114



MARKER BOARD SOFFIT LAYOUT
SOUTH SIDE - SOUTH WALL OF
CLASSROOM, TYP.



MARKER BOARD SOFFIT LAYOUT
 NORTH SIDE - NORTH WALL OF
 SCIENCE ROOM



1 MARKER BOARD SOFFIT SECTION

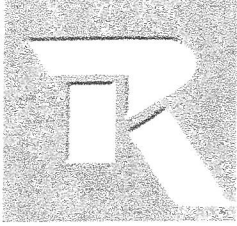


Lemonwood Change Order 31

Additional Cost associated with RFI 257.

Description: Frame wood soffits for the connection of the sliding marker boards in classrooms that have T-bar Ceilings. There is a total of 28 classrooms.

Labor						
280	hours	First floor (14 rooms @ 20 Hr)	Rate	\$ 70.49	hour	\$ 19,737.20
308	hours	2nd floor (14 rooms @ 22 Hr)		\$ 70.49	hour	\$ 21,710.92
2	hours	Coordination and supervision		\$ 70.49	hour	\$ 140.98
Material						
1400	lf	2x6 DF #1 KD		\$ 0.62	LF	\$ 868.00
11592	lf	2x4 DF #1 KD		\$ 0.42		\$ 4,868.64
448	lf	2x12 DF #1 KD		\$ 1.75		\$ 784.00
6	box	2 3/8"x.14 CDX PT		\$ 45.15		\$ 270.90
6	box	3 1/4"x .162 gun nails		\$ 45.15		\$ 270.90
4	box	1 1/2"x .131 PP nails		\$ 39.25		\$ 157.00
3136	pc	1/4"x6" SDS screws		\$ 0.53		\$ 1,662.08
2688	pc	LUS24		\$ 0.62		\$ 1,666.56
Subtotal						\$ 52,137.18
Profit and Overhead						\$ 7,820.58
Material Tax						\$ 938.78
Change order Total						\$ 60,897



Rutherford Co., Inc.

2107 Crystal St.
Los Angeles, CA. 90039
Ph. (323) 666-5285
Fax (323) 665-0328

Committed to EEO & Affirmative Action
License No. 399033
E. E. O. C.

Date: 6/6/17
To: Swinerton Builders
Attn: Bill Gray
From: Paul Rutherford
Pages: 2

Re: Lemonwood K-8 E.S.

Extra Work Pricing:

RFI #257

Add for work at New Drywall Soffits along the Window Walls in #28 Classrooms

Add: **\$48,724.00**

See page 2 for pricing breakdown.

ADDENDUM NO.: _____

RUTHERFORD CO., INC.

SHEET NO.: 2

PROJECT: Lemonaud K-8 E.S.

BID DATE: _____

ADDRESS: _____ TIME: _____ AM PM

LOCATION: Oxnard TAKE - OFF MADE: _____

ARCHITECT: _____ TEL: _____ PLAN NOS: _____ PLAN DATES: _____

	QUANTITY	UNITS	COST MATERIAL PER UNIT	MATERIAL COST	LABOR AVER.	TOTAL DAYS
						HRS.
<u>RFI # 257</u>						
Added work @ Added window wall soffits in #28 Classrooms:						
c) Impact on Installation of Contract Drywall while Having no work account Added Soffit Framing:						
Drywall Impact : 4hrs per Classroom	28	ea.	-	-	4hrs ea	112
Tapping Impact : 2hrs per Classroom	28	ea.	-	-	2hrs ea	56
ii) Drywall @ Added soffits:						
5/8" Drywall x1	4,310	sq ft	.35	1,526	30	145
Tape / Finish x1	4,310	"	.10	436	25	174
Cornice Board x #2	1,744	"	.20	349	35	50
Studs	-	-	-	-	-	4
Clean Up	-	-	-	-	-	4
31' x 5' x #27						
35' x 5' -						
				\$2,311.		545
				+ HT.		x 73 1/2
				\$2,519.		\$39,850.
Sub. Total. \$42,369.						
+ 6,355. (15%)						
Add: <u>\$48,724.</u>						



June 26, 2017

Oxnard School District
 1051 South A Street
 Oxnard, CA, 93030

Attn: Mr. Scott Burkett, CFW Inc.

Subject: Swinerton Builders Job 16055106 - Lemonwood K-8 School LLB
 PCI No. 0221 CCD 015, RFI 080 Reinforcing steel modifications

Dear Mr. Burkett,

We request a Change Order to our contract for the following:

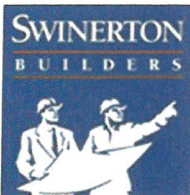
Eliminate slab dowels change exterior paving from asphalt to PCC.; remove concrete dowels already installed. Revise previously installed reinforcing at elevator pit and modify to meet CCD 015 requirements

Phase	Category	Description	Subcontractor	Quote
032000	71140	Eliminate slab dowels change exterior paving from asphalt to PCC.; remove concrete dowels already installed. Revise previously installed reinforcing at elevator pit and modify to meet CCD 015 requirements	REBAR ENGINEERING- CCD 015	1,292.00
032000	71140	Eliminate slab dowels change exterior paving from asphalt to PCC.; remove concrete dowels already installed. Revise previously installed reinforcing at elevator pit and modify to meet CCD 015 requirements	REBAR ENGINEERING- RFI 080	172.00
			Subtotal	1,464.00
007480	71160	Subguard	1.15%	16.84
007410	71160	Builders Risk	0.6%	8.89
007420	71160	General Insurance	1.15%	17.03
007510	71160	P&P Bond	1%	14.64
991000	79999	Change Order Fee	5%	75.34
			Markup Subtotal	132.74
			PCI Total	1,596.74

TOTAL AMOUNT OF THIS CHANGE ORDER REQUEST: **1,596.74.**

Please NOTE:

- » The incorporation of this revision in to the contractual scope of work may have an impact on our schedule, which is yet to be finalized. Once determined, the job schedule will be adjusted accordingly to show the effect of this revision on the final project completion date..
- » The terms (cost and schedule impact) of this change order request are subject to review and a requote if



not accepted within days of its issuance.

- » This request does not include additional cost or delay due to late approval.

X We **HAVE** proceeded with this revised work per your instructions. Please issue a change order.

Upon acceptance of this change order request, a formal change order will be issued. Acceptance also acknowledges that Swinerton Builders has proceeded with the above change in scope.

If you have any questions or comments pertaining to this matter, please contact the undersigned.

Sincerely,
Swinerton Builders

Bill Gray
PM
Date: _____

[Handwritten signature]
6/26/2017

Quotation accepted by:
Oxnard School District

By: _____

RSB

Date: 6 26 2017

As an OCA Only!



2200 Carnegie Court,
Oxnard, CA, 93033

Lemonwood K-8 School LLB
16055106

Request For Information # 00080

To:	SVA ARCHITECTS, INC.	RFI Date:	08/26/2016
Attention:	Tom Bardwell	Date Due:	09/02/2016
CC:	Paul Vernier	RFI Type:	Structural
	Peter Sarkis	Priority:	Critical
		Schedule/Activity ID:	
		Document Reference:	S-111A, S-111B
		Spec Section:	
		Status:	Accepted

Subject: Bulletin #18 Depressed Slab

INFORMATION REQUESTED:

Requested By: Nalani Scanlon

Bulletin #18 calls out for the Mat Slab to be depressed 4" to allow for an architectural topping slab per the Civil drawings. Please confirm that this also applies to the structural slab supporting Stair #1 as it is shown for Stair #2 and #3.

Additionally, Architectural drawings A1-32.5, Detail 2 refers to note 913 "Concrete paving per Civil Drawings". Drawing C-3, Note 1, 'construct 5" of A.C over 8.5" of C.A.B.', for Stair #1. This is not consistent with Stair #2 and #3 per Note 9 on C-3. Please confirm.

SUGGESTION:

Possible Cost Impact: Potentially

Possible Time Impact: Potentially

ANSWER:

Answered By: Tom Bardwell

Date of Response: 09/15/2016

Per the teams conversation (SVA, IOR and Swinerton) we are not going to depress the slab at any of the stairs. We are replacing the AC paving with concrete paving at Stair #1 to match the rest of the corridor concrete paving. Concrete broom finish under all stairs to match the corridor concrete broom finish. Slope the concrete at Stair #1 per the civil drawings.

ATTACHMENTS:

RFI

Rebar Engineering, Inc.

Change Order Request

Project: LEMONWOOD K-8, SCHOOL	Date: 11/21/16
Customer: Swinerton Builders	Job #: 6387
To: Bill Gray	Est#: 27259
Reference: RFI #85 - Field Ticket 10/24/16 - (801 SAC - 16 Hrs. Reg)	Extra #: 104
Attachment: Est Take-Off. T&M #14396	
Estimated by: Kit N.	
Pricing by: Kit N.	

Description	Qty	Cost	Unit	\$		\$
Includes Materials, Fabrication, Accessories, Taxes, Scrap, Drops, Escalation & Storage						
Rebar		76.59	Cwt	0.00		
Mesh			Sq. Ft.			
Couplers			Ea			
Other					Subtotal	0.00

Detailing* May include any additional costs that were required to meet the project schedule

	82.00	Hr				
				Subtotal		0.00

Delivery* May include any additional costs that were required to meet the project schedule

	89.00	Hr				
	375.00	Trip				
				Subtotal		0.00

Field Labor

Foreman	Reg	Qty	Cost	Unit	Total
	Reg	8	74.21	Hr	593.68
	1.5 OT		23.14	Hr	
	2.0 OT		46.28	Hr	
Journeyman	Reg		70.22	Hr	
	1.5 OT		21.24	Hr	
	2.0 OT		42.47	Hr	
Apprentice	Reg	8	64.90	Hr	519.20
	1.5 OT		20.28	Hr	
	2.0 OT		40.57	Hr	
Welder	Reg		155.00	Hr	
	1.5 OT		23.14	Hr	
	2.0 OT		46.28	Hr	
				Subtotal	1,112.88

Hoisting & Unloading

	175.00	Hr				
				Subtotal		0.00

Sub Total	1,112.88
Ovhd & Profit 15.00%	166.93
Bond 0.92%	11.77
Total	\$ 1,292

Notes: Labor Rate Good Thru 12 / 31 / 2016
Labor Rate Cost Exclude Cost Of Jobsite GL & Work Comp. Insurance
 All terms, conditions and exclusions per Rebar Engineering's proposal shall apply,

until a subcontract agreement has been fully executed.

Takeoff Listing

Estimate: 027259 Lemonwood K-8, Oxnard
 Bid: 104 RFI #85 - TKT 10/24/16 - (801 SAC - 16 HRS REG)
 Bid Status: Ready to Price

BPage:1

Itm	Sac	Str	Mul	Pcs	Qty	Part	Lgt	Typ	Bt	Remarks	Weight
0001										**NET CHANGE**	
0002											
0003										>>REF: TICKET #14396 (10/24/2016)	
0004										=====	
0005										RE-WORK: LATE INFO RFI #85 - CCD#15	
0006										=====	
0007	801		1		16	FldXreg			Oth	8F > 8A - (REG)	
0008										** Total Weight **	0

REBAR ENGINEERING, INC. - EXTRA WORK AND/OR MATERIAL ORDER

10706 Painter Ave. - Santa Fe Springs, CA 90670 Tel (562) 946-2461 Fax (562) 941-7740

12396

Date: 10/24/2016 (please print) Day: Mon Tue Wed Thur Fri Sat Sun (circle one) page ___ of ___

Rebar Job # 0387 Job Name: Lemonwood R-12
 Customer: SWINERTON Cust Ref#

(The Rebar Engineering Field Superintendent must be notified prior to proceeding with the extra work)

Superintendent's Name: _____

Reason for Extra Work: (circle all that apply)
 [Rework Steel Already Installed] [Rework Steel Not Installed] [Fabricate in Field]
 [Not Included in Contract] [Reg Time] [Reg Time + OT] [OT Premium Only]
 [Other - describe] _____ [In House Info Only]

Describe Extra Work: REWORK REBAR DUE TO LATE INFO PER CCO #15 RFI 85
 (be specific - describe the location of work, section on the plans, grid line, floor, rel#'s being reworked, etc.)

List Extra Materials Used: _____
 (material used from other parts of the job - list the quantity, size & length of the bars)

List Extra Equipment: [Crane] [Forklift] [Other] Size: _____ Hours + Travel Time: _____
 (circle one)

(F=Foreman J=Journeyman A=Apprentice W=Welder)

Employee Name	Classification	Hours:	OT or Premium Only		
			Reg Time	OT 1.5	OT 2.0
<u>FRANK MADRITON</u>	<u>F</u> J A W		<u>9.0</u>	.	.
<u>JOSE ESPINOZA</u>	F J <u>A</u> W		<u>8.0</u>	.	.
	F J A W		.	.	.
	F J A W		.	.	.
	F J A W		.	.	.
	F J A W		.	.	.
	F J A W		.	.	.
	F J A W		.	.	.

(Extra Work Authorized and Approved by: (Customer Representative))

Signature: Customer's Representative Chris Baratta Date: 10/24/16
 Please Print Name Title: Supt.

Signature: Rebar Engineering Foreman FRANK MADRITON Please Print Name

White Copy: Rebar Engineering Office - Submit Weekly Canary Copy: Customer Pink Copy: Rebar Engineering Foreman

Rebar Engineering, Inc.

Change Order Request

Project: LEMONWOOD K-8, SCHOOL	Date: 10/24/16
Customer: Swinerton Builders	Job #: 6387
To: Bill Gray	Est#: 27259
Reference: RFI #80 - Field Ticket 10/7/16 - (801 SAC - 2 Hrs. Reg)	Extra #: 103
Attachment: Est Take-Off	
Estimated by: Kit N.	
Pricing by: Kit N.	

Description	Qty	Cost	Unit	\$		\$
Includes Materials, Fabrication, Accessories, Taxes, Scrap, Drops, Escalation & Storage						
Rebar		76.59	Cwt	0.00		
Mesh			Sq. Ft.			
Couplers			Ea			
Other					Subtotal	0.00

Detailing* May include any additional costs that were required to meet the project schedule

		82.00	Hr			
					Subtotal	0.00

Delivery* May include any additional costs that were required to meet the project schedule

		89.00	Hr			
		375.00	Trip			
					Subtotal	0.00

Field Labor

Foreman	Reg	Qty	Rate	Unit	Total
	Reg	2	74.21	Hr	148.42
	1.5 OT		23.14	Hr	
	2.0 OT		46.28	Hr	
Journeyman	Reg		70.22	Hr	
	1.5 OT		21.24	Hr	
	2.0 OT		42.47	Hr	
Apprentice	Reg		64.90	Hr	
	1.5 OT		20.28	Hr	
	2.0 OT		40.57	Hr	
Welder	Reg		155.00	Hr	
	1.5 OT		23.14	Hr	
	2.0 OT		46.28	Hr	
				Subtotal	148.42

Hoisting & Unloading

		175.00	Hr			
					Subtotal	0.00

Sub Total		148.42
Ovhd & Profit 15.00%		22.26
Bond 0.92%		1.57
Total	\$	172

Notes: Labor Rate Good Thru 12 / 31 / 2016
 Labor Rate Cost Exclude Cost Of Jobsite GL & Work Comp. Insurance
 All terms, conditions and exclusions per Rebar Engineering's proposal shall apply,

until a subcontract agreement has been fully executed.

10/24/2016

Takeoff Listing

Page: 1 of 1

Lengths in Imperial

Weights in Imperial (lb)

Estimate: 027259 Lemonwood K-8, Oxnard
 Bid: 103 FIELD TKT 10/7/16 - (801 SAC - 2 HRS REG)
 Bid Status: Ready to Price

BPage:1

Itm	Sac	Str	Mul	Pcs	Qty	Part	Lgt	Typ	Bt	Remarks	Weight
0001										**NET CHANGE**	
0002											
0003										>>REF: TICKET #14395 (10/7/2016)	
0004										=====	
0005										RE-WORK: FIELD CUT SLAB DWLS	
0006										=====	
0007	801		1		2	FldXreg		Oth		2F - (REG)	
0008										** Total Weight **	0

REBAR ENGINEERING, INC. - EXTRA WORK AND/OR MATERIAL ORDER

10706 Painter Ave. - Santa Fe Springs, CA 90670 Tel (562) 946-2461 Fax (562) 941-7740

12395

Date: 10/17/2016 (please print) Day: Mon Tue Wed Thur Fri Sat Sun (circle one) page ___ of ___

Rebar Job # 0387 Job Name: Lemonwood R-12
 Customer: Swinerton Builders Cust Ref# _____

(The Rebar Engineering Field Superintendent must be notified prior to proceeding with the extra work)

Superintendent's Name: JOSH MOORE

Reason for Extra Work: (circle all that apply)
 [Rework Steel Already Installed] [Rework Steel Not Installed] [Fabricate in Field]
 [Not Included in Contract] [Reg Time] [Reg Time + OT] [OT Premium Only]
 [Other - describe] _____ [In House Info Only]

Describe Extra Work: (be specific - describe the location of work, section on the plans, grid line, floor, rel#'s being reworked, etc.)
ENT SLAB DWLS LINE 1 RFI 00

List Extra Materials Used: (material used from other parts of the job - list the quantity, size & length of the bars)

List Extra Equipment: (circle one) [Crane] [Forklift] [Other] Size: _____ Hours + Travel Time: _____

(F=Foreman J=Journeyman A=Apprentice W=Welder)

OT or Premium Only

Employee Name	Classification	Hours:	OT or Premium Only		
			Reg Time	OT 1.5	OT 2.0
<u>FRANK WADSWORTH</u>	<u>F</u> J A W	<u>2.0</u>	.	.	.
	F J A W	.	.	.	.
	F J A W	.	.	.	.
	F J A W	.	.	.	.
	F J A W	.	.	.	.
	F J A W	.	.	.	.
	F J A W	.	.	.	.

(Extra Work Authorized and Approved by: (Customer Representative)) Date: 10/07/16
 Signature: Customer's Representative ADAM DURAND Please Print Name
 Title: Gen. Foreman

Signature: Rebar Engineering Foreman FRANK WADSWORTH Please Print Name

White Copy: Rebar Engineering Office - Submit Weekly Canary Copy: Customer Pink Copy: Rebar Engineering Foreman

CONSTRUCTION SERVICES AGREEMENT #15-198

This Construction Services Agreement (hereinafter referred to as the "Agreement") is entered into this 2nd day of March, 2016, by and between the Oxnard School District, a California school district organized and existing under the laws of the State of California (hereinafter referred to as the "District") and Swinerton Builders which is a contractor licensed by the State of California, with its principal place of business at 865 S. Figueroa St., Suite 3000, Los Angeles, CA 90017 (hereinafter referred to as "Contractor").

WHEREAS, the District operates Lemonwood K-8 School, located at 2200 Carnegie Court Oxnard, California 93033 (hereinafter referred to as the "School Facility"); and

WHEREAS, the District desires to construct and modernize facilities and improvements (as more fully described below) at those portions of the School Facility identified in the Site Lease, as defined in Section 1G below (the "Site"); and

WHEREAS, the District has determined that it is in its best interests to pursue the improvements to the School Facility through the lease-leaseback method of project delivery pursuant to California Education Code §17406 which permits the governing board of the District, without advertising for bids, to lease to Contractor property owned by the District if the instrument by which property is leased requires the lessee to construct, or provide for the construction, on the leased property, of a facility for the use of the District during the term of the lease, and provides that title to that facility shall vest in the District at the expiration of the lease; and

WHEREAS, the District desires to finance a portion of the improvements utilizing the lease/leaseback methodology; and

WHEREAS, the District has conducted an RFQ process by which it selected Contractor; and

WHEREAS, the District intends to undertake work to improve the School Facility, the scope of which is generally described in **Exhibit A** attached hereto and incorporated by reference herein; and

WHEREAS, in connection with the approval of this Agreement, the District will enter into a site lease with Contractor, under which it will lease to Contractor the Site in order for Contractor to construct the Project as described in the Scope of Work set forth generally in **Exhibit A** (hereinafter referred to as the "Scope of Work"); and

WHEREAS, assuming that the District and Contractor can agree on the terms, including the price, for the additional scope of work, the District and Contractor anticipate that the scope of the Project may be amended to include additional work; and

WHEREAS, Contractor will lease the Site back to the District pursuant to a sublease agreement, under which the District will be required to make payments to Contractor for the use and occupancy of the Site, including the Project (hereinafter the "Financing"); and

WHEREAS, Contractor represents that it is sufficiently experienced in the construction of the type of facility and type of work sought by the District and is willing to perform said work for lease and the Financing to the District, all as more fully set forth herein; and

WHEREAS, at the expiration of the Site Lease, title to the Site and the improvements thereon will vest with the District;

NOW, THEREFORE, in consideration of the covenants hereinafter contained, the District and Contractor agree as follows:

SECTION 1. DEFINITIONS

- A. **Construction.** The term "Construction" as used in this Agreement includes all labor and services necessary for the construction of the Project, and all materials, equipment, tools, supplies and incidentals incorporated or to be incorporated in such construction as fully described in the Scope of Work set forth in **Exhibit A** attached hereto. Unless otherwise expressly stipulated, Contractor shall perform all work and provide and pay for all materials, labor tools and equipment, including, but not limited to, light, water, and power, necessary for the proper execution and completion of the Project shown on the drawings and described in the specifications developed pursuant to this Agreement.
- B. **Construction Documents.** The term "Construction Documents" means the final drawings, profiles, cross sections, design development drawings, construction drawings, and supplemental drawings based on the plans and specifications developed for the Project pursuant to the Scope of Work set forth in **Exhibit A** attached hereto, including any reference specifications or reproductions prepared by the architect hired by the District (the "Architect") and specifications approved by the District, the Division of the State Architect ("DSA"), and the local agencies having jurisdiction or other regulatory agencies whose approval may be required, which show or describe the location, character, dimensions or details for the Project and specifications for construction thereof.
- C. **Contract Documents.** The term "Contract Documents" as used in this Agreement refers to those documents which form the entire agreement by and between the District and Contractor. The Contract Documents consist of this Agreement, including the exhibits and attachments hereto, the Site Lease, including the exhibits and attachments thereto, the Sublease, including the exhibits and attachments thereto, the Project Manual including the General Conditions thereto, as amended,

which is incorporated herein (the "General Conditions"), and the Construction Documents. The term "Contract Documents" shall include all modifications and addenda thereto.

- D. **Guaranteed Maximum Price.** The term "Guaranteed Maximum Price" or "GMP" as used in this Agreement means the Guaranteed Maximum Price established pursuant to Section 5 of this Agreement to be used to calculate the Tenant Improvement Payments and the Sublease Payments to be paid by the District to Contractor pursuant to the Sublease, subject only to any adjustments for Extra Work/Modifications as provided in Section 10 of this Agreement.
- E. **Project.** The term "Project" shall mean the improvements and facilities to be constructed and installed by Contractor at the School Facility which will result in complete and fully operational facilities as more fully set forth on **Exhibit A** attached hereto.
- F. **Project Manual.** The term "Project Manual" shall mean the compilation of the Specification sections including Division 0, Procurement and Contracting Requirements, Division 1 General Requirements, and technical specifications Division 2 through 33 prepared by the Architect and approved by the District, the DSA, or other regulatory agencies which show or describe the location, character, dimensions or details for the Project, which shall be delivered to Contractor upon execution of this Agreement.
- G. **Site.** The term "Site" as used in this Agreement shall mean those certain parcels of real property and improvements thereon (if any) more particularly described in **Exhibit A** to the Site Lease.
- H. **Site Lease.** The term "Site Lease" as used in this Agreement shall mean the certain Site Lease dated of even date herein between the District and Contractor, together with any duly authorized and executed amendment(s) thereto, pursuant to which the District leases the Site to Contractor.
- I. **Specifications.** The term "Specifications" shall mean those numbered specifications set forth in the Project Manual which shall accompany this Agreement and which are incorporated by reference herein. Individual Specifications may be referred to by their specification number as set forth in the Project Manual.
- J. **Subcontractor.** As used in this Agreement, the term "Subcontractor" means any person or entity, including trade contractors, who have a contract with Contractor to perform any of the Construction.
- K. **Sublease.** The term "Sublease" as used in this Agreement shall mean the certain Sublease dated of even date herein between the District and Contractor, together

with any duly authorized and executed amendment(s) thereto, pursuant to which the District subleases the Site from Contractor.

L. **Sublease Payments.** The term "Sublease Payments" as used in this Agreement shall mean the payments made by the District to Contractor pursuant to Section 6 of the Sublease.

M. **Tenant Improvement Payments.** The term "Tenant Improvement Payments" as used in this Agreement shall mean the payments made by the District to Contractor pursuant to Section 6 of the Sublease.

SECTION 2. CONTRACTOR'S DUTIES AND STATUS

Contractor covenants with the District to furnish reasonable skill and judgment in constructing the Project. Contractor agrees to furnish efficient business administration and superintendence and to furnish at all times an adequate supply of professionals, workers, and materials and to perform the work appropriately, expeditiously, economically, and consistent with the Contract Documents.

SECTION 3. ADDITIONAL SERVICES

If the District requests Contractor to perform additional services not described in this Agreement, Contractor shall provide a cost estimate and a written description of the additional work necessary to complete such additional services. The cost for such additional services shall be negotiated and agreed upon in writing in advance of Contractor performing or contracting for such additional services, and such cost shall be used to adjust the GMP established pursuant to Section 5 hereof. In the absence of a written agreement, the District will not compensate Contractor for additional services, will not adjust the GMP for such additional services, and Contractor will not be required to perform them. It is understood and agreed that if Contractor performs any services that it claims are additional services without receiving prior written approval from the District Board of Education, Contractor shall not be paid for such claimed additional services and the GMP will not be adjusted. Nothing in this Agreement shall be construed as limiting the valuation of such additional services and amount that the GMP will be adjusted for such additional services, should a written agreement for such services be executed by the parties. Notwithstanding the foregoing, Contractor shall not be entitled to compensation, nor will the GMP be adjusted, for additional services required as a result of Contractor's acts, errors or omissions.

SECTION 4. OWNERSHIP OF PLANS AND DOCUMENTS

All original field notes, written reports, drawings, specifications, Construction Documents, and other documents, produced or developed for the Project are the property of the District, regardless of whether the Project is constructed, and shall be furnished to the District. Such documents are not to be used by Contractor or by the Subcontractors on other work nor shall

Contractor nor the Subcontractors claim any right to such documents. This shall not deprive Contractor from retaining electronic data or other reproducible copies of the Construction Documents or the right to reuse information contained in them in the normal course of Contractor's professional activities.

SECTION 5. ESTABLISHMENT OF GUARANTEED MAXIMUM PRICE

The "GMP" for the Project shall be Twenty-Nine Million, Five Hundred Seventy-Five Thousand, Eight Hundred Ninety-Seven Dollars and Ninety-One Cents (\$29,575,897.91). The GMP consists of (1) Sublease Tenant Improvement Payments in the amount of Twenty -Five Million, Four Hundred Eight Thousand One Hundred Eight-Eight Dollars (\$25,408,188.91) and, (2) a Contractor Contingency in the amount of Seven Hundred Forty-Seven Thousand, Seven Hundred and Nine Dollars and No Cents (\$747,709.00), and, (3) Sublease Payments in the amount of \$90,000.00 per month not to exceed a total lease value of \$3,420,000.00 pursuant to terms and payment schedule as set forth in the Sublease.

The GMP is based upon the plans and specifications existing at the time this Agreement is entered into between Contractor and the District, and more fully described and referenced in the Scope of Work set forth in **Exhibit A** attached hereto. Contractor shall assume the risk of cost overruns which were not foreseeable at the time this Agreement is entered into and the GMP determined, except for undocumented events of the type set forth in Section 19 hereof, work mandated by an outside agency after issuance of Construction Documents that could not have been reasonably foreseen from review of the Contract Documents, or costs arising from undocumented geotechnical issues. Contractor acknowledges that (i) Contractor has conducted a site inspection and is familiar with the site conditions based on records, studies and visible conditions relating to construction and labor and (ii) Contractor has reviewed the Contract Documents and is familiar with the contents thereof. District directed changes to the scope of the Project not contemplated in the Scope of Work shall be deemed Extra Work/Modifications pursuant to the procedures set forth in Section 10 of this Agreement. The GMP shall include, but not be limited to, increases in labor and materials. The GMP has been used to calculate the Tenant Improvement Payments and the Sublease Payments to be paid by the District to Contractor pursuant to the Sublease. The GMP includes the cost of all labor, materials, equipment, general conditions, overhead, profit and a Contractor Contingency as indicated above.

The Contractor Contingency is for the purpose of covering the cost of very specific issues that may arise during construction and it may be used only upon the written agreement of the Contractor, the architect of record, and the District. The Contractor Contingency is to be used only to pay Contractor for the following enumerated reasons: (1) additional costs resulting from discrepancies in the bid buy-out process; (2) conflicts, discrepancies or errors in the Construction Documents; (3) work required by the Inspector of Record or any governmental agency involved in the permitting or approval/certification process that is not otherwise shown in the Construction Documents; and (4) any other items of cost agreed to in writing by the Contractor and District to be included in the Contractor Contingency. The Contractor

Contingency shall not be used for costs incurred as a result of Contractor's acts, errors or omissions.

Contractor shall be responsible for tracking expenditures of the Contractor Contingency and shall provide periodic written updates to the District as directed. Contractor shall be entitled to retain unused Contractor Contingency up to a maximum of \$150,000; unused Contractor Contingency over \$150,000 and unused Allowances at Project completion shall reduce the GMP and will result in an adjustment of the Tenant Improvement Payments and possibly the Sublease Payments.

The District shall at all times have the right to reduce the scope of the Project. If the District reduces the scope of the Project, the GMP shall be reduced commensurate with the reduced Scope of Work pursuant to the provisions of Section 10, below, and will result in an adjustment of the Tenant Improvement Payments and, if applicable, the Sublease Payments.

SECTION 6. NOTICE TO PROCEED WITH CONSTRUCTION

Upon receipt of an approved GMP, the District shall issue a notice to Contractor to proceed with the Construction of the Project. In the event that a Notice to Proceed with Construction is not issued for the Project, the Site Lease and the Sublease shall terminate upon written notice from the District to Contractor that a Notice of Proceed will not be issued.

SECTION 7. SAVINGS

If Contractor realizes a savings on one aspect of the Project, such savings shall be tracked and Contractor shall provide periodic written updates of such savings. Such savings shall be added to the Contractor Contingency and the use of such savings shall be as set forth in Section 5. However, if such savings are not so utilized, the amount of such savings shall reduce the GMP and will result in an adjustment of the Tenant Improvement Payments and, if applicable, the Sublease Payments.

SECTION 8. SELECTION OF SUBCONTRACTORS

In the interest of minimizing the expenditure of funds for the construction of the Project, Contractor agrees to select Subcontractors who are appropriately licensed by the State of California for each trade component of the Project in a manner that fosters competition. Contractor agrees that it will either solicit bids from potential subcontractors pursuant to the competitive bid procedures set forth in the California Public Contract Code, including specifically Public Contract Code section 20110, et seq., or that it will utilize an informal bidding process established by Contractor which also incorporates competitive bid procedures. Regardless of the method Contractor employs, Contractor will make a good faith effort to contact and utilize DVBE contractors and suppliers in securing bids for performance of the Project in accordance with the procedures set forth in Section 1.77 of the General Conditions. In the event that Contractor chooses to select Subcontractors pursuant to an informal bidding

process, Contractor shall ensure that it receives at least three competitive quotes from potential subcontractors for each trade component of the Project, unless the parties agree otherwise on a trade-by-trade basis. The District reserves the right to oversee the bidding process. Contractor shall inform all bidders that the District will not be a party to any contracts for construction services executed by Contractor and selected bidders. Contractor shall submit a listing of proposed subcontractors to the District for the District's review. In no case will Contractor award any sub-contracts until the District has concurred in the scope and price of the sub-contracted services. In addition, Contractor shall provide the District with full documentation regarding the bids or competitive quotes received by Contractor. In no event shall such documentation be redacted or obliterated. In the event Contractor does not comply with this provision, the District may terminate this Agreement in accordance with the provisions of the General Conditions. Subcontractors awarded contracts by Contractor shall be afforded all the rights and protections of listed subcontractors under the provisions of the Subletting and Subcontracting Fair Practices Act (Public Contract Code Section 4100, et seq.).

SECTION 9. CONSTRUCTION SCOPE OF WORK

- A. Prior to commencing Construction, Contractor shall comply with the initial schedule requirements set forth in the General Conditions.
- B. Contractor shall complete the Construction pursuant to the Construction Documents as amended subject to any additional DSA or other regulatory approvals as may be required, performing all work set forth in the Scope of Work, and shall make reasonable efforts in scheduling to prevent disruption to classes.
- C. Contractor shall be responsible for complying with all applicable building codes, including without limitation mechanical codes, electrical codes, plumbing codes and fire codes, each of the latest edition, required by the regulatory agencies and for arranging and overseeing all necessary inspections and tests including inspections by the DSA or regulatory agencies, permits and occupancy permits, and ensuring compliance with any Federal and State laws, including, but not limited to, safety procedures and requirements, and construction employee training programs which cover among other items, hazardous chemicals and materials.
- D. Contractor shall establish procedures for the protection of all existing structures, equipment, utilities, and other existing improvements, both on-site and off-site. Contractor assumes all risk of loss of vandalism, theft of property or other property damage ("Vandalism") which occurs at a site at which Contractor is undertaking construction of the Project. Contractor assumes all risk of loss which occurs at a site at which Contractor is undertaking construction of the Project from causes due to negligence or misconduct by Contractor, its officers, employees, subcontractors, licensees and invitees. Contractor shall replace District property damaged by such Vandalism or theft or compensate the District for such loss, including payment of out

of pocket expenses such as insurance deductibles the District might incur under such circumstances.

- E. Contractor shall develop a mutually agreed upon program with the District to abate and minimize noise, dust, and disruption to normal activities at the existing facilities at the School Facility, including procedures to control on-site noise, dust, and pollution during construction.
- F. The District shall cause the appropriate professionals to stamp and sign, as required, the original Construction Documents or parts thereof and coordinate the Project's design with all utilities.
- G. Contractor shall, for the benefit of the Subcontractors, attend pre-construction orientation conferences in conjunction with the Architect to set forth the various reporting procedures and site rules prior to the commencement of actual construction. Contractor shall also attend construction and progress meetings with District representatives and other interested parties, as requested by the District, to discuss such matters as procedures, progress problems and scheduling. Contractor shall prepare and promptly distribute official minutes of such meetings to all parties in attendance, including without limitation the District, the Architect and the District Inspector of Record.
- H. Contractor shall incorporate approved changes as they occur, and develop cash flow reports and forecasts for submittal to the District as requested. Contractor shall provide regular monitoring of the approved estimates for Construction costs, showing actual costs for activities in progress, and estimates for uncompleted tasks. Contractor shall maintain cost accounting records on authorized additional services or work performed under unit costs, additional work performed on the basis of actual costs of labor and materials, and for other work requiring accounting records.
- I. Contractor shall record the progress of the Project and shall submit monthly written progress reports to the District and the Architect including information on the entire Project, showing percentages of completion and the number and amounts of proposed Extra Work/Modifications and their effect on the construction costs as of the date of each respective report.
- J. Contractor shall keep a log containing a record of weather, Subcontractors, work on the site, number of workers, work accomplished, problems encountered, and other similar relevant data as the District may require. Contractor shall make the log available to the District, the Architect, and the District's project manager. The District shall be promptly advised on all anticipated delays in the Project.

- K. The District shall bear the cost for the DSA Inspector, soils testing, DSA or other regulatory agency fees, and special testing required in the construction of the Project. If additional review or permits become necessary for reasons not due to Contractor's fault or because of DSA or regulatory agency requirements or regulations implemented after the date the Final GMP is established and not reasonably anticipated at the time the Final GMP is established, Contractor may seek additional compensation for the cost of that review as an additional cost. In the alternative, the District may pay such costs directly.

SECTION 10. EXTRA WORK/MODIFICATIONS

- A. The District may prescribe or approve additional work or a modification of requirements or of methods of performing the Construction which differ from the work or requirements set forth in the Construction Documents ("Extra Work/Modifications"); and for such purposes the District may at any time during the life of this Agreement, by written order, make such changes as it shall find necessary in the design, line, grade, form, location, dimensions, plan, or material of any part of the work or equipment specified in this Agreement or in the Construction Documents, or in the quantity or character of the work or equipment to be furnished. In the event conditions develop which, in the opinion of Contractor, makes strict compliance with the specifications impractical, Contractor shall notify the District of the need for Extra Work/Modifications by placing the matter on the agenda of regularly scheduled construction meetings with the District for discussion as soon as practicable after the need for the Extra Work/Modifications is determined. Additionally, Contractor shall submit to the District for its consideration and approval or disapproval, a written request for Extra Work/Modifications before such work is performed. If the District approves the request in writing, the costs of the Extra Work/Modification shall be added to or deducted from the GMP or the Scope of Work shall be modified to complete the Project within the GMP, as applicable. Any adjustments to the GMP will result in an adjustment of the Tenant Improvement Payments and, if applicable, the Sublease Payments.

Contractor has proposed a GMP that is based on the Construction

Documents. Contractor, prior to proposing the GMP, was retained by the Owner to perform a comprehensive constructability review, value engineering and project cost estimating. In performing the constructability review, while Contractor's review was done in its role as Contractor, and not design professional, if Contractor discovered any errors, omissions, ambiguities, inconsistencies and other construction issues, Contractor brought such matters to the attention of Owner. Contractor recognizes that it shall not be entitled to an addition to the GMP for additional work related to issues of constructability, or for incidental work that could reasonably be inferred from the Construction Documents, or for any errors or omissions it discovered, or should have discovered, that it did not bring to the attention of the Owner.

- B. Extra Work/Modifications include work related to unforeseen underground conditions if, and only if, such conditions are not visible or identified on plans, reports or other documents available to Contractor. Extra Work/Modifications do not include underground conditions that are identified on plans, reports or other documents available to Contractor but are in a location different than is set forth on such plans, reports or other documents available to Contractor. It should be noted, however, that the District has advised and provided Contractor with information regarding the shallow water table and recent projects experience with encountering water when digging. Contractor has included in its calculation of the GMP an amount to mitigate for encountering water when completing the scope of work contemplated herein.
- C. Should Contractor claim that any instruction, request, drawing, specification, action, condition, omission, default or other situation (i) obligates the District to increase the GMP; or (ii) obligates the District to grant an extension of time for the completion of this Agreement; or (iii) constitutes a waiver of any provision in this Agreement, CONTRACTOR SHALL NOTIFY THE DISTRICT, IN WRITING, OF SUCH CLAIM AS SOON AS POSSIBLE, BUT IN NO EVENT WITHIN MORE THAN TEN (10) DAYS FROM THE DATE CONTRACTOR HAS ACTUAL OR CONSTRUCTIVE NOTICE OF THE CLAIM. CONTRACTOR SHALL ALSO PROVIDE THE DISTRICT WITH SUFFICIENT WRITTEN DOCUMENTATION SUPPORTING THE FACTUAL BASIS OF THE CLAIM including items used in valuing said claim. Contractor shall be required to certify under penalty of perjury the validity and accuracy of any claims submitted. Contractor's failure to notify the District within such ten (10) day period shall be deemed a waiver and relinquishment of the claim against the District.
- D. Expenses of reconstruction and/or costs to replace and/or repair damaged materials and supplies, provided that Contractor is not fully compensated for such expenses and/or costs by insurance or otherwise, shall be included in an increase to the GMP if said expenses are the result of the negligent acts or omissions of the District, or its principals, agents, servants, or employees.

SECTION 11. NOT USED

SECTION 12. PERSONNEL ASSIGNMENT

- A. Contractor shall assign Steven Augustine as Project Manager/Superintendent for the Project. So long as Steven Augustine remains in the employ of Contractor, such person shall not be changed or substituted from the Project, or cease to be fully committed to the Project except as provided in this Section. In the event Contractor deems it necessary, Contractor shall replace the manager and/or the superintendent for the Project with a replacement with like qualifications and experience, subject to

the prior written consent of the District, which consent shall not be unreasonably withheld. Any violation of the terms of paragraph A of this Section 12 shall entitle the District to terminate this Agreement for breach, pursuant to the provisions of the General Conditions.

- B. Notwithstanding the foregoing provisions of paragraph A of Section 12, above, if any manager and/or superintendent proves not to be satisfactory to the District, upon written notice from the District to Contractor, such person(s) shall be promptly replaced by a person who is acceptable to the District in accordance with the following procedures: Within five (5) business days after receipt of a notice from the District requesting replacement of any manager and/or superintendent or discovery by Contractor that any manager and/or superintendent is leaving their employ, as the case may be, Contractor shall provide the District with the name of an acceptable replacement/substitution together with such information as the District may reasonably request about such replacement/substitution. The replacement/substitution shall commence work on the Project no later than five (5) business days following the District's approval of such replacement, which approval shall not be unreasonably withheld. If the District and Contractor cannot agree as to the replacement/substitution, the District shall be entitled to terminate this Agreement for breach pursuant to the provisions of the General Conditions.

SECTION 13. BONDING REQUIREMENTS

Contractor shall fully comply with the requirements set forth in Section 6.9 of the General Conditions.

SECTION 14. PAYMENTS TO CONTRACTOR

- A. Contractor shall finance the cost of construction of the Project which costs shall not exceed the GMP, which shall not be adjusted except as otherwise provided in this Agreement. The District shall pay Contractor Tenant Improvement Payments and Sublease Payments pursuant to the terms and conditions of Section 6 of the Sublease. In the event of a dispute between the District and Contractor, the District may withhold from the Tenant Improvement Payments and the Sublease Payments an amount not to exceed one hundred fifty percent (150%) of the disputed amount.
- B. This Agreement is subject to the provisions of California Public Contract Code Sections 7107, 7201 and 20104.50 as they may from time to time be amended.
- C. For purposes of this Agreement, the acceptance by the District means acceptance made only by an action of the governing body of the District in session. Acceptance by Contractor of the final Tenant Improvement Payment or the Sublease Payment, as the case may be, shall constitute a waiver of all claims against the District related to those amounts.

SECTION 15. CONTRACTOR'S CONTINUING RESPONSIBILITY

Neither the final payment nor any provision in the Contract Documents shall relieve Contractor of responsibility for faulty materials or workmanship incorporated in the Project or for any failure to comply with the requirements of the Contract Documents.

SECTION 16. INSURANCE

Contractor shall provide, during the life of this Agreement, the types and amounts of insurance set forth in Article 6 of the General Conditions, which are incorporated by reference herein.

SECTION 17. USE OF PREMISES

Contractor shall confine operations at the Site to areas permitted by law, ordinances, permits and the Construction Documents and shall not unreasonably encumber the Site or existing School Facilities at the Site with any materials or equipment. Contractor shall not load or permit any part of the work to be loaded with a weight so as to endanger the safety of persons or property at the Site.

SECTION 18. SITE REPRESENTATIONS

The District warrants and represents that the District has, and will continue to retain at all times during the course of construction, legal title to the Site and that said land is properly subdivided and zoned so as to permit the construction and use of said Site with respect to the Project. The District further warrants and represents that title to said land is free of any easements, conditions, limitation, special permits, variances, agreements or restrictions which would prevent, limit or otherwise restrict the construction or use of said Site pursuant to this Agreement. Reference is made to the fact that the District has provided information on the Site to Contractor. Such information shall not relieve Contractor of its responsibility; and the interpretation of such data regarding the Site, as disclosed by any borings or other preliminary investigations, is not warranted or guaranteed, either expressly or implicitly, by the District. Contractor shall be responsible for having ascertained pertinent local conditions such as location, accessibility and general character of the Site and for having satisfied itself as to the conditions under which the work is to be performed. No claim for any allowances because of Contractor's error or negligence in acquainting itself with the conditions at the Site will be recognized.

SECTION 19. HAZARDOUS WASTE AND UNKNOWN PHYSICAL CONDITIONS

Contractor shall comply with the District's Hazardous Materials Procedures and Requirements as set forth herein.

- A. If the District has identified the presence of hazardous materials on or in proximity to the Site (the "Pre-existing Hazardous Materials"), Contractor shall review all information provided by the District that characterizes the Pre-existing Hazardous Materials and shall take the actions approved by DTSC and issued by the District necessary to address the Pre-existing Hazardous Materials in the performance of the work. Contractor shall conduct the work based on this information issued at the time contract documents are executed. Contractor shall immediately communicate, in writing, any variances from available information to the District.
- B. The District will retain an additional independent environmental consultant to perform the investigation, inspection, testing, assessment, sampling and analysis necessary to prepare and recommend a remediation plan for the Pre-existing Hazardous Materials for the District's approval (the "Remediation Plan").
- C. The District will retain title to all Pre-existing Hazardous Materials encountered during the work. This does not include hazardous material generated by Contractor, including but not limited to used motor oils, lubricants, cleaners, etc. Contractor shall dispose of such hazardous waste in accordance with the provisions of the Contract Documents, as well as local, State and Federal laws and regulations. The District will be shown as the hazardous waste generator and will sign all hazardous waste shipment manifests for non-Contractor generated hazardous waste. Nothing contained within these Contract Documents shall be construed or interpreted as requiring Contractor to assume the status of owner or generator of hazardous waste substances for non-Contractor generated hazardous wastes.
- D. Except as otherwise provided herein, it is the responsibility of Contractor to obtain governmental approvals relating to Hazardous Materials Management, including Federal and State surface water and groundwater discharge permits and permits for recycling and reuse of hazardous materials for all work noted in the contract documents. Contractor shall be responsible for coordinating compliance with such governmental approvals and applicable governmental rules with the District's hazardous materials consultant, including those governing the preparation of waste profiles, waste manifests, and bills of lading. If Contractor encounters hazardous materials, it shall immediately notify the District in writing. The District, Consultant and Contractor shall jointly establish the plan for disposition and actions to be taken with respect to the hazardous materials, subject to final written approval by the District.
- E. If, during construction, Contractor encounters materials, conditions, waste, contaminated groundwater or substances, not identified in the District's assessment report, that Contractor reasonably suspects are hazardous materials, Contractor shall stop the affected portion of the work, secure the area, promptly notify the District, and take reasonable measures to mitigate the impact of such work stoppage. The District

shall retain the services of an environmental consultant to perform investigation, inspection, testing, assessment, sampling and analysis of the suspect materials, conditions, waste, groundwater or substances.

- (1) Found Not to be Hazardous Materials. If the environmental consultant determines that the materials, conditions, waste, contaminated groundwater or substances do not constitute hazardous materials, Contractor shall recommence the suspended work.
- (2) Found to be Hazardous Materials. If the environmental consultant determines that the materials, conditions, waste, contaminated groundwater or substances constitute hazardous materials and such hazardous materials require remediation and disposal, then the District, Consultant and Contractor shall jointly establish the plan for disposition and actions to be taken with respect to the hazardous materials, subject to final written approval by the District. All such costs shall be the responsibility of the District.

F. Exacerbation of Pre-Existing Hazardous Materials.

If during construction Contractor encounters pre-existing environmental conditions that it knew or should have known involve hazardous materials (the "Point of Discovery") (which encounters may include an unavoidable release or releases of hazardous materials) then Contractor must immediately stop the affected portion of the work. If Contractor fails to immediately stop the affected portion of the work after the Point of Discovery, then Contractor is solely responsible for any resultant Exacerbation Cost. "Exacerbate," in all its forms, means the worsening effects of Contractor's failure to stop the affected portion of work after the Point of Discovery. "Exacerbation Cost" means the differential between (i) the actual increase in the cost of remediation and delays to the Project attributable to pre-existing environmental conditions involving hazardous substances, and (ii) the cost thereof or delays thereto had Contractor immediately stopped the affected portion of the work after the Point of Discovery. The standard of "should have known" applies to Contractor's supervisory personnel, whether or not on the Site. Contractor's supervisory personnel must have had the hazardous material training required by applicable OSHA and CalOSHA rules or regulations.

SECTION 20. INDEPENDENT CONTRACTOR

- A. Contractor is retained as an independent contractor and is not employed by the District. No employee or agent of Contractor shall become, or be considered to be, an employee of the District for any purpose. It is agreed that the District is interested only in the results obtained from service under this Agreement and that Contractor shall perform as an independent contractor with sole control of the manner and

means of performing the services required under this Agreement. Contractor shall complete this Agreement according to its own methods of work which shall be in the exclusive charge and control of Contractor and which shall not be subject to control or supervision by the District except as to results of the work. It is expressly understood and agreed that Contractor and its employees shall in no event be entitled to any benefits to which the District employees are entitled, including, but not limited to, overtime, retirement benefits, insurance, vacation, worker's compensation benefits, sick or injury leave or other benefits.

- B. Contractor shall be responsible for all salaries, payments, and benefits for all of its officers, agents, and employees in performing services pursuant to this Agreement.

SECTION 21. ACCOUNTING RECORDS

Contractor, and all Subcontractors, shall check all materials, equipment and labor entering into the work and shall keep or cause to be kept such full and detailed accounts as may be necessary for proper financial management under this Agreement, including true and complete books, records and accounts of all financial transactions in the course of their activities and operations related to the Project. These documents include sales slips, invoices, payrolls, personnel records, requests for Subcontractor payment, and other data relating to all matters covered by the Contract Documents (the "Data"). The Data shall be maintained for ten (10) years from the latest expiration of the term (as such may be extended) of any of the Contract Documents. Contractor shall use its best efforts to cause its Subcontractors to keep or cause to be kept true and complete books, records and accounts of all financial transactions in the course of its activities and operations related to the Project. Upon completion of the Project, Contractor shall provide the District with one (1) complete copy of the Data.

The District, at its own costs, shall have the right to review and audit, upon reasonable notice, the books and records of Contractor and any Subcontractors concerning any monies associated with the Project.

SECTION 22. PERSONAL LIABILITY

Neither the trustees, officers, employees, or agents of District, the District's representative, or Architect shall be personally responsible for any liability arising under the Contract Documents.

SECTION 23. AGREEMENT MODIFICATIONS

No waiver, alteration or modification of any of the provisions of this Agreement shall be binding upon either the District or Contractor unless the same shall be in writing and signed by both the District and Contractor.

SECTION 24. NOTICES

Any notices or filings required to be given or made under this Agreement shall be served, given or made in writing upon the District or Contractor, as the case may be, by personal delivery or registered mail (with a copy sent via fax or regular mail) to the respective addresses given below or at such other address as such party may provide in accordance with the provisions herein. Any change in the addresses noted herein shall not be binding upon the other party unless preceded by no less than thirty (30) days prior written notice.

If to Contractor:

Swinerton Builders
865 S. Figueroa Street
Suite 3000
Los Angeles, CA 90017

Attn: Bonnie Martin

If to the District:

Oxnard School District
1051 South A Street
Oxnard, California 93030

Attn: Dr. Cesar Morales, Superintendent

With a copy to Nitasha Sawhney,
Garcia, Hernandez, Sawhney & Bermudez LLP
1330 Broadway, Suite 1701
Oakland, CA 94612

And with an additional copy to Yuri Calderon,
Caldwell Flores Winters, Inc.
6425 Christie Ave., Suite 270
Emeryville, CA 94608

Notices under this Agreement shall be deemed to have been given, and shall be effective upon actual receipt by the other parties, or, if mailed, upon the earlier of the fifth (5th) day after mailing or actual receipt by the other party.

SECTION 25. ASSIGNMENT

Neither party to this Agreement shall assign this Agreement or sublet it as a whole without the written consent of the other, nor shall Contractor assign any monies due or to become due to it hereunder without the prior written consent of the District.

SECTION 26. PROVISIONS REQUIRED BY LAW

Each and every provision of law and clause required to be inserted in these Contract Documents shall be deemed to be inserted herein and the Contract Documents shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted or is not inserted correctly, then upon application of either party the Contract Documents shall forthwith be physically amended to make such insertion or correction.

SECTION 27. HEADINGS

The headings in this Agreement are inserted only as a matter of convenience and reference and are not meant to define, limit or describe the scope or intent of the Contract Documents or in any way to affect the terms and provisions set forth herein.

SECTION 28. APPLICABLE LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of California. The parties irrevocably agree that any action, suit or proceeding by or among the District and Contractor shall be brought in whichever of the Superior Courts of the State of California, Ventura County, or the Federal Court for the Central District of California in Los Angeles, California, has subject matter jurisdiction over the dispute and waive any objection that they may now or hereafter have regarding the choice of forum whether on personal jurisdiction, venue, forum non conveniens or on any other ground.

SECTION 29. SUCCESSION OF RIGHTS AND OBLIGATIONS

All rights and obligations under this Agreement shall inure to and be binding upon the successors and assigns of the parties hereto.

SECTION 30. NOTIFICATION OF THIRD PARTY CLAIMS

The District shall provide Contractor with timely notification of the receipt by the District of any third party claim relating to this Agreement, and the District may charge back to Contractor the cost of any such notification.

SECTION 31. SEVERABILITY

If any one or more of the terms, covenants or conditions of this Agreement shall to any extent be declared invalid, unenforceable, void or voidable for any reason whatsoever by a court of competent jurisdiction, the finding or order or decree of which becomes final, none of the remaining terms, provisions, covenants and conditions of the Contract Documents shall be affected thereby, and each provision of the Contract Documents shall be valid and enforceable to the fullest extent permitted by law.

SECTION 32. ENTIRE AGREEMENT

This Construction Services Agreement and the additional Contract Documents as defined in paragraph C of Section 1 herein, including the Site Lease, the Sublease, and the Specifications, drawings, and plans constitute the entire agreement between Contractor and the District. The Contract Documents shall not be amended, altered, changed, modified or terminated without the written consent of both parties hereto, except as otherwise provided in Section 10 hereof.


SECTION 33. EXECUTION IN COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument.

IN WITNESS WHEREOF the parties hereto, intending to be legally bound thereby, have executed this Agreement effective as of the date first above written.

CONTRACTOR

Swinerton Builders

By:  LIA TATEVOSIAN
Title: OPERATIONS MGR
Date: 4/6/16

THE DISTRICT

Oxnard School District,
a California school district

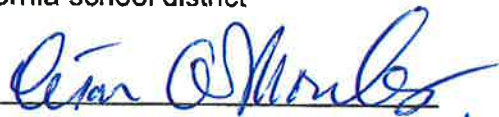
By: 
Title: District Superintendent
Date: April 26, 2016

EXHIBIT A

Scope of Work

The scope of Work for the Lemonwood Reconstruction Project consists of the construction of a new school, including a Kindergarten, Classroom, Administration and Multipurpose Building, as more specifically described in the DSA Approved plans, specifications and Construction Change Directives ("CCDs"). The following construction documents are referenced herein and incorporated into this contract for all purpose to more fully describe the scope of work contemplated and agreed to by the parties:

1. DSA Approved drawings for DSA Application # 03-116026.
2. DSA Approved Project Manual for DSA Application # 03-116026.
3. Addendum 01 dated 11/16/2015 for DSA Application # 03-116026 as issued to Swinerton Builders on 11/16/2015 by SVA Architects.
4. Addendum 02 dated 11/18/2015 for DSA Application # 03-116026 as issued to Swinerton Builders on 11/18/2015 by SVA Architects.
5. Addendum 03 dated 11/30/2015 for DSA Application # 03-116026 as issued to Swinerton Builders on 11/30/2015 SVA Architects.
6. Project Schedule prepared by Contractor and approved by Owner (Attached hereto).
7. Agreed Upon List of Qualifications (Attached hereto).
8. Pre-bid and Post-Bid Value Management Logs (Attached hereto).
9. Lemonwood GMP Qualification Matrix (Attached hereto).

BOARD AGENDA ITEM

Name of Contributor: Dr. Cesar Morales/David Fateh Date of Meeting: August 2, 2017

- 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 and Adoption of the June 2017 Semi-Annual Implementation Program Update as an Adjustment to the Master Construct and Implementation Program (Morales/Fateh/CFW)

At the June 21, 2017 regularly scheduled board meeting, the Board received the June 2017 Semi-Annual Implementation Program Updates as an adjustment to the Master Construct and Implementation Program (Program) and received a detailed presentation by CFW at that meeting.

This update report is the first semi-annual update since establishment of the now-integrated Program adopted by the Board in January 2017, as well as the ninth report in a series of updates linked to the original 2013 Implementation Program, and reflects conditions of the District’s Program between the January adoption and the time of this document’s publishing in June 2017. Updates are provided on the educational and facilities implementation components, as well as the funding and sequencing requirements to implement the Program. Recommendations are provided for consideration and further action by the Board over the next six-month period.

The District’s K-8 schools have completed their third year of Academy program implementation and the Academic Strand Focus (K-5) and Academy (6-8) programs have completed their fourth year of program implementation and continue to be the driver of facilities improvements and educational technology integration. Multiple training sessions have been held with site principals over the past six months and have focused primarily on evaluation tools and continued implementation. Over the next six months, each school within the District will continue to build their academic program through the addition of student projects and other activities related to the academic focus of their schools.

Based on a review of the District's Transitional Kindergarten (TK)/Kindergarten and Special Education Programs, proposed adjustments to the District's adopted Educational Specifications include the addition of one kindergarten classroom for future new school projects, for a total of five designated kindergarten classrooms per specifications. Additional recommended adjustments include providing for future school sites to have a "Flex Classroom" that is designed to accommodate the program requirements of a Special Day Class (SDC) Severe classroom where and if needed, yet appropriately sized and sited to meet student housing required by other programs, where possible.

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 are either completed, under construction, or approved by the Division of the State Architect (DSA). Completed efforts include the acquisition of the Seabridge K-5 elementary school site, Kindergarten and science lab upgrades to 22 classrooms across eight school sites, and the opening of the new Harrington K-5 campus. Projects under construction include continued reconstruction efforts for the new Lemonwood K-8 school and the construction of the new Elm K-5 campus. Finally, DSA approval and contractor selection and guaranteed maximum price negotiation has commenced for the grade 6-8 addition to Marshall.

In January 2017, the District launched Measure "D" projects with the planned reconstruction of McKinna and Rose Avenue K-5 elementary schools, the construction of a new Seabridge K-5 school, and a new Doris/Patterson site for K-5 and 6-8 schools. The new elementary and middle school site at Doris Avenue and Patterson Road has also undergone continued active negotiation and planning, with the development of the Environmental Impact Report, and preliminary discussions underway regarding the annexation of the site into the City.

In addition, based on proposed changes to the District's educational specifications, additional classroom facilities are proposed to better accommodate existing TK/Kindergarten enrollment immediately and future Special Education Programs. Four K-5 school sites – McAuliffe, Ritchen, Brekke, and Ramona – were previously determined to benefit from additional program support space as part of the Program. These schools, all built between 1989 and 1999, were assessed to benefit from the receipt of additional capacity to accommodate TK/Kindergarten and Special Education classrooms, consistent with the proposed revised specifications. Two modular classrooms are proposed to be constructed by the 2018 – 2019 school year at each of these four sites, ahead of the previously identified additional support space, to better accommodate existing TK immediately and future special education enrollment. Conceptual siting for the modular buildings is discussed further in this report and proposed adjustments to the Program budget are recommended to accommodate these improvements.

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 is projected to increase to approximately \$447.3 million, primarily from anticipated increases to the newly funded State Aid program under Proposition 51 and interest earnings. Anticipated State Aid has also been adjusted to reflect the increased 2017 base State aid grant amounts adopted by the State Allocation Board in January 2017. Additional State Aid revenues are also anticipated through the use of higher value pupil grants for Special Day Classrooms and proposed participation in the State’s Joint Use Program, where applicable. Proposed uses are consistent with previously approved projects within the Program and have been adjusted to provide additional classroom facilities to accommodate the TK/Kindergarten and Special Education Programs. Other adjustments include proposed budget adjustments approved by the Board in the last six months to current construction projects due to specific project construction needs and required professional services. Proposed new projects are also presented with specific budgets and individual timelines and schedules to reflect the latest estimated costs and anticipated periods for completion.

RECOMMENDATION

It is the recommendation of the Superintendent and the Director of Facilities, in consultation with Caldwell Flores Winters, that the Board accept and adopt the June 2017 Semi-Annual Implementation Program Update as an adjustment to the Master Construct and Implementation Program, as presented on June 21, 2017.

ADDITIONAL MATERIAL

Attached: June 2017 Semi-Annual Implementation Program Update Report (71 pages)



June 2017



OXNARD
SCHOOL
DISTRICT

MASTER CONSTRUCT AND IMPLEMENTATION PROGRAM

Semi-Annual Report to the Board of Trustees



CFW
*Planning and Financing Better
Schools for California Students*



Prepared by:

Caldwell Flores Winters

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For:

Oxnard School District

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Oxnard, CA 93030

Board of Trustees

Ernest Morrison, President
Debra M. Cordes, Clerk
Denis O’Leary, Trustee
Veronica Robles-Solis, Trustee
Monica Madrigal Lopez, Trustee

District Administrators

Dr. Cesar Morales, Superintendent
Lisa Cline, Deputy 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 first semi-annual update since establishment of the now-integrated Program adopted by the Board in January 2017, as well as the ninth report in a series of updates linked to the original 2013 Implementation Program, and reflects conditions of the District’s Program between the January adoption and the time of this document’s publishing in June 2017. Updates are provided on the educational and facilities implementation components, as well as the funding and sequencing requirements to implement the Program. Recommendations are provided for consideration and further action by the Board over the next six-month period.

The Program continues to provide a consolidated master budget and schedule which merges and integrates the Measure “R” and Measure “D” bond programs and proposed projects and relies on other local funding, including developer fees, Mello Roos funds, and capital program balances. The Program also seeks to maximize State aid reimbursements for modernization and construction of school facilities as State funds become available. Program projects, sequencing, and timelines continue to be reviewed and adjusted by the Board on a six-month interval, as has occurred since the Program’s inception in January 2013. Since that time, the District has been able to:

- Reduce overcrowding at elementary schools by adopting a K-5 educational strand and facilities program at eleven school sites
- Convert the prior three junior high schools to 6-8 middle schools that support an academy based instructional program, including the completion of 21st century classroom and lab facilities
- Expand the K-8 instructional program to six K-8 school sites to increase parent choice, including the completion of 21st century science labs at three school sites
- Implement an extended day kindergarten program with improved facilities
- Deploy over 18,000 1:1 mobile devices to students and teachers
- Open the new Harrington campus, commence construction of the new Lemonwood and Elm schools, and move forward towards the anticipated completion of a Guaranteed Maximum Price (GMP) contract for the Marshall grade 6-8 expansion project and construction bid process for the Harrington Early Childhood Development Center

- Purchase the first of two planned elementary school sites to accommodate existing and future District enrollment
- Engage in ongoing efforts towards the acquisition and environmental review of a 25-acre site to accommodate existing and future enrollment with a second new elementary school and additional middle school, complete schematic design plans and Lease Lease-Back selection process for the McKinna reconstruction project and complete architectural selection process for the Rose Avenue Reconstruction and new Seabridge K-5 projects

The following components provide an executive summary to the Board on the status of Program efforts that have progressed since the previously adopted six-month review and provide recommended adjustments for the next six-month period.

1.1 EDUCATIONAL PROGRAM

The K-8 schools are in their third year of Academy program implementation and the Academic Strand Focus (K-5) and Academy (6-8) programs are now in their fourth academic year of development, and all continue to be the driver of facilities improvements and educational technology integration. All programs continue to be integrated into the school's overall educational vision and are in the process of integrating additional enrichment activities related to the academic themes.

Over the past six months, continued training sessions have been held with site principals, focused primarily on evaluation tools, as well as the continued implementation of the Academic Strand Focus and Academy programs across the district. Over the next six months, each school within the District will continue to build their academic program through the addition of student projects and other activities related to the academic focus of their schools. Additionally, the District will focus on continued development across the curriculum including teacher training.

As the District has proceeded with the implementation of its facilities program, educational specifications continue to be further detailed and amended to accommodate the District's requirements. As part of the June 2017 update, the District's Educational Specifications have been reviewed to specific program needs and ongoing demands for student housing. At this time, prior adopted educational specifications for kindergarten and special education classroom needs for grades K-5 are proposed to be updated.

Based on a review of the District's Transitional Kindergarten (TK) and Kindergarten Programs, proposed adjustments to the educational specifications include the addition of one kindergarten classroom for future new school projects, for a total of five designated kindergarten classrooms per specifications. This recognizes the increased demand to house TK students as the TK program continues to be institutionalized by the State in its operational and facility funding program. At this time, approximately 15 percent of the total Kindergarten enrollment is comprised of TK students which is sufficient to justify an additional kindergarten class at each new or reconstructed site.

The District's Special Education program has also been reviewed with respect to its demand for additional classroom spaces. Pursuant to State definitions, students enrolled in a Special Education program are

typically housed in a Special Day Class (SDC) labeled as *Severe* for those students whose needs require facilities designed specifically for the severely handicapped and *Non-Severe* for other students whose needs are accommodated in classroom space of general education classrooms. Adopted Educational Specifications call for a minimum of one SDC Non-Severe classroom to be provided at each school site. Recommended adjustments include providing for future school sites to have a “Flex Classroom” that is designed to accommodate the program requirements of a SDC Severe classroom where and if needed, yet appropriately sized and sited to meet student housing required by other programs, where possible such as SDC Non-Severe or additional Kindergarten or TK enrollment that may be similarly sized or equipped. Accordingly, an adjustment to Educational Specifications is recommended to provide one “Flex Classroom” of 1,120 square feet for future reconstructed K-5 schools, with access to shared storage and restrooms equivalent to those described for the Kindergarten/TK standard.

1.2 FACILITIES PROGRAM

The Master Construct and Implementation Program integrates efforts associated with the implementation of Measure “R” and Measure “D”. All Phase 1 Measure “R” facility improvements are either completed, under construction, or approved by the Division of the State Architect (DSA). Completed efforts include the acquisition of the Seabridge K-5 elementary school site, kindergarten and science lab upgrades to 22 classrooms across eight school sites, and the opening of the new Harrington K-5 campus. Projects under construction include continued reconstruction efforts for the new Lemonwood K-8 school and the construction of the new Elm K-5 campus. Finally, DSA approval and contractor selection and guaranteed maximum price negotiation has commenced for the grade 6-8 addition to Marshall.

In January 2017, the District launched Measure “D” projects with the planned reconstruction of McKinna and Rose Avenue K-5 elementary schools, the construction of a new Seabridge K-5 school, and a new Doris/Patterson site for K-5 and 6-8 schools. The new elementary and middle school site at Doris Avenue and Patterson Road has also undergone continued active negotiation and planning, with the development of the Environmental Impact Report, and preliminary discussions underway regarding the annexation of the site into the City.

Specific details of the status of major ongoing projects are provided in this report and summarized below:

- The reconstructed Lemonwood K-8 includes a new 2-story classroom building, multipurpose room, administration/library building, and kindergarten building. Construction of these facilities has reached 35% completion overall, continuing to progress on schedule. The roof of the classroom building has been completed and interior framing is ongoing, while the multipurpose room is taking shape as the structural steel is being erected. Occupancy of the first phase of the new campus is projected to occur in December of this year, with the overall project on pace to be completed in the summer of 2018.
- Construction of the Elm project commenced in February 2017, following Board approval of a guaranteed maximum price contract for the project. Site excavation work is now complete, ahead

of the anticipated pouring of the foundation. The project remains on pace to be ready for occupancy prior to the 2018-2019 school year.

- DSA approval for the Marshall twelve (12) classroom building project was received in February 2017. A contractor was identified pursuant to a selection process in compliance with changes in State law, notably the enactment in January 2017 of AB 2316. Establishment of the new process in compliance with AB 2316, for both this project and those that follow, included the development of updated Board policies and administrative regulations as well as new mechanisms for soliciting contractor qualifications and proposals for Lease Lease-Back projects. Pursuant to this process, a Guaranteed Maximum Price is currently under development which is anticipated to be presented to the Board for consideration in June 2017, with construction commencing immediately thereafter.
- Award of the contract for the Harrington Early Childhood Development Center is anticipated to be presented to the Board for consideration in June 2017, with construction of the project commencing thereafter. Completion of this project will complete all phases of work for the Harrington site.
- Schematic Design plans and a Lease Lease-Back contractor selection process for the McKinna reconstruction project are now complete, with architectural work proceeding towards submittal to DSA by September 2017.
- Architectural proposals have been reviewed and interviews held for the Rose Avenue Reconstruction project and new Seabridge K-5 project, with recommendations of conceptual designs and assigned architects anticipated for the Board's consideration in June 2017 and August 2017, respectively.
- Efforts towards the acquisition and environmental review of a new elementary and middle school site at Doris Avenue and Patterson Road continue in active negotiation and planning.

In addition, based on proposed changes to the District's educational specifications, additional classroom facilities are proposed to better accommodate existing TK/Kindergarten enrollment immediately and future Special Education Programs. Four K-5 school sites – McAuliffe, Ritchen, Brekke, and Ramona – were previously determined to benefit from additional program support space as part of the Master Construct and Implementation Program. These schools, all built between 1989 and 1999, were assessed to benefit from the receipt of additional capacity to accommodate TK/Kindergarten and Special Education classrooms, consistent with the proposed revised specifications. Two modular classrooms are proposed to be constructed by the 2018 – 2019 school year at each of these four sites, ahead of the previously identified additional support space, to better accommodate existing TK immediately and future special education enrollment. Conceptual siting for the modular buildings are discussed further in this report and proposed adjustments to the Program budget are recommended to accommodate these improvements.

1.3 FUNDING & SEQUENCING

The Program is funded through the use of Measure “R” and Measure “D” bond programs, other local funding, including developer fees, Mello Roos funds, and capital program balances. The Program also seeks to maximize State aid reimbursements for modernization and construction of school facilities as State funds become available.

Program projects, sequencing, and timelines continue to be reviewed and adjusted for consideration by the Board. The integrated program focuses on the continued reconstruction of existing schools, the construction of new school sites, and 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, with a description of specific changes provided in Section 5.7.

	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																
Marina West																
Sierra Linda																
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																

Overall funding is projected to increase to approximately \$447.3 million, primarily from anticipated increases to the newly funded State Aid program under Proposition 51 and interest earnings. Anticipated State Aid has also been adjusted to reflect the increased 2017 base State aid grant amounts adopted by the State Allocation Board in January 2017. Additional State Aid revenues are also anticipated through the use of higher value pupil grants for Special Day Classrooms and proposed participation in the State’s

Joint Use Program, where applicable. Proposed uses are consistent with previously approved projects within the Program and have been adjusted to provide additional classroom facilities to accommodate the TK/Kindergarten and Special Education Programs. Other adjustments include proposed budget adjustments approved by the Board in the last six months to current construction projects due to specific project construction needs and required professional services. Proposed new projects are also presented with specific budgets and individual timelines and schedules to reflect the latest estimated costs and anticipated periods for completion.

1.4 RECOMMENDATIONS

It is recommended that the Board:

- Accept and adopt this semi-annual update to the Master Construct and Implementation Program
- Direct staff and CFW to proceed with its immediate implementation
- Establish a date for the next six-month review by the Board

EDUCATIONAL PROGRAM

The implementation of 21st century learning environments is driven by two programs — an educational program that outlines academic achievement opportunities at the District level, and a facilities program with capital improvements to support the implementation of the educational program. The reconfiguration of the Educational Program has expanded the number of K-8 schools, extended all-day kindergarten programs, and implemented K-5 elementary schools with strands that integrate with reconfigured 6-8 middle school Academy programs.

In addition, the District has adopted Educational Specifications for guiding the design of future school facilities, as required by California Department of Education for consistency with standards under Title 5 of the California Code of Regulations. Previous efforts have established a vision for implementation of the specifications, and include:

- Fully integrating every child’s use of a 1:1 computing device into the design of learning spaces and support facilities, such that projects are designed from the “inside-out” and architectural plans match the needs of educational programs
- Providing improved site security and fencing for all projects
- Accommodating multipurpose rooms that provide sufficient indoor space to reduce the number of required lunch periods to three, ceiling heights and room configurations that accommodate indoor athletics (e.g. basketball, volleyball), and performance spaces that accommodate school and community events
- Maximizing available playfield space for school and community use (e.g. soccer) through use of two-story classroom construction where possible
- Prioritizing a pedestrian oriented circulation and campus design to improve the experience of parents and families accessing each school site

As detailed in Section 2.1, all programs continue to be integrated into the school’s overall educational vision and are in the process of integrating additional enrichment activities related to the academic themes. Thereafter, Section 2.2 provides an update on the ongoing integration of 21st century technology to advance the Educational Program, followed by Section 2.3, which contains an analysis and review of educational specifications as they pertain to TK/Kindergarten and special education programs, along with corresponding recommendations.

2.1 EDUCATIONAL PROGRAM UPDATE

The K-8 schools have completed their third year of Academy program implementation and the Academic Strand Focus (K-5) and Academy (6-8) programs have completed their fourth year of program implementation that is the driver of facilities improvements and educational technology integration. All programs continue to be integrated into the school's overall educational vision.

The goal of the Academic Strand Focus (K-5) and Academy programs (K-8 and 6-8) is to improve student achievement by integrating units of study that fosters rigor, engagement, collaboration and problem solving through the creation of integrated units that culminate with students producing a project that demonstrates learning mastery. In addition, student activities that support student engagement in academic pursuits related to the academic program of the school are increased to provide additional high level rigorous learning experiences for students and increase the amount of learning time offered to them. Instructional techniques and program design such as Project Based Learning (PBL), creating collaborative groups and visual thinking have been implemented by the District to support the integrated units. Training teachers in programs such as Project Lead the Way (PLTW) includes both instructional techniques and curriculum for course content for those classes that have not previously been offered to students in the District. Training the teachers on instructional techniques that are effective for making curriculum content assessable to English Language Learners (ELL), how to teach reading and understanding the curriculum content and standards, provide the foundational skills for teachers to use so that students have the skills and foundational knowledge needed to access higher levels of thinking such as problem solving, complex reasoning, decision making, creating, and analyzing.

The Educational Program Work Plan for 2016-17 has been established to:

- Evaluate curriculum for rigor and significant depth of knowledge as well as alignment with CCSS and NGSS
- Recognize strong and weak elements within integrated units
- Understand process for determining alignment of student products and projects called for in the integrated units with the CCSS and NGSS and the New Taxonomy
- Identify alignment of student projects to the CCSS and NGSS and how to modify or change a student project to increase cognitive rigor within integrated units
- Provide effective feedback through questioning techniques to teacher teams for improvement of weak elements
- Recognize the principles of Project Based Learning (PBL) and how these principles might be incorporated into an integrated unit
- Establish use of checklists, rating scales and rubrics to determine the strength of the Academic Focus or Academy Programs at each of the schools and next steps for improvement
- Learn process for developing checklists, rating scales and rubrics
- Integrate the new language arts adoption into existing integrated units

During the 2016-17 school year, the District undertook a significant amount of staff development for both the teachers and the principals. This staff development included training in the new language arts adoption, “Wonders,” the teaching of reading, the identification of common core English Language Arts anchor standards to be integrated into in all curricular areas, and training on Project Based Learning (PBL) for 30 teachers in the District. In addition, the staff implemented the training they received the prior school year on the teaching strategies that are effective in improving student achievement for the English Language Learners (ELL). This training was integrated into the teaching of the integrated units that were developed for the Academic Strand Focus and Academy programs at each of the sites. CFW provided both whole group training to K-5 and K-8 principals as well as individual meetings and training sessions with select principals. In addition, meetings were held with Assistant Superintendent Robin Freeman and Directors Mary Curtis and Debra West regarding accomplishments, barriers to implementation, and collaboration on how to integrate all of the District initiatives to provide for a continuity of services and increase implementation of all the training provided in the District at the school site level.

Additional training opportunities were provided to the 6-8 Middle School Academies. In the initial year of implementation, the District engaged in summer week long training for twelve teachers in Project Lead the Way (PLTW) to offer additional courses and enhance the science, technology, and math classes provided to students. The District continues to offer training and support for PLTW courses that are currently offered to middle school students. The following year, Project Based Learning (PBL) training was provided to middle school teachers with follow up training and support continuing today. In addition, the District has followed up with training on forming a culture of collaboration which is necessary for teachers and students to work effectively in collaborative groups. All middle school teachers received training on Project Zero which instructs teachers on how to make thinking visible. The visible thinking techniques have been applied across all classes and content areas in the school. This year, the middle schools focused on implementing and integrating the training received in prior years while continuing to develop additional elective courses and student activities related to the academy at each of the schools.

2.1.1 K-5 ACADEMIC STRAND FOCUS PROGRAMS AND K-8 ACADEMIES

All K-5 and K-8 schools continued to improve upon their existing integrated units and expand them to reflect the Academic Strand Focus of each school while integrating the newly selected language arts adoption and the English Language Arts anchor standards. Principals were provided with a rubric for self-evaluating the strength of their Academic Strand Focus programs and making needed modifications to individual programs. The focus of training over the last six months was removing barriers to ongoing development and improvement in the Academic Strand Focus programs. Specific questions were answered about the creation of the integrated units, how to assess the academic strength of the units, and how to provide feedback to the teachers for ongoing improvement. Additionally, the characteristics of functional teams were presented, including ways to develop functional teams and how to improve upon current practices. Leadership coaching was also provided to encourage principals to identify strengths, explore possibilities, and design new ways of approaching issues.

All TK-5 teachers in the District were provided with training on the new English Language Arts adoption as well as foundational skills in the common core state standards and the identification of anchor standards to be taught at each grade level and integrated into all subjects. This knowledge was coupled with training on effective teaching strategies for foundational skills and anchor standards, as well as methods to support students who are reading below grade level.

At the K-8 schools, Dual Language Immersion (DLI) Programs have been implemented across the District and are in the process of being strengthened. Currently, the program supports kindergarten through second grade students, with third grade being added to the program next year. School site and District office representatives visited model DLI programs and determined what steps were necessary for improving the current programs in the Oxnard School District. Specific changes were identified and are planned to be implemented during the 2017-18 school year.

2.1.2 6-8 MIDDLE SCHOOL ACADEMIES

The focus of the development of the 6-8 Middle School Academies has been on the implementation of previous staff development for each of the academies. In addition, additional elective classes have been added as necessary at the middle schools, with required teacher training and material and supplies being provided by the District as needed. For example, as more students have mastered the entry level robotics class currently offered to both 7th and 8th graders, an advanced robotics class was developed and offered to matriculating 8th grade students. Additionally, due to an increased desire to participate in robotics classes, a robotics class is planned to be offered to 6th grade students for the upcoming school year.

Over the past six months, each of the Middle School Academies has developed brochures to highlight the courses and programs at each of the Academies. In addition, digital versions of these brochures have been developed and hosted on each school's web pages. At this time, all of the Academies have integrated their themes into their core academic programs through PBL, Project Zero Visible Thinking, PLTW courses, field trips, student activities and competitions, and cross curricular planning.

2.1.3 NEXT STEPS

Over the next 6 months, each school within the District will continue to build their academic program through the addition of student projects and other activities related to the academic focus of their schools. Additional elective classes will be added as needed to meet the academic needs of the students. For example, a 6th grade robotics class will need to be added at Frank Middle School while more advanced music classes will need to be added to Haydock Middle School. There is also a desire to add a 3-D design course or incorporate the 3-D design program into an existing class at Haydock. The District will complete the alignment of the NGSS with the Wonders language arts curriculum and MyON programs, and add a section with suggested student projects to demonstrate mastery of the curriculum. Additionally, the District will focus on continued development across the curriculum next year. Training will be provided for teachers that provides for how to create writer's workshops, strategies for managing feedback on writing, and instructional strategies to develop student writing.

In order to accomplish the above goals, the District has partnered with Lawrence Hall of Science and the National Science Foundation on a grant to establish science curriculum aligned with the Next Generation Science Standards (NGSS) with a heavy emphasis on English Language Learners (ELL) and technology. The District is expected to learn if the grant was approved in October 2017. If this grant is funded, it will provide additional resources and training for the middle school programs.

2.2 TECHNOLOGY PROGRAM INTEGRATION

21st century learning environments provide the needed setting for the implementation of educational programs that call for collaboration, communication, creative thinking and problem solving. The flexibility of these environments provides an ideal space in which students can be engaged with instructional strategies that promote these kinds of learning opportunities. When used to their fullest potential, the 21st century learning environment provides opportunities for students to engage with the curriculum content, seek out answers to questions and problems, create projects that demonstrate mastery of the standards, and become masters of their own learning. Teachers become the facilitators of that learning, guiding students to learning mastery.

Integrated classroom technology affords the ability to use visuals and interactive software that promotes vocabulary development and hands-on learning opportunities which have been found to positively affect the academic achievement of all students, and are particularly effective with English Language Learners (ELL). Thus, one important area of collaboration between the educational program and the facilities program is in establishing a forward-thinking approach to the design and configuration of new school facilities, particularly in the area of classroom technology integration.

An educationally focused “design from the inside-out” approach has been utilized in the advancement of architectural plans for Harrington, Lemonwood, Elm, and Marshall. Since the completion of Harrington school in January of 2016, efforts have included identifying continued refinement to the technology integration strategy used for future projects. Over the past six months, several meetings have been held by project team members in order to review desired educational functionality and implement adjustments that afford ease of use benefits to teachers, improved reliability for the District’s instructional technology staff, and reduced cost at time of construction as well as over the life of the investment. Under the updated approach, classrooms will continue to be outfitted with several high definition displays, teachers will continue to have flexibility in using wired or wireless devices (e.g. iPads, laptops, DVD players, etc.) to project educational content to the displays, and the system maintains a platform agnostic approach that accommodates future adjustment. Nevertheless, underlying components of the classroom audio/visual system have been identified for adjustment that simplify hardware installation and cost, reduce wiring cost, and minimize opportunities for wear and tear over time. As an added benefit, a new wall-mounted classroom technology control panel is planned that provides teachers with preprogrammed access to common functions, easing the transition between educational activities and minimizing the time spent configuring equipment.

Recognizing the value of this technology update, efforts have been taken to implement these benefits at the Lemonwood Reconstruction project during its construction, as well as to document and detail the advances for subsequent projects. Over the next six months, the team will work with the architects and Lease Lease-Back builders of the Elm and Marshall projects to similarly apply this technology equipment and configuration update prior to the start of framing on each project. Concurrently, direction will be provided to the design teams on projects now entering initial architectural design in order to incorporate and document engineering details and specifications prior to submittal to the Division of the State Architect. Parallel to the implementation of updated classroom technology specifications, the team will continue to dialogue regarding advance planning for the District’s next major mobile device replenishment, including efforts to consider alternatives that have come to market that offer competitive and instructional advantages to the District’s initial 2014-15 iPad deployment.

2.3 ADJUSTMENT TO EDUCATIONAL SPECIFICATIONS

Educational Specifications provide minimum requirements for various school site attributes, such as the number and type of classrooms and support facilities, to guide the design of future schools. As part of previous planning efforts, the District has adopted specifications as required by the California Department of Education for consistency with standards under Title 5 of the California Code of Regulations. As the District proceeds with the implementation of its facilities program, educational specifications will continue to be reviewed and amended to accommodate the District’s requirements. As part of this six-month update, prior adopted educational specifications for kindergarten and special education classroom needs for grades K-5 are proposed to be updated.

2.3.1 TRANSITIONAL KINDERGARTEN PROGRAM

Over the past several years, school districts throughout the State, including Oxnard, have proceeded to implement the Kindergarten Readiness Act (SB1381) which phased the establishment of Transitional Kindergarten (TK), as a bridge between preschool and kindergarten, functioning to provide students with time to develop fundamental skills needed for success in school in an age- and developmentally-appropriate setting. The original program was designed to offer TK to children with birthdays between September and December, while the 2015-16 State budget further clarified the law to allow school districts to enroll 4-year-olds even if they turn 5 after the December cutoff date, providing another local option to improve kindergarten readiness. The graphic below depicts Transitional Kindergarten as part of a two-year kindergarten experience.



Source: TKCalifornia via <http://www.tkcalifornia.org/tk-info/>

Considering the implementation, expansion, and sustained funding of the Transitional Kindergarten program by the State, it is prudent for the District to consider revised Educational Specifications for future school facilities projects that estimate and project the classroom facility demands associated with the increased enrollment generated by TK enrollment.

Pursuant to California Department of Education, classroom facility requirements for Transitional Kindergarten “are the same as they are for kindergarten.” Similarly, during the annual count of enrollment that school districts must report to the State, students enrolled in Transitional Kindergarten programs are reported to the State “with a grade level of kindergarten.”¹ Accordingly, the Oxnard School District counts 2068 students in Kindergarten during the 2016-17 school year, inclusive of TK students, across all its K-5 and K-8 school sites. For grades 1-5, again across all the District’s K-5 and K-8 school sites, total enrollment averages approximately 1877 students per grade level. This data is summarized in Table 1 below. The difference between the Kindergarten enrollment and the average enrollment for Grades 1-5 is suggestive of the additional students generated within Kindergarten by the Transitional Kindergarten program.

Table 1: Estimated 2016-17 Total District Enrollment, Grades K-5

	K	Grade 1	Grade 2	Grade 3	Grade 4	Grade 5	Average: Grades 1-5
Enrollment (all District schools)	2068	1847	1845	1859	1879	1954	1877

Table 2 more specifically identifies 316 of the District’s total 2068 Kindergarten students in FY 2016-17 as enrolled in a TK program across its 17 District school sites. On average, this amounts to approximately 122 TK and Kindergarten students per school site. As with other school districts throughout the State, Oxnard has been using existing facility capacity wherever available to accommodate TK enrollment as it has manifested over past years. On a longer-term basis, there is a desire and need for the District to more evenly accommodate its TK enrollment over all campuses that serve kindergarten students. Pursuant to the District’s loading standard for Kindergarten classrooms at 24 students per classroom, or the State’s standard of 25 students per classroom, housing the combined TK and Kindergarten enrollment at current levels requires an average of five classrooms per school site. Previously adopted Educational Specifications designate four Kindergarten classrooms at each K-5 or K-8 school, thus necessitating an adjustment to Specifications in the amount of 1 additional Kindergarten classroom for future projects as summarized in Table 2 on the following page.

¹ Quotation source: <http://www.cde.ca.gov/ci/gs/em/kinderfaq.asp>

Table 2: 2016-17 Transitional Kindergarten and Kindergarten Enrollment by School Site

School Site	TK & K (Combined)	TK
Brekke	106	17
Elm	92	
Harrington	127	
Marina West	149	23
Marshall	110	21
McAuliffe	128	36
MccKinna	154	45
Ramona	129	40
Ritchen	140	23
Rose	142	41
Sierra Linda	146	30
Chavez	94	
Curren	98	
Driffill	137	16
Kamala	121	
Lemonwood	96	24
Soria	96	
Frank		
Fremont		
Haydock		
Totals	2068	316
Total TK & Kinder (Combined)	2068	
Total Schools with TK-Kinder	17	
Average TK-Kinder per School	122	
Est. TK-Kinder Classrooms Req. Per School	5	
Total TK-Kinder Classrooms per Spec	4	
Additional TK-K Classrooms per Spec	1	

This will impact the facilities program overall. As previously stated, the TK program was designed to facilitate improved Kindergarten readiness for those students reaching five years of age over a three-month period between September and December. This three-month period represents 25% of a full calendar year, and likewise some may assume that if all birth rates are evenly distributed and all eligible students opt to enroll, then 25% of the total Kindergarten enrollment would be comprised of TK program participants. In Oxnard’s case, the 316 students enrolled in a TK program represent approximately 15% of the 2068 students comprising total Kindergarten enrollment. As TK enrollment is not compulsory, the percentage of TK students enrolled may not be as high as anticipated if the TK program were compulsory. Considering that 15% of total Kindergarten enrollment is comprised of TK program enrollment, and assuming that this proportion remains steady in future years, it is reasonable to conclude that the District will need to increase its Kindergarten facilities by 15% on a permanent basis to accommodate sustained housing of TK program students. Proposed budget adjustments to the Program to accommodate increased TK enrollment are presented in Section 5.4. At this time, the State School Facilities Program recognizes TK students as kindergarten students and thus allocates per pupil grants where eligible to mitigate increased enrollment.

2.3.2 SPECIAL EDUCATION PROGRAM

The District’s Special Education program has also been reviewed with respect to its demand for additional classroom spaces. Pursuant to State definitions, students enrolled in a Special Education program are

typically housed in a Special Day Class (SDC) labeled as *Severe* for those students whose needs require facilities designed specifically for the severely handicapped and *Non-Severe* for other students whose needs are accommodated in classroom space of general education classrooms.

Education Code Section 17747(a) outlines the minimum standards necessary for Special Education Facilities, stating:

“Special day classrooms (SDC) are at least the same size as regular education classrooms at that site and are properly equipped for the students who will occupy the space, for their age and type of disabling condition. The special day classroom space must meet the program needs of the students and are distributed throughout the campus with age appropriate regular education classrooms..., a cluster of two special day classrooms may be considered if support or auxiliary services (e.g., bathrooming, feeding, physical or occupational therapy) are needed to serve the students throughout the school day.”

To meet the program needs of the non-severe special education students, 960 square feet of classroom space is proposed. For the severely handicapped students, 1120 square feet of classroom space is proposed that accommodates an adjacent bathroom with changing station, washer and dryer hookup and sink to meet the minimum program requirements.

Table 3: 2016-17 SDC Severe Enrollment and Classroom Use by School Site

School Site	SDC-Severe Enrollment	SDC-Severe Classrooms
Brekke	19	3
Elm		
Harrington		
Marina West		
Marshall	6	1
McAuliffe	25	3
McKinna		
Ramona		
Ritchen	16	2
Rose		
Sierra Linda		
Chavez		
Curren		
Driffill		
Kamala		
Lemonwood		
Soria		
Frank	16	2
Fremont		
Haydock	16	2
Totals	98	13

The District supports SDC Non-Severe facilities as part of its regular education classroom facilities and provides specialty classrooms to accommodate its SDC Severe enrollment at various existing school sites and addressing needs on a site-specific basis as required by the State. As indicated in Table 3, the District operates a total of 13 SDC-Severe classrooms as of the 2016-17 school year for approximately 98 students in grades K-8. Currently the District houses these students at four of its grade K-5 school sites and two of

its grade 6-8 school sites, averaging two classrooms per site and approximately 8 severely handicapped students per classroom. The District does anticipate enrollment to increase at various levels and points in the future, including the demand for additional facilities for SDC Non-Severe and Severe students, although the actual planning for facilities and sites to accommodate those needs may require increased flexibility.

Adopted Educational Specifications call for a minimum of one SDC Non-Severe classroom to be provided at each school site. Given the unique needs of SDC Severe classrooms at various existing school sites, existing Educational Specifications opt to address these needs on a site-specific basis. These Educational Specifications may be enhanced by providing for future school sites to have a “Flex Classroom” that is designed to accommodate the program requirements of a SDC Severe classroom where and if needed, yet appropriately sized and sited to meet student housing required by other programs, where possible such as SDC Non-Severe or additional Kindergarten or TK enrollment that may be similarly sized or equipped. Accordingly, an adjustment to Educational Specifications is recommended to provide one “Flex Classroom” per school site of 1,120 square feet with access to shared storage and restrooms equivalent to those described for the Kindergarten/TK standard.

2.3.3 RECOMMENDED ADJUSTMENT TO EDUCATIONAL SPECIFICATIONS

Recommended adjusted educational specifications for K-5 facilities incorporate additional classrooms to accommodate Transitional Kindergarten and Special Education program needs, along with a classroom space for the Resource Specialist Program (RSP) and Speech program. Original specifications adopted in 2013 called for a total of 28 Kindergarten and general purpose classrooms as well as one half-size classroom for RSP and an additional space for Speech. The recommended adjusted specifications, indicated in Table 4 on the following page, provide for a total of 31 Kindergarten and general purpose classrooms. While specific matriculation needs may vary by site, a conceptual matriculation and room usage plan based on these specifications could be applied as follows:

Kindergarten/TK – 5 classrooms	5th Grade – 4 classrooms
1st Grade – 5 classrooms	Flex Room (SDC/TK) – 1 classroom
2nd Grade – 5 classrooms	RSP/Speech/SDC – 1 classroom
3rd Grade – 5 classrooms	Piano Lab – 1 classroom
4th Grade – 4 classrooms	

The adjusted 31 classroom specification houses approximately 725 students per State standards (25:1) and is recommended for implementation at schools planned for reconstruction, including McKinna, Rose Avenue, Marina West, and Sierra Linda. Existing K-5 school sites that may benefit from the receipt of additional capacity to accommodate TK/Kindergarten and Special Education classrooms, consistent with the proposed revised specifications, have been identified at McAuliffe, Ritcher, Brekke, and Ramona.

Finally, it is recommended that original specifications be maintained at the planned Doris/Patterson and Seabridge K-5 sites, given environmental and State agency approval requirements at each location.

Table 4: K-5 Educational Specifications – 31 Classrooms

SPACE	AREA	UNITS	TOTAL
Classroom	960	23	22,080
Kindergarten / TK	1,120	5	5,600
Flex Room (Special Ed, K, TK)	1,120	1	1,120
Special Ed/RSP/Speech	960	2	1,920
Teaching Space (Total Sq. Ft.)			30,720
Flex Room	150	1	150
Counselor Room	150	1	150
Psychologist Room	150	1	150
Teaching Support Space (Total Sq. Ft.)			450
Workroom/Storage	200	3	600
Toilets	65	6	390
Equipment Storage	100	1	100
Kindergarten/Flex Support Space (Total Sq. Ft.)			1,090
Lobby/Waiting	300	1	300
Reception/Clerical	75	2	150
Principal's Office	200	1	200
Admin Assistant	75	1	75
Conference Rm	250	1	250
Work/Main Copy Room	250	1	250
Health Office	100	1	100
Nurse/Health Clerk	75	1	75
Health Office Toilet	65	1	65
Workroom/Lounge	600	1	600
Kitchenette/Vending	150	1	150
Staff Toilets	195	2	390
Parent/Multi-Purpose/Workroom	300	1	300
Storage Room	100	1	100
Administrative Space (Total Sq. Ft.)			3,005

SPACE	AREA	UNITS	TOTAL
Circulation Desk	50	1	50
Work/Processing Room	200	1	200
Storage Room	100	1	100
Reading Room	900	1	900
Story Telling Nook	400	1	400
Stacks	400	1	400
Textbook Storage	200	1	200
Small Breakout Room	100	3	300
Tech Work/Storage Rm	150	1	150
Library and Resource Center (Total Sq. Ft.)			2,700
Multipurpose Room	3,500	1	3,500
Chair/Table Storage	200	1	200
Control Room	75	1	75
Music Platform	1,400	1	1,400
Instrument Storage Room	200	1	200
Serving/Prep Kitchen	350	1	350
Walk-in Refrigerator & Freezer	75	2	150
Dry Storage	75	1	75
Locker Alcove	50	1	50
Office/Workstation	75	1	75
Toilet/Changing	75	1	75
Custodial Services	100	1	100
Multipurpose Facility (Total Sq. Ft.)			6,250
Lunch Shelter	2,800	1	2,800
Kindergarten Shade Structure	1,200	1	1,200
Restrooms	2,200	1	2,200
TOTAL CLASSROOMS		31	
TOTAL BUILT AREA (SQ. FT.)			50,415

FACILITIES PROGRAM

The Master Construct and Implementation Program integrates efforts associated with the implementation of Measure “R” and Measure “D.” Both measures have been integrated to work in tandem by adopting common programmatic goals and facilities specifications, building upon the sources and uses of funds already allocated by the District, and interlacing scheduling, sequencing, and cash flow requirements to leverage proposed improvements.

The following section details the work that has been done pursuant to the Measure “R” Program and highlights expected outcomes over the next six months. Similar status updates and anticipated outcomes are provided for projects funded under the Measure “D” Program. Collectively, these efforts have been blended into a single Master Budget, Schedule and Timeline as previously directed and approved by the Board .

3.1 MEASURE “R” PROGRAM

To date, all Phase 1 Measure “R” facility improvements are either completed, under construction, or approved by the Division of the State Architect (DSA). Completed facilities program efforts include the acquisition of the Seabridge elementary school site, kindergarten and science lab upgrades to 22 classrooms across eight school sites, and the opening of the new Harrington K-5 campus. Projects underway include continued reconstruction efforts for the new Lemonwood K-8 school and the reconstruction of the new Elm campus. Finally, DSA approval has been achieved for the Harrington and Lemonwood Early Childhood Development Centers as well as the grade 6-8 addition to Marshall.

3.1.1 LEMONWOOD RECONSTRUCTION AND EARLY CHILDHOOD DEVELOPMENT CENTER

The Lemonwood Reconstruction project began construction in May 2016 with total completion to date at approximately 35% of the entire scope of work, which is planned to occur over two phases to minimize disruptions to the ongoing educational program. The current first phase of work is 55% complete, and substantial completion for first phase has been set for December 2017, which includes the two-story classroom building and multipurpose room. Overall construction is currently scheduled to be completed in summer of 2018.

When its phased construction is complete, the new Lemonwood school will accommodate 900 students by State standards in grades K-8, including 28 general purpose classrooms, 4 Kindergarten classrooms, 3 science/flex lab classrooms, and 2 special education classrooms. Specified support facilities,

administration areas, media center, food service, multipurpose room, physical education spaces, and restrooms will also be provided.

At time of publishing for this report, the roof of the classroom building has been completed and substantial framing of the interior of the classroom building has been achieved. In addition, most of the overhead utilities have been installed and stubbed and enclosure of the electrical has also been completed. The two base coats for the plaster have been applied to the classroom building, making way for the finish coat. At the multipurpose room, all six-scheduled concrete wall pours have been completed and the structural steel components that will hold the roof in place are being erected.

Concurrently with construction, a balance of activities is moving forward. An application for final approval by the California Department of Education (CDE) was submitted in January 2017 and is currently under review. Upon receipt of an approval letter from CDE, an application will be processed with the Office of Public School Construction (OPSC) for State Aid Reimbursement of eligible costs. Furniture selection is underway and is anticipated to be completed in June 2017.



The Lemonwood Reconstruction project has proceeded under a Lease Lease-Back agreement for a Guaranteed Maximum Price (GMP) construction contract of approximately \$29.6 million. Since then, approximately \$1.2 million in change orders have been approved by the Board, the majority of which resulted from the delayed construction start of the multipurpose building in order to accommodate additional requirements by the State's Department of Toxic Substances Control. A recommended budget adjustment for this amount is proposed to the Master Budget to accommodate the prior Board approved change orders and approved contract commitments for required professional services.

The reconstruction of the Lemonwood facility also retains and repurposes Building 3 of the original campus. Six modernized classrooms are proposed to provide “Flex Rooms” for enhanced kindergarten, transitional kindergarten, or preschool programs as may be required by the District. The construction plans for this phase of work were approved by DSA in January 2017, and construction of the project is expected to be undertaken at completion of the Lemonwood Reconstruction project. A review is also underway for the proposed project to accommodate Severe and Non-Severe Special Day Classroom facilities. This would expand the flexibility for the use of these facilities at the site and add much needed additional SDC facilities.



3.1.2 ELM RECONSTRUCTION

The Elm Reconstruction project replaces the original 1948 facility with 25 new permanent classrooms to serve up to 600 students per State standards and to maximize reimbursements eligible from the State’s School Facilities Program (SFP) new construction program. Construction began in February 2017 and is on pace to be ready prior to the 2018-2019 school year. Site excavation for the Administration Building is complete, ahead of the anticipated pouring of the foundation. Over the next six months, framing will commence and the new buildings will begin to take shape. Work is ongoing to coordinate with the City improved sewer service to the site which may result in additional off-site costs, some of which may be subject to additional reimbursement from the SFP. Once a plan of resolution for improved sewer service is developed, it will be brought back to the Board for further consideration and potential action.



In February, the Elm project received environmental clearance from the California Department of Toxic Substances Control (DTSC). In March 2017, an application for final approval was submitted to the CDE

which is under review. Upon receipt of an approval letter from CDE, an application will be filed with the OPSC for State Aid Reimbursement of eligible costs.

A Lease Lease-Back agreement for a GMP construction contract of approximately \$23.3 million was approved by the Board in December 2016, subsequent to adoption of the prior six-month report. The Master Budget is proposed to be amended to reflect the approved Board contract for this project and Board actions to accommodate increases in required professional services.

3.1.3 MARSHALL NEW CLASSROOM BUILDING

The Board approved the construction of a twelve (12) classroom building at Marshall to meet the interim 300 student 6-8 grade level capacity required until a new middle school is constructed and to provide Marshall with additional classrooms and a long-term K-8 educational program option once a new middle school is built. At that time, the original facilities and added building will provide a combined total of 40 permanent classrooms with a capacity to house 900 students per State loading standards, consistent with the District's adopted specifications for K-8 school facilities.



The project received DSA approval in February 2017. Thereafter, a Lease Lease-Back contractor was identified pursuant to a selection process in compliance with State law, notably AB 2316. This required the development of updated Board policies and administrative regulations as well as new mechanisms for soliciting contractor qualifications and proposals for Lease Lease-Back projects. Pursuant to this process, the District requested proposals from Lease Lease-Back firms to develop a GMP proposal for the project. A firm has been selected to proceed to develop a proposed GMP, which is to be presented to the Board for consideration in June 2017, with construction commencing immediately thereafter.

In February, the Marshall project received environmental clearance from the DTSC. An application for final approval was submitted to the CDE in March 2017. CDE has acknowledged receipt and is currently reviewing the application. Upon receipt of an approval letter from CDE and the approval of a GMP construction contract, an application will be filed with the Office of Public School Construction (OPSC) for State Aid Reimbursement of eligible costs.

3.1.4 HARRINGTON EARLY CHILDHOOD DEVELOPMENT CENTER



The reconstruction of Building 4 of the original Harrington campus for use as an Early Childhood Development facility remains as the final phase of work at the Harrington site. Bids for the project were received in early June 2017 and award of the contract to construct the facility is expected to occur in late June 2017, with construction of the project commencing shortly thereafter. The facility will provide classrooms for enhanced kindergarten programs that may also accommodate transitional kindergarten or preschool programs as may be required by the District. The project is anticipated to be completed by summer 2018.

3.1.5 FREMONT MULTIPURPOSE ROOM REPLACEMENT

The adopted Program identifies the need to construct a new multipurpose room and gym facility at Fremont Intermediate School, with a dual goal of improving support facility functionality for the existing campus and allowing integration of the facility into a future school replacement project, should funding become available. This new facility is proposed to be constructed to the east of the existing tennis courts, along the southern boundary of the existing site.

A project budget of approximately \$5.56 million has been maintained and no changes to the budget are being proposed at this time. The facility as planned will be designed to accommodate a broad range of indoor cafeteria, athletic, and performance uses, with food services facilities designed to accommodate servicing the school's enrollment in three lunch periods, indoor athletic space sized to meet junior high school basketball standards, and appropriate space for a performance stage along with event lighting and audio/visual systems. Additionally, planned 24-foot-high ceilings will accommodate activities such as volleyball and clerestory windows will be provided to improve natural daylighting. Restrooms will be provided for students, staff, and visitors per code requirements, along with attached changing rooms for students to accommodate physical education program requirements.

Over the next six months the architect selection process will be initiated, as well as the selection and assignment of other professional services related to the development of the project, ultimately leading to the design and construction of a replacement facility for the Fremont site, scheduled to be completed by December 2019.

The new multipurpose facility is also designed for joint use with the City of Oxnard, providing flexible weekend and evening event space for community oriented athletic activities, performances, and other functions as determined by the Board. Upon project approval by the Division of the State Architect and California Department of Education, appropriate applications may be filed with the State SFP to leverage available Joint Use Funding which may greatly increase proposed funding for the facility.

3.2 MEASURE “D” PROGRAM

Measure “D” was approved by voters on November 8, 2016, and authorized \$142 million in bonds to fund additional school improvements as part of Phase 2 of ongoing facilities improvements. A fully integrated Master Construct and Implementation Program was adopted at the last six-month report to carry out this mission. In January 2017, Phase 2 of the integrated Program, including Measure D components, was initiated to begin the architectural design, environmental review, and/or site acquisition related work for the following projects:

- Reconstruction of McKinna K-5
- Construction of Seabridge K-5
- Reconstruction of Rose Avenue K-5
- Construction of Doris/Patterson K-5
- Construction of Doris/Patterson 6-8

Additionally, new kindergarten/flex classrooms are proposed to be constructed at Brekke, Ritchen, Ramona, and McAuliffe K-5 school, corresponding with earlier recommendations to adjust educational specifications.

Collectively, these projects are to be launched pursuant to the scope of work approved by the Board and have been strategically sequenced in the order listed above to optimize State Aid grants, especially with the passage of Proposition 51, the revival of the SFP and the contemplated start of the release of grant awards later this year.

The following sections provide further detail on the status of Measure “D” projects and expected outcomes over the next six months.

3.2.1 MCKINNA ELEMENTARY RECONSTRUCTION

McKinna Elementary School was constructed in 1954, and today is comprised of 17 permanent and 14 portable classrooms. It is among the oldest schools in the District and was assessed under the adopted Master Plan and Master Construct Program as needing extensive modernization throughout its

administration building, kindergarten facilities, classrooms, MPR/food service facility, and support spaces, as well as improving technology infrastructure, playfields, and vehicular areas.

Recognizing these conditions, the Master Construct Program prioritized the reconstruction of the McKinna campus with an entirely new set of facilities, built according to modern State codes, District specifications, and 21st century educational program requirements. New facilities include a two-story classroom building, library, administration space, multipurpose room, playfields, hard courts, and support spaces. Conceptually, the new school would be constructed in the current play field areas allowing for instruction to continue at the older facility until completion of the replacement school construction. The new facility will be accessed from a new parking and drop-off provided at “N” Street. Once completed, the older structures would be demolished and new play fields and remaining support facilities would be constructed in their place.

Pursuant to a competitive Request for Proposals process, selection of an architect and conceptual design was approved by the Board in April 2017. Design of the project has been advanced, with the project anticipated to be submitted to DSA for review by September 2017. In compliance with approved procedures for selecting Lease Lease-Back firms for both preconstruction and construction services, Requests for Proposals were advertised, interviews held, and a recommendation to select a firm is scheduled for Board consideration in June 2017. During preconstruction and project design, the selected firm will provide feedback to maintain a design that can be constructed as proposed within the project budget.

As previously reported, McKinna is to be constructed with an increased number of classrooms which are now proposed as part of an Education Specification modification to future K-5 schools in order to provide additional Transitional Kindergarten and future Special Education facilities, while maximizing potential State aid reimbursement for the project. Based on the adopted specification for the project and current construction costs evidenced for the Elm reconstruction project, it is recommended that the Board accept a recommendation to increase the project budget by approximately \$471,000 to accommodate the increased square footage and support facilities required to meet specification.

3.2.2 SEABRIDGE NEW CONSTRUCTION

The District acquired the Seabridge school site in June 2013 and has filed a grant application with the State Office of Public School Construction (OPSC) for reimbursement of site acquisition costs. As previously reported, State funding had been oversubscribed, with a reimbursement pending the issuance of new State bonds approved by voters in November 2016. Funding now awaits the Governor’s approval to sell these bonds, anticipated for later this year, to replenish the State facilities funding programs and to potentially reimburse the District in early 2018.

Based on the adopted Coastal Commission conceptual site plan, Board specifications for a 620 student K-5 school facility, and current construction costs, the adopted budget to construct Seabridge is approximately \$28.6 million in current dollars. New facilities include a two-story classroom building, library, administration space, multipurpose room, playfields, hard courts, and support spaces.

A Request for Proposals for a project architect was issued in April 2017, responses reviewed in May and a recommended architect and proposed conceptual design is anticipated for Board consideration in August 2017. Particular attention will be focused on California Coastal Commission requirements and the unique joint-use requirements with the City for an adjacent park. Upon the selection of the architect, a Lease/Lease-Back firm will be selected to provide preconstruction and construction services for the project, including feedback throughout the design process to construct the project within budget and per timeline. Design is anticipated to be completed by early 2018, thereafter prompting required review and approval by DSA, the California Department of Education and the submittal of an application with the Office of Public School Construction (OPSC) for State Aid reimbursement of eligible costs.

3.2.3 ROSE AVENUE ELEMENTARY RECONSTRUCTION

Rose Avenue Elementary was built in 1965 on a 9.3-acre site and is operated as a K-5 school with 31 permanent and 3 portable classrooms. The adopted Program recognizes earlier assessments of the site, which found the need for extensive modernization to provide a new media center, modernized classrooms and multipurpose room/food service building, upgraded electrical and other utilities, and improved playfields, vehicular areas, lunch shelters, and play equipment. In lieu of a costly renovation, the Program has adopted a reconstruction plan for the campus.

It 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 would 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.

Though the project is not scheduled to commence construction until 2020, in an effort to maximize potential State funding, the design of Rose Avenue was accelerated to 2017 and an architect selection process has been initiated. As currently envisioned, the project may require construction to be phased so that the District may benefit from additional State funding assistance via the Financial Hardship program, upon the District meeting eligibility requirements and entering the Hardship period. As a result of the anticipated need to comply with Financial Hardship program rules, construction would initially commence with classroom facilities only, while the site continues to utilize existing support facilities. Upon conclusion of the District's anticipated Hardship period, new support facilities would be constructed, thereby completing the replacement campus.

A Request for Proposals for a project architect was issued in April 2017, responses reviewed in May and a recommended architect and proposed conceptual design is anticipated for Board consideration in June 2017. Following the selection of the architect, a request for qualifications and proposals to select a preconstruction and construction services firm for the project will be undertaken for Board consideration to complete the design team. Construction of the project is anticipated to commence in August 2020 and be completed by January 2022. Application for State Aid funding by OPSC will be expedited once design is completed and DSA and CDE approval has been received.

As with McKinna, Rose Avenue is to be constructed with an increased number of classrooms which are now proposed as part of an Education Specification modification to future K-5 schools in order to provide additional transitional kindergarten and future Special Education facilities, while maximizing potential State aid reimbursement for the project. Based on the adopted specification for the project and current construction costs evidenced for the Elm reconstruction project, it is recommended that the Board accept a recommendation to increase the project budget by approximately \$471,000 to accommodate the increased square footage and support facilities required to meet specification.

3.2.4 DORIS/PATTERSON NEW CONSTRUCTION

The District has elected to proceed with the acquisition of a 25-acre parcel at the corner of Doris Avenue and Patterson Road for the construction of a new K-5 and 6-8 middle school facility, plus the potential to accommodate a District administrative center. Various preliminary environmental studies of the property have been conducted and the site has received preliminary approval from the CDE. Negotiations regarding the acquisition of the site remain ongoing. In May 2017, the District held a public hearing in support of a resolution of necessity to acquire the property through an eminent domain proceeding, but the District remains open to acquiring the property through negotiated sale. Efforts to complete compliance with the California Environmental Quality Act (CEQA) process are ongoing, as well as preliminary design effort to further define the project scope.

The identification and selection of several required professional services have been completed over the prior six months, including civil engineering, preliminary architecture, and entitlement consulting. Planning efforts will continue to coordinate presentations as needed with the Ventura County Local Agency Formation Commission (LAFCO) regarding required annexation efforts for the property, as well as coordination with various local agencies and staff, including the City of Oxnard. At the April 19, 2017 Board meeting, a revised conceptual site plan was presented for consideration that incorporated preliminary comments from various agencies. Iteration of this site plan will continue over the next six months as comments are received during the environmental review process now underway.

As approved by the Board, an environmental consultant has been selected to prepare an Environmental Impact Report (EIR) required under the CEQA for the site. The Initial Study has been completed and the public comment period closed on June 9, 2017. A required scoping meeting for the EIR was held on May 22, 2017 to garner feedback from agencies, organizations, and other stakeholders. Over the next six months the Draft Environmental Impact Report will be prepared, advancing progress toward a certified Final EIR.

Upon conclusion of the CEQA process and acquisition of the property, an application to the CDE will be filed for the land acquisition component of the project. Following the completion of design of the new school facilities, a separate application will be filed with CDE. After receiving the required approval from CDE, funding applications will be filed with the OPSC for State Aid.

The proposed site has been planned to accommodate construction of a new grade 6-8 middle school for 1200 students with 48 teaching stations and requisite support facilities and a grade K-5 elementary school

for 700 students with 28 teaching stations and requisite support facilities, both per State standards. Given ongoing environmental and State agency approvals underway for the project, it is recommended that original educational specifications for the project be maintained at this time.

3.2.5 BREKKE ELEMENTARY NEW KINDERGARTEN/FLEX CLASSROOM FACILITIES

Brekke Elementary School was built in 1997 and further improved in 2014 as a part of the District's Facilities Implementation Program in order to convert an existing classroom into a fourth kindergarten classroom, thereby meeting original specifications for kindergarten adopted in 2013 and enabling expansion of full day kindergarten programs.

As previously described in the proposed educational specifications, there is a District need for additional kindergarten classrooms to accommodate a growing enrollment due to the transitional kindergarten program immediately as well as to accommodate future Special Education requirements. As such, a fifth Kindergarten classroom is proposed to be constructed, along with a Flex Classroom that may support TK/Kindergarten needs as well as potential Special Education program uses. The two classrooms are proposed to be constructed with related support space, including restrooms and storage.

For Brekke, two options are proposed for consideration. Two new modular classrooms may be built northwest of the existing kinder play area, or to the east of the existing play area. Both options locate the new buildings close to existing kindergarten classrooms, kindergarten play areas, and drop-off zones allowing the new classrooms to interact with the existing program. A final determination for Board consideration is anticipated at the August 2017 meeting at which time a proposed architect and conceptual plan will be presented. A modular classroom approach is proposed due to its ability to be integrated with the school's existing design while accelerating DSA approval and thus construction of the proposed facilities as quickly as possible.

It is recommended that the Board accept a recommendation to increase the project budget by approximately \$1.2 million to accommodate the increased square footage and support facilities required to meet specification and adjust the timeline to address this need for the 2017-2018 fiscal year. The budget and timeline for the additional administrative and program support space to meet specifications and requirements for K-5 schools remain unchanged at this time.



3.2.6 MCAULIFFE ELEMENTARY NEW KINDERGARTEN/FLEX FACILITIES

McAuliffe Elementary School was built in 1989 and like Brekke further improved in 2014 as a part of the District’s Facilities Implementation Program to convert an existing classroom into a fourth kindergarten classroom to meet the original 2013 specifications for kindergartens and enable expansion of full day kindergarten programs. Likewise, there is a District need for additional kindergarten classrooms to accommodate a growing enrollment due to the transitional kindergarten program immediately as well as to accommodate future Special Education requirements. As such, a fifth Kindergarten classroom is proposed to be constructed, along with a Flex Classroom that may support TK/Kindergarten needs as well as potential Special Education program uses.

At McAuliffe, one option under consideration is to construct two detached modular classrooms to the northwest of the existing classroom building, both parallel to the perimeter of the Kindergarten playground. Another option under study would expand the perimeter of the Kindergarten playground to the west, thereby enabling the construction of new classrooms on the eastern side of the existing playground. In both cases, new buildings are located close to the existing kindergarten classrooms, kindergarten play area and required drop-off location, allowing the new classrooms to interact with the existing program without impacting existing facilities. A final determination for Board consideration is

anticipated at the August 2017 meeting at which time a proposed architect and conceptual plan will be presented. A modification to the budget is proposed for Board consideration to increase the project budget by approximately \$1.2 million to accommodate the increased square footage and support facilities required to meet specification and adjust the timeline to address this need for the 2017-2018 fiscal year. The budget and timeline for the additional administrative and program support space to meet specifications and requirements for K-5 schools remain unchanged at this time.



3.2.7 RAMONA ELEMENTARY NEW KINDERGARTEN/FLEX FACILITIES

Ramona Elementary School was built in 1999 and was the District's newest K-5 school site prior to the completion of the new Harrington School. The site currently houses three permanent Kindergarten classrooms in addition to a preschool program housed in relocatable facilities.

Two additional Kindergarten classrooms are proposed to be constructed to reach a site total of five Kindergarten classrooms per recommended educational specifications. For Ramona, these classrooms are being proposed south of the existing kindergarten play area, allowing the new classrooms to interact with the existing kindergarten classrooms, and utilize the existing kindergarten play area. Special Education classroom space to meet specifications may be considered for incorporation into planned additional administrative and program support space in the future, however the budget and timeline for these improvements remain unchanged at this time. In an effort to address the immediate Kindergarten

needs, the timeline for this project has been accelerated to the 2017-2018 fiscal year and a \$1.2 million modification to the budget is proposed for Board consideration.



3.2.8 RITCHEN ELEMENTARY NEW KINDERGARTEN/FLEX FACILITIES

Ritche Elementary School was built in 1992 and further improved in 2014 as a part of the District’s Facilities Implementation Program in order convert an existing classroom into a fourth kindergarten classroom to meet the 2013 specifications for kindergarten areas and enabling expansion of full day kindergarten programs. To meet the new proposed specifications, additional Kindergarten classroom is proposed to be constructed, along with a Flex Classroom that may support TK/Kindergarten needs as well as potential future Special Education program uses, both sharing related support space (restrooms, storage, etc.).

For Ritche, two new modular classrooms are being proposed on the eastside of the existing kindergarten play area. This location allows the new classrooms to interact with the existing kindergarten classrooms, and utilize the existing kindergarten play area. A modification to the budget of approximately \$1.2 million is proposed to incorporate proposed improvements and to accommodate a timeline for this project to be completed in the 2017-2018 fiscal year. The budget and timeline for the additional administrative and program support space to meet specifications and requirements for K-5 schools remain unchanged at this time.



Additional administrative and program support space to meet specifications and requirements for K-5 schools continue to be planned for the final phase of the program, with the budget and schedule for these improvements unchanged at this time.

3.3 RECOMMENDATIONS

Over the next six-month period, the work program proposes continued Board review and consideration of project updates, as presented through an ongoing series of workshops and policy discussions. It is recommended that the Board accept recommendations within this section to adjust project budgets, schedules and timelines as indicated.

PROGRAM FUNDING & EXPENDITURES

This section reviews existing and anticipated sources of funds for implementing the proposed facilities identified in this report for the Master Construct and Implementation Program. Major funding sources include Measure “R” bond proceeds, developer fees, Mello Roos funds, capital program balances, and future general obligation bond proceeds under the recently approved Measure “D”. The program also seeks to maximize State aid grants for modernization and new construction of school facilities as State funds become available under the State School Facilities Program (SFP).

To date, all Mello Roos and Measure “R” bond proceeds have been received, and available capital program balances have been applied towards Phase 1 improvements. Local developer fees continue to flow into the program as additional residential construction is approved within the boundaries of the District. Approved by District voters in November 2016, Measure “D” provides \$142.5 million in general obligation bond authorization to fund additional facilities improvements.

The State Allocation Board (SAB) is currently reviewing proposed regulatory amendments to the program, expected for consideration by the SAB at its June 2017 meeting. The amendments call for increased accountability measures in regard to expenditures of State funds and are discussed in further detail below. To date, approximately \$18.1 million in State aid reimbursement applications by the District await allocation from the SAB. A plan for receiving additional allocations is included in the following portions of this section.

4.1 STATE MATCHING GRANTS

Through the Office of Public School Construction (OPSC), the State of California provides funding assistance to eligible public school districts through the SFP. OPSC operates various programs pursuant to State Law and provides projects to be considered by the SAB for specific funding. Funding is provided to school districts in the form of per pupil grants, with supplemental grants for site development, site acquisition, and other project specific costs. Pupil grant amounts are periodically reviewed for increase by the SAB.

The program provides new construction and modernization grants to construct new school facilities or modernize existing schools. To receive State grants, a district is required to match the grant portion of

the cost of an eligible project from available district funds. This may include proceeds from local general obligation bonds, developer fees, and a district's general fund.

Historically, project funding by the State has been supported through the periodic approval of State bonds for school improvements by California voters. With the November 2016 approval of Proposition 51, \$3.0 billion is earmarked for K-12 new construction programs, and \$3 billion for K-12 modernization programs. Up to this point, the State has been accepting applications as of the date they were submitted and has been allocating approvals by establishing a dual list system.

Proposition 51 is designed to replenish the SFP. The only significant anticipated changes are the implementation of a grant agreement and a more defined audit procedure. The changes were enacted as a result of a 2016 State audit of the Proposition 1D SFP. The audit found instances in which school districts inappropriately used school facilities bond funding to purchase vehicles, tractors, tablets, golf carts, mascot uniforms, and custodial/cleaning supplies. To ensure the appropriate use of all SFP funds and effective program accountability and oversight, the OPSC presented recommended proposed regulatory amendments to the SAB at its April 2017 meeting to increase program accountability.

The recommendations included a required comprehensive grant agreement and local independent audits of expenditures from State funds. Districts would be required to enter into a grant agreement at the time of submitting an application for funding. For applications already submitted that are on the "Applications Received Beyond Authority List", grant agreements would be required as a condition of placement on the "Unfunded List". The District's submitted applications are currently on the "Applications Received Beyond Authority List". Most notable in the grant agreement is that the agreement would disallow expenditures that have been previously eligible, such as technology (e.g., computer and iPads). It is anticipated that the SAB will take action on a final grant agreement at its June 2017 meeting.

The Board will be kept informed in the interim as necessary to incorporate any changes to the SFP as a result of these actions. The Master Construct and Implementation Program has been designed to optimize available and anticipated State grants for planned improvements with the District continuing to participate in the SFP for modernization and new construction. These programs are summarized below as well as the District's current and projected eligibility for program funding. Applications that have been approved by the District and submitted to OPSC are catalogued as well and projected applications for potential funding of additional projects are also presented.

4.1.1 STATE AID MODERNIZATION

The State's Modernization Program provides state funds on a 60-40 state and local sharing basis for improvements that educationally enhance existing school facilities. Eligible projects include modifications such as air conditioning, plumbing, lighting, and electrical systems. Applications are submitted to the OPSC in two stages:

1. **Eligibility:** Modernization eligibility is established separately for each school site and requires that permanent facilities be at least 25 years old and portable facilities be at least 20 years

old. Students must be enrolled in those facilities based on State classroom loading standards of 25 per classroom for grades K-6 and 27 per classroom for grades 7-8. Once established, site eligibility is not subject to annual review.

2. **Funding:** A district with modernization eligibility may request funding on a 60-40 State grant/local match basis. The 2017 pupil grant is currently \$4,228 for grades K-6 and \$4,472 for grades 7-8. Eligible costs include design, construction, educational technology, testing, inspection, furniture and equipment. Limited supplemental funding is available for excessive cost such as fire safety and accessibility improvements. Grant levels are periodically reviewed by the State. Program funding is subject to project performance and certification at the completion of construction.

Under SB 50, the State provides the option of a “like for like” approach towards utilizing available modernization eligibility towards new construction. The “like for like” approach allows school districts to utilize modernization funding for new construction projects, if the new construction is replacing a facility with a similar facility that requires modernization. These funds do not affect a district’s new construction eligibility pupil grants and are in addition to any available new construction funding. Funds allocated under “like for like” would be based on the modernization grant eligibility on a site by site basis. The District has previously utilized this strategy for the Harrington reconstruction project, and will continue to utilize it where applicable on the planned reconstruction projects.

Table 5: Estimated Modernization Eligibility - 60-40 Program

School Site	CRMs	Phase I (FY 2013-17)		Phase II (FY 2018-20)		Phase III (FY 2021-25)		Phase IV (FY 2026-29)		Total Amount
		CRMs	Amount	CRMs	Amount	CRMs	Amount	CRMs	Amount	
Brekke	29	0		2	\$211,400	27	\$2,853,900	0		\$3,065,300
Chavez	27	0		0		0		27	\$2,853,900	\$2,853,900
Curren	37	0		0		2	\$211,400	35	\$3,699,500	\$3,910,900
Driffill	22	0		0		0		22	\$2,325,400	\$2,325,400
Elm	31	0		19	\$2,008,300	0		12	\$1,268,400	\$3,276,700
Frank	52	0		45	\$5,433,480	5	\$603,720	2	\$241,488	\$6,278,688
Fremont	36	0		2	\$241,488	0		34	\$4,105,296	\$4,346,784
Harrington	3	0		3	\$317,100	0		0		\$317,100
Haydock	37	32	\$3,863,808	0		5	\$603,720	0		\$4,467,528
Kamala	33	0		5	\$528,500	1	\$105,700	27	\$2,853,900	\$3,488,100
Lemonwood	32	3	\$317,100	7	\$739,900	0		22	\$2,325,400	\$3,382,400
Marina West	31	4	\$422,800	6	\$634,200	0		21	\$2,219,700	\$3,276,700
Marshall	27	0		0		0		27	\$2,853,900	\$2,853,900
McAuliffe	39	34	\$3,593,800	2	\$211,400	2	\$211,400	1	\$105,700	\$4,122,300
McKinna	31	7	\$739,900	4	\$422,800	3	\$317,100	17	\$1,796,900	\$3,276,700
Ramona	52	0		24	\$2,536,800	0		28	\$2,959,600	\$5,496,400
Ritchen	30	28	\$2,959,600	2	\$211,400	0		0		\$3,171,000
Rose	34	0		3	\$317,100	0		31	\$3,276,700	\$3,593,800
Sierra Linda	37	8	\$845,600	8	\$845,600	0		21	\$2,219,700	\$3,910,900
Soria	0	0		0		0		0		\$0
Total	620	116	\$12,742,608	132	\$14,659,468	45	\$4,906,940	327	\$35,105,484	\$67,414,500
Submitted Applications										
Project 1 - Fremont	8		\$965,952							
Project 1 - McAuliffe	1		\$105,700							
	9		\$1,071,652							
Remaining Eligibility	107	107	\$11,670,956	132	\$14,659,468	45	\$4,906,940	327	\$35,105,484	\$66,342,848

*Current dollars

Table 5 summarizes the District’s eligibility for State modernization grants for permanent and portable facilities, provides a summary of submitted applications, and illustrates remaining eligibility after applications are submitted. The estimated grant amounts have been updated to reflect the 2017 per pupil grant amounts approved by the SAB. These are estimated based on an inventory maintained by the District for each school site relative to age of classroom facilities. This amount takes into consideration previously filed applications that are pending an apportionment. The District is currently eligible for approximately \$12.7 million in State modernization (including approximately \$1 million in prior modernization applications awaiting apportionment). By 2020, the District is projected to be eligible for an additional \$14.6 million in Phase 2 funding. Thereafter, an additional \$4.9 million is estimated by 2025 and \$35.1 million by 2029. All modernization projects require a local match to be provided by the District, unless Financial Hardship is utilized.

4.1.2 STATE AID NEW CONSTRUCTION

The State’s New Construction Program provides State funds on a 50/50 State and local sharing basis for eligible projects that add permanent classroom capacity to a school district. The goal is to add capacity to school districts to house students, including the construction of a new school or the addition of classrooms to an existing school. Applications are submitted to the OPSC in two stages:

1. **Eligibility:** Eligibility for new construction funding is not site specific and is determined by the gap between a district’s projected enrollment and its existing permanent classroom capacity. Classroom capacity is based on State loading standards of 25 students per classroom for grades K-6 and 27 students per classroom for grades 7-8. Historical and projected student enrollment, plus approved, but not yet built residential units, are utilized to estimate the gap between the amount of future students and the current ability to house students in permanent facilities. Portable classrooms are not counted by the State as being permanently available to house pupils. Until approved for construction, eligibility is subject to annual review.
2. **Funding:** Once eligibility is approved, a district may apply for funding on a 50/50 State grant/local match basis. The 2017 pupil grant is currently \$11,104 for grades K-6 and \$11,744 for grades 7-8, and is counted based on each student found to exceed a district’s permanent capacity to house students. Eligible costs include design, construction, testing, inspection, furniture and equipment, and other costs closely related to the actual construction of school buildings. Supplemental grants are available for site acquisition, utilities, on/off-site and general site development, and other excessive costs. Grant levels are periodically reviewed by the State.

Table 6 summarizes the District’s estimated new construction eligibility. The estimated grant amounts have been updated to reflect the 2017 per pupil grant amounts approved by the SAB. The District is eligible for approximately \$74.1 million in new construction grants, including \$63.2 million for grades K-6 and \$10.9 million for grade levels 7-8. These amounts continue to be subject to a local match requirement

by the District equal to the amount of the total State grant. If enrollment continues to grow, the amount of State eligibility for new construction is expected to increase. The estimated eligibility is available district wide, but subject to the availability of funding from the SFP.

Table 6: New Construction Eligibility (50/50)

Grade Level	Eligible Pupils	Grant Value (2017)	*Est. Grant Amount (50%)	Est. Local Match (50%)
K-6	5,691	\$11,104	\$63,192,864	\$63,192,864
7-8	932	\$11,744	\$10,945,408	\$10,945,408
Total	6,623		\$74,138,272	\$74,138,272

** Does not include State reimbursements for land acquisition.*

For purposes of the considering total eligibility, the State does not differentiate between Transitional Kindergarten (TK) and Kindergarten, general purpose classrooms, or Special Education/SDC classrooms. Pursuant to State definitions, students enrolled in a Special Education program are typically housed in a Special Day Class (SDC) labeled as *Severe* typically for those students whose needs require facilities designed specifically for the severely handicapped and *Non-Severe* for other students whose needs are accommodated in classroom space outside of general education classrooms. For 2017, the State’s pupil grant for classrooms housing Severe programs is \$31,202 per pupil, loaded at a standard of 9 students per classroom, and the grant for classrooms housing Non-Severe programs is \$20,867 per pupil, loaded at a standard of 13 students per classroom. Given the greater grant amounts per pupil and fewer pupils per classroom as compared to classrooms utilized for general education, the District may be able to generate additional new construction reimbursement, while using fewer total pupil grants than would be required to generate the same funding for general education classrooms.

Based on current enrollment in Special Education programs, were the District to elect to construct facilities to house 298 Non-Severe students and 251 Severe students, the District may be eligible for up to approximately \$14 million in new construction grants, as shown in Table 7 below. This approach is proposed to be used to fund the increase in K-5 Educational Specifications.

Table 7: New Construction Eligibility from SDC Enrollment (50/50)

Grades K-8	2016-17 Enrollment	Grant Value (2017)	Est. Grant Amount (50%)	Est. Local Match (50%)
Non-Severe	298	\$20,867	\$6,218,366	\$6,218,366
Severe	251	\$31,202	\$7,831,702	\$7,831,702
Total	549		\$14,050,068	\$14,050,068

4.1.1.3 FINANCIAL HARDSHIP FUNDING

The State also provides a Financial Hardship Program to assist districts that cannot provide all or part of their local match for an approved modernization or new construction SFP project. At this time, it appears that the District may be eligible for financial hardship. In Financial Hardship, the State funds its normal grant amount, and if a district is found to be eligible, provides an additional grant amount equal to the portion of the match that would have been required to be funded by a district. This in effect increases

the amount of grant funding a district would otherwise receive. To qualify, a district must be charging the maximum developer fee and meet one of the following criteria:

- Bonded indebtedness of 60 percent or greater
- Successful passage of a Proposition 39 Bond
- District total bonding capacity of less than \$5 million

In addition, it must meet at least two of the following criteria:

- District has placed on the ballot within the last four years a local general obligation bond
- Bond received at least 50 percent yes votes
- Debt has been issued for capital outlay obligations at a level of at least 30 percent of the district's total bonding capacity
- At least 20 percent of the district's teaching stations are relocatable classrooms

Under the current Financial Hardship Program, a district must have exhausted all unencumbered capital fund balances available for modernization or new construction at the time of application. In addition, any funds that become available during the time the District is in the Hardship period will reduce the amount of the State's grant in lieu of the District's match, proportionally. Audits of available capital facilities funding (e.g., Funds 21, 25, 35, 40, 10) are required throughout the project period that a District is in Hardship funding and at "close out", or completion of the project. Until approved for construction, eligibility is subject to review every 6 months. A district can apply for planning funds for site acquisition, DSA submittals and construction.

The Oxnard District has exceeded its net bonding capacity and meets more than two of the subsequent criteria, including the 30 percent capital outlay obligations and the teaching station requirement. Except for land acquisition and some site service costs, 100 percent hardship grant funding does not typically equate to 100 percent of the total development costs associated with the design and construction of an eligible project. Often projects must be phased, alternate methods of construction (e.g. modular) must be employed to achieve the desired space requirement for housing students or additional bond funding must be provided thereafter to complete a hardship project. Financial hardship funding is proposed to be used strategically, with careful consideration to minimize the impact on the use of other sources of funding as identified above. Potential Hardship funding sites include Rose Avenue, Sierra Linda and Marina West.

4.1.4 JOINT USE FUNDING

The SFP also provides a Joint-Use Program that allows school districts to utilize a joint-use partner and State funding to build a joint-use project the District would not otherwise be able to build due to lack of financial resources or SFP eligibility. For school districts, prior projects that have been funded by the State have included multipurpose rooms, gymnasiums and sport facilities. The State and local contribution to a

joint-use project is 50/50. The State provides 50% of the project cost; with a maximum State contribution of \$1 million for an elementary school, \$1.5 million for a middle school and \$2 million for a high school. Participating districts must enter into a joint-use agreement with a joint use-partner. The program does not require the use of modernization or new construction pupil grants.

The joint-use partner must match a minimum of 25% of the eligible project costs. If a district has passed a General Obligation (G.O.) bond which specifies that the monies are to be used specifically for the joint-use project, the district can opt to pay up to the full 50% local share of eligible costs. Anything beyond the eligible project costs is the responsibility of the joint use partner and/or the district.

The State has not been accepting applications for joint-use up to this point due to lack of funding. However, with the passage of Proposition 51, it is anticipated that Joint Use Program may be replenished for an amount up to \$500 million dollars. 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. Absent the advanced funding for project design and approval by DSA, the soonest the District may qualify for joint-use funding is 2018, when the first of these projects is anticipated to receive DSA approval. To the extent funds are still available at that time, the District could submit for funding of these projects. The proposed Fremont gym is an example of where this type of grant funding may be applicable given its proposed schedule for design.

Table 8 provides a review of potential joint use grant opportunities for planned MPR and gymnasium improvements totaling approximately \$10.2 million in grant eligibility.

Table 8: Potential Joint Use Grants for MPR/Gym Projects

Uses	Total Cost	50% of Project Cost	Potential Joint Use Grant*
Driffill K-8	\$ 7,647,733	\$ 3,823,867	\$ 1,500,000
Chavez K-8	\$ 2,007,579	\$ 1,003,789	\$ 1,003,789
Curren K-8	\$ 4,581,500	\$ 2,290,750	\$ 1,500,000
Kamala K-8	\$ 2,084,539	\$ 1,042,270	\$ 1,042,270
McAuliffe ES	\$ 1,440,725	\$ 720,363	\$ 720,363
Brekke ES	\$ 697,557	\$ 348,779	\$ 348,779
Ritchen ES	\$ 3,269,888	\$ 1,634,944	\$ 1,000,000
Ramona ES	\$ 1,755,474	\$ 877,737	\$ 877,737
Fremont MS	\$ 5,557,436	\$ 2,778,718	\$ 1,500,000
Haydock MS	\$ 1,500,000	\$ 750,000	\$ 750,000
Total	\$ 30,542,431	\$ 15,271,215	\$ 10,242,937

**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*

4.1.5 REMAINING AND PROPOSED USE OF NEW CONSTRUCTION ELIGIBILITY

Table 9 presents the New Construction applications that have been filed with the OPSC, indicating approximately \$17 million in submitted applications. This amount has been updated to reflect the 2017 per pupil grant amounts and represents the estimated base grant and excludes any additional anticipated

allowances for site development and SDC pupils, which may increase the potential overall grant amount upon apportionment. Per the current regulations, the District has secured its place in line for these applications as part of the State’s “Acknowledge List”, a term applied for applications that have been reviewed, meet all necessary components for OPSC and will be forwarded to SAB for approval upon receipt of additional funding of the SFP by the State. Per the anticipated regulatory changes to be approved by the State Allocation Board, these applications may be subject to the proposed new regulations requiring grant agreements as a condition of placement on the “Unfunded List”. The “Unfunded List” are those applications that have met all requirements for the “acknowledged List” and have been approved by the SAB, but remain unfunded due to lack of available funds.

As noted in Table 9, a land purchase application of approximately \$6.5 million has been filed with the State for the Seabridge property. Subject to review and audit by the OPSC at the time funds are received by the District, the land acquisition grant may be adjusted to reflect the 50% of the reimbursement for the actual total costs.

Table 9: Submitted New Construction Applications

	Pupil Grants			Est. Grant
	K-6	7-8	Total	Amount
Current Eligibility	5,691	932	6,623	\$74,138,272
<i>Less applications filed for:</i>				
Harrington School	807	0	807	\$8,960,928
Driffill	0	132	132	\$1,550,208
			Subtotal	\$63,627,136
<i>Plus Seabridge Land Purchase¹</i>				
				\$6,517,350
Total	807	132	939	\$70,144,486
Total grant amount remaining	4,884	800	5,684	\$63,627,136

1. No pupil grants required

Taking into consideration the applications that have been filed, the District’s total remaining eligibility is estimated to be \$63.6 million of remaining pupil grants, based on the State’s 50/50 match program. The State does not deduct pupil grants from the total eligibility for land acquisition, therefore pupil grants are not reported for the Seabridge land purchase and the grant amount is not deducted from the eligibility.

Table 10 on the following page provides a summary of proposed new construction applications to be submitted and has been updated to reflect the 2017 per pupil grant amounts. These estimated amounts exclude any grants utilized for SDC classrooms described earlier. Approximately \$20.7 million is anticipated to be reimbursed from Measure “R” Phase I projects including Elm, Lemonwood, and Marshall. Approximately \$33.3 million is anticipated to be filed under Measure D for five new school projects under the State’s 50/50 matching program. A local match would be required to obtain State funding for these future projects, plus any additional amounts necessary to complete the total required school construction costs identified in this report. In the final phase of implementation, a Financial Hardship strategy is proposed to be used to reconstruct Sierra Linda and Marina West, as well as Rose Avenue during Phase 3, if needed.

Table 10: Anticipated Remaining New Construction Applications

	Remaining New Construction Grants			Grant Amount
	K-6	7-8	Total	
Remaining pupil eligibility	4,884	800	5,684	
<i>Less SDC pupils used</i>	228	48	276	
	4,656	752	5,408	\$60,531,712
<i>Less grants for Measure "R" projects to be used at:</i>				
Elm	587	0	587	\$6,518,048
Lemonwood	643	279	922	\$10,416,448
Marshall	108	216	324	\$3,735,936
Total grants used	1,338	495	1,833	\$20,670,432
<i>Less grants for Measure "D" projects to be used at:</i>				
Reconstruction of McKinna	715	0	715	\$7,939,360
New K-5 at Seabridge	612	0	612	\$6,795,648
Reconstruction of Rose*	710	0	710	\$7,883,840
New K-5 at Doris/Patterson	687	0	687	\$7,628,448
New 6-8 at Doris/Patterson	0	257	257	\$3,018,208
Total grants used	2,724	257	2,981	\$33,265,504
Balance of Pupil Grants Remaining	594	0	594	\$6,595,776

*Available for hardship funding if needed

4.2 DEVELOPER FEES

Developer fees are fees that are paid by residential property developers to school districts to mitigate the impact created by new residential development within a school district's boundaries on the demand for school facilities. Fees are paid to a school district as a condition of obtaining a building permit from the city or county for a construction project. The fees are typically assessed on a square foot basis and can vary by the property's intended use.

In April 2017, the District adopted a School Facilities Needs Analysis to establish and justify the collection of Level 2 developer fees at a rate of \$3.71 per square foot for all new future residential units built within the District's boundaries. Based on projected development from the District's development fee study consultant, an estimated \$11 million is anticipated to be collected over the next five years.

4.3 GENERAL OBLIGATION BONDS

General obligation (G.O.) bonds are the most widely used and efficient method of financing school facility improvements in California. More than 600 school districts in the State have issued G.O. bonds to finance necessary improvements. These bonds are secured by an annual levy on all taxable parcels within the boundaries of a school district. The levy is based on the assessed value of a parcel as determined by the County, pursuant to Proposition 13. Traditionally, G.O. bonds carry far lower interest and issuance costs than other financing options. Buyers of most California school bonds receive an exemption from state and

federal taxes on the interest portion of the bonds purchased, allowing for a lower rate of interest to a district to finance improvements over time.

The Master Construct and Implementation Program utilizes two G.O bond measures: Measure “R” approved by voters in 2012 and Measure “D” approved by voters on November 8, 2016. Measure “R” authorized the sale of \$90 million in G.O. bonds and has been used to support the reconfiguration of school facilities, provide the local funding to reconstruct Harrington, Elm, and Lemonwood, and to provide additional grade 6-8 capacity at Marshall. To date, all bonds from Measure “R” have been sold and the District is awaiting State reimbursements to fund additional projects.

Measure “D” authorized the District to issue \$142.5 million in G.O. bonds to construct additional improvements. Proceeds from Measure “D” will also be used to meet the local match requirement for State school facility grants and to fund proposed improvements directly. In March 2017, the District issued approximately \$81 million in Measure “D” bonds leaving approximately \$61.5 million in remaining Measure “D” authorization to be issued in the future.

4.4 PROJECT EXPENDITURE TO DATE

A budget and expenditure tracking protocol has been established and utilized for Phase 1 and Phase 2 projects under current implementation. As of the December 2016 Semi-Annual Report, the total Phase 1 and Phase 2 budget was approximately \$307.5 million, inclusive of the program reserve. Table 11 below also includes approximately \$7.9 million budget for land acquisition for the Doris Patterson site, funded by a District Certificate of Participation (COP). 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 11 provides a summary report of expenditures made for the Program during the period July 1, 2012 – April 30, 2017. 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 2016 Semi-Annual Report. Once the recommended budget adjustments are approved as part of this June 2017 report, subsequent expenditure reports will reflect the revised budget value.

Table 11: 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 ¹	
Acquire Site New Elem K-5	\$7,735,282	\$7,670,058	\$34,158	\$0	\$46,736	\$5,900	\$7,756,852
Doris/Patterson Acquire Land	\$7,920,000	\$0	\$0	\$0	\$106,450	\$208,628	\$315,078
Doris/Patterson LAFCO Planning	\$660,000	\$0	\$14,625	\$37,345	\$32,179	\$69,794	\$153,943
Design & Reconstruct Harrington Elem K-5	\$23,846,732	\$147,865	\$1,443,632	\$12,232,926	\$9,704,621	\$197,580	\$23,726,624
Design & Reconstruct Lemonwood Elem K-8	\$36,275,327	\$149,368	\$820,991	\$1,472,424	\$1,764,312	\$11,388,155	\$15,595,249
Design & Reconstruct Elm Elem K-5	\$25,176,943	\$0	\$327,354	\$1,187,076	\$335,994	\$1,638,456	\$3,488,880
Design & Construct Seabridge K-5	\$28,568,432	\$0	\$0	\$0	\$0	\$213,222	\$213,222
Design & Reconstruct McKinna K-5	\$31,036,798	\$0	\$0	\$0	\$0	\$231,644	\$231,644
Design & Reconstruct Rose K-5	\$5,739,807	\$0	\$0	\$0	\$0	\$85,679	\$85,679
Design & Construct Doris/Patterson K-5	\$29,556,164	\$0	\$0	\$0	\$415,705	\$0	\$415,705
Design & Construct Doris/Patterson 6-8	\$49,057,213	\$0	\$0	\$0	\$0	\$0	\$0
Design & Improve K-5 Kindergarten Facilities							
Ritchen	\$456,837	\$16,510	\$71,028	\$342,057	\$16,563	\$119	\$446,277
Brekke	\$276,090	\$12,143	\$56,948	\$199,637	\$6,513	\$112	\$275,352
McAuliffe	\$336,509	\$11,997	\$86,597	\$214,704	\$8,898	\$107	\$322,303
Driffill	\$409,771	\$51,334	\$56,711	\$242,911	\$0	\$817	\$351,773
Total K-5 Kindergarten Facilities	\$1,479,208	\$91,984	\$271,284	\$999,309	\$31,974	\$1,155	\$1,395,706
Design & Construct Science Labs/Academies							
Chavez	\$649,009	\$17,933	\$166,888	\$443,769	\$19,273	\$182	\$648,044
Curren	\$598,330	\$17,261	\$116,969	\$445,779	\$17,485	\$176	\$597,670
Kamala	\$619,123	\$17,672	\$153,494	\$429,118	\$18,299	\$186	\$618,769
Haydock	\$1,075,212	\$63,841	\$297,052	\$664,821	\$23,810	\$25,687	\$1,075,212
Fremont	\$1,893,735	\$84,699	\$503,222	\$1,209,388	\$12,709	\$83,718	\$1,893,735
Total Science Labs/Academies	\$4,835,409	\$201,406	\$1,237,625	\$3,192,875	\$91,576	\$109,948	\$4,833,430
Project 1 Remaining Adjustment	\$151,678						
Pre-Kindergarten Improvements							
Harrington	\$1,083,351	\$0	\$0	\$8,878	\$85,838	\$21,759	\$116,474
Lemonwood	\$860,386	\$0	\$0	\$7,051	\$10,933	\$7,706	\$25,690
Total Pre-Kindergarten Improvements	\$1,943,737	\$0	\$0	\$15,929	\$96,771	\$29,465	\$142,164
Ritchen New Special Day Classroom	\$175,000	\$0	\$0	\$9,011	\$100,210	\$0	\$109,221
Marshall K-8 12 Classroom Addition	\$8,097,558	\$0	\$0	\$80,199	\$553,081	\$108,000	\$741,280
FF&E Allowance	\$5,373	\$0	\$0	\$0	\$0	\$0	\$0
Planning related to MPRs for P/P K-8 Schools	\$175,000	\$0	\$0	\$0	\$202,035	(\$25,382)	\$176,653
Fremont MS Gym	\$5,557,436						
Technology Phase 1	\$11,216,175	\$1,280,984	\$7,493,461	\$2,164,602	\$269,612	\$875,177	\$12,083,836
Technology Phase 2	\$9,000,000	\$0	\$0	\$0	\$0	\$0	\$0
Program Planning	\$150,474	\$150,000	\$474	\$0	\$0	\$0	\$150,474
Program Reserve	\$27,076,520						
TOTAL	\$315,436,265	\$9,691,666	\$11,643,603	\$21,391,694	\$13,751,259	\$15,137,421	\$71,615,643

Notes:

1. Fiscal Year 2016-17 expenditures are as of April 30, 2017
2. Budgets have been adjusted per the December 2016 Master Construct and Implementation Program approved by Board
3. Budget adjusted to include Doris/Patterson land acquisition of \$7.9 million funded from District COP
4. Figures presented above are unaudited

As of April 30, 2017, approximately \$71.6 million has been expended for the Program. The District has also expended approximately \$28.5 million in expenditures outside of the program for other facilities related needs, for a total of \$100.1 million in total construction fund expenditures for the duration of the Program to date. Detailed expenditure reports, broken down into subcategories of spending have been prepared and submitted to District staff, and are available for review by the Board and Citizens Oversight Committee.

MASTER BUDGET & SCHEDULE

The Master Construct and Implementation Program provides a consolidated master budget and schedule which merges and integrates the Measure “R” and Measure “D” bond programs and proposed projects and relies on other local funding, including developer fees, Mello Roos funds, and capital program balances. The Program also seeks to maximize State aid reimbursements for modernization and construction of school facilities as State funds become available.

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 \$440.4 million, inclusive of a Program Reserve to accommodate changes in program as mandated from time to time by the State and as may be needed to accommodate local program requirements. Each project is unique in its scope, schedule, and amount of funding. All projects must be addressed with the amount of available funding. The budget represents an “all-in” master program budget that combines hard construction costs with anticipated soft costs (e.g., design fees, contractor’s fees, consulting services, testing and inspection services, agency approval fees, etc.) resulting in the total cost estimated to fully implement the Program.

The following components update the Board on the status of the previously adopted master budget, schedule and timeline as of the December 2016 six-month review and recommended adjustments for the next six-month period. During this period, changes to the District’s educational specifications are proposed to provide additional classroom facilities to accommodate TK/Kindergarten and Special Education Programs. Other adjustments include proposed budget increases to current construction projects due to specific project construction needs and required professional services as previously approved by the Board.

5.1 ADOPTED MASTER CONSTRUCT AND IMPLEMENTATION PROGRAM BUDGET

Table 12 below presents the Adopted Master Construct and Implementation Program Budget as of December 2016 and identifies available sources of funding and anticipated expenditures. Funded from a combination of local and State resources, the total adopted budget for all proposed four phases is approximately \$440.4 million, of which approximately \$307.5 million is for Phase 1 and Phase 2 projects. Each phase continues to carry a Program Reserve to accommodate changes in program as mandated from time to time and as may be needed to accommodate local program 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
- anticipated completion of a Guaranteed Maximum Price (GMP) contract for the Marshall grade 6-8 expansion project and construction bid process for the Harrington Child Development Center by June
- 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 Rose Avenue K-5 schools
- construction of a new Seabridge K-5
- acquisition of a site and construction of a new Doris/Patterson K-5 and 6-8 schools
- construction of a gym at Fremont middle school
- upgrades to the technology program to maintain 21st Century Facilities standards and connectivity.

Phase 3 is projected to begin in 2021 and provides additional MPR improvements for remaining K-5 and K-8 schools, as well as middle school gymnasium/multipurpose room improvements at Haydock. An allowance is also provided for continued technology implementation. Support facility improvements at Brekke, McAuliffe, Ramona, and Ritchen, as well as completing the construction for Rose Avenue K-5 is also included.

Phase 4 begins in 2026 and completes the Program. Phase 4 reconstructs Marina West and Sierra Linda K-5 schools. Multipurpose room improvements are also planned at Driffill to accommodate the opportunity to further consider the reconfiguration of the site.

Table 12: Adopted Master Construct & Implementation Program Budget

Sources	Est. Total	Phase 1	Phase 2	Phase 3	Phase 4
Measure "R"					
Series A	\$ 18,390,000	\$ 18,390,000	\$ -	\$ -	\$ -
Series B	\$ 25,500,000	\$ 25,500,000	\$ -	\$ -	\$ -
Series C	\$ 15,750,000	\$ 15,750,000	\$ -	\$ -	\$ -
Series D	\$ 30,360,000	\$ 30,360,000	\$ -	\$ -	\$ -
Total Measure "R" Bonds	\$ 90,000,000				
Master Construct Authorization					
Series A	\$ 81,000,000	\$ -	\$ 81,000,000	\$ -	\$ -
Series B	\$ 23,700,000	\$ -	\$ 23,700,000	\$ -	\$ -
Series C	\$ 15,100,000	\$ -	\$ -	\$ 15,100,000	\$ -
Series D	\$ 22,700,000	\$ -	\$ -	\$ -	\$ 22,700,000
Total Master Construct Bonds	\$ 142,500,000				
Measure "L" Authorization	\$ 3,316,728	\$ 3,316,728	\$ -	\$ -	\$ -
State Bonds	\$ 266,611	\$ 266,611	\$ -	\$ -	\$ -
Est. State Reimbursements	\$ 119,990,435	\$ -	\$ 66,901,632	\$ 21,189,212	\$ 31,899,592
Est. Developer Fees	\$ 55,909,771	\$ 9,029,075	\$ 10,697,340	\$ 19,303,620	\$ 16,879,736
Mello Roos Proceeds	\$ 9,088,089	\$ 9,088,089	\$ -	\$ -	\$ -
State Reimbursements (Driffill)	\$ 9,001,083	\$ 9,001,083	\$ -	\$ -	\$ -
Est. Interest Earnings	\$ 10,357,618	\$ 3,028,983	\$ 1,486,725	\$ 2,547,427	\$ 3,294,484
Est. Total Sources	\$ 440,430,335	\$ 123,730,569	\$ 183,785,696	\$ 58,140,258	\$ 74,773,812
Uses	Est. Total	Phase 1	Phase 2	Phase 3	Phase 4
Acquire New K-5 Elementary Site	\$ 7,735,282	\$ 7,735,282	\$ -	\$ -	\$ -
Acquire New K-5/Middle School Site	\$ 660,000	\$ 660,000	\$ -	\$ -	\$ -
Construct Doris/Patterson K-5	\$ 29,556,164	\$ -	\$ 29,556,164	\$ -	\$ -
Construct Doris/Patterson 6-8	\$ 49,057,213	\$ -	\$ 49,057,213	\$ -	\$ -
Construct Seabridge K-5	\$ 28,568,432	\$ -	\$ 28,568,432	\$ -	\$ -
Reconstruct Harrington Elementary	\$ 23,846,732	\$ 23,846,732	\$ -	\$ -	\$ -
Reconstruct Elm Elementary	\$ 25,176,943	\$ 25,176,943	\$ -	\$ -	\$ -
Reconstruct Lemonwood K-8	\$ 36,275,327	\$ 36,275,327	\$ -	\$ -	\$ -
Reconstruct McKinna K-5	\$ 31,036,798	\$ -	\$ 31,036,798	\$ -	\$ -
Reconstruct Marina West K-5	\$ 31,031,934	\$ -	\$ -	\$ -	\$ 31,031,934
Reconstruct Rose K-5	\$ 30,209,510	\$ -	\$ 5,739,807	\$ 24,469,703	\$ -
Reconstruct Sierra Linda K-5	\$ 30,403,941	\$ -	\$ -	\$ -	\$ 30,403,941
Marshall K-8 (CR)	\$ 8,097,558	\$ 8,097,558	\$ -	\$ -	\$ -
Driffill K-8 (K/MPR)	\$ 8,057,505	\$ 409,771	\$ -	\$ -	\$ 7,647,733
Chavez K-8 (SL/MPR)	\$ 2,656,588	\$ 649,009	\$ -	\$ 2,007,579	\$ -
Curren K-8 (SL/MPR)	\$ 5,179,830	\$ 598,330	\$ -	\$ 4,581,500	\$ -
Kamala K-8 (SL/MPR)	\$ 2,703,662	\$ 619,123	\$ -	\$ 2,084,539	\$ -
McAuliffe ES (K/MPR/Admin)	\$ 2,067,877	\$ 336,509	\$ -	\$ 1,731,368	\$ -
Brekke ES (K/MPR/Admin)	\$ 1,433,020	\$ 276,090	\$ -	\$ 1,156,930	\$ -
Ritchen ES (K/MPR/Admin)	\$ 4,359,590	\$ 631,837	\$ -	\$ 3,727,753	\$ -
Ramona ES (MPR/Admin)	\$ 2,047,625	\$ -	\$ -	\$ 2,047,625	\$ -
Project 1 Adjustment	\$ 206,851	\$ 206,851	\$ -	\$ -	\$ -
Fremont MS (SL/Gym)	\$ 7,404,741	\$ 1,847,306	\$ 5,557,436	\$ -	\$ -
Haydock MS (SL/Gym)	\$ 2,566,467	\$ 1,066,467	\$ -	\$ 1,500,000	\$ -
Planning for K-8 MPRs	\$ 175,000	\$ 175,000	\$ -	\$ -	\$ -
Harrington CDC	\$ 1,083,351	\$ 1,083,351	\$ -	\$ -	\$ -
Lemonwood CDC	\$ 860,386	\$ 860,386	\$ -	\$ -	\$ -
Technology	\$ 26,216,175	\$ 11,216,175	\$ 9,000,000	\$ 6,000,000	\$ -
Subtotal	\$ 398,674,504	\$ 121,768,048	\$ 158,515,849	\$ 49,306,997	\$ 69,083,609
Program Reserve	\$ 41,755,831	\$ 1,962,520	\$ 25,269,846	\$ 8,833,261	\$ 5,690,203
Est. Total Uses	\$ 440,430,335	\$ 123,730,569	\$ 183,785,696	\$ 58,140,258	\$ 74,773,812
Est. Ending Fund Balance	\$ (0)				
Total Combined Master Budget	\$ 440,430,335				

*Includes New Special Day Classroom

**Assumes that only reimbursements for Lemonwood, Harrington, and Land Acquisition are received in Phase 2

***Assumes State Aid financial hardship during Phase 4

5.2 REVISED MASTER CONSTRUCT AND IMPLEMENTATION PROGRAM BUDGET

Table 13 below presents the proposed Revised Master Construct and Implementation Program for Board consideration as part of the current six-month update report.

Table 13: Revised Master Construct & Implementation Program Budget

Sources	Est. Total	Phase 1	Phase 2	Phase 3	Phase 4
Measure "R"					
Series A	\$ 18,390,000	\$ 18,390,000	\$ -	\$ -	\$ -
Series B	\$ 25,500,000	\$ 25,500,000	\$ -	\$ -	\$ -
Series C	\$ 15,750,000	\$ 15,750,000	\$ -	\$ -	\$ -
Series D	\$ 30,360,000	\$ 30,360,000	\$ -	\$ -	\$ -
Total Measure "R" Bonds	\$ 90,000,000				
Master Construct Authorization					
Series A	\$ 81,000,000	\$ -	\$ 81,000,000	\$ -	\$ -
Series B	\$ 23,700,000	\$ -	\$ 23,700,000	\$ -	\$ -
Series C	\$ 15,100,000	\$ -	\$ -	\$ 15,100,000	\$ -
Series D	\$ 22,700,000	\$ -	\$ -	\$ -	\$ 22,700,000
Total Master Construct Bonds	\$ 142,500,000				
Measure "L" Authorization	\$ 3,316,728	\$ 3,316,728	\$ -	\$ -	\$ -
State Bonds	\$ 266,611	\$ 266,611	\$ -	\$ -	\$ -
Est. State Reimbursements	\$ 123,767,309	\$ 2,515,863	\$ 75,631,428	\$ 15,442,374	\$ 30,177,645
Est. Developer Fees	\$ 55,909,771	\$ 9,029,075	\$ 10,697,340	\$ 19,303,620	\$ 16,879,736
Mello Roos Proceeds	\$ 9,088,089	\$ 9,088,089	\$ -	\$ -	\$ -
State Reimbursements (Drifill)	\$ 9,001,083	\$ 9,001,083	\$ -	\$ -	\$ -
Est. Interest Earnings	\$ 13,425,922	\$ 3,257,638	\$ 1,129,896	\$ 4,203,110	\$ 4,835,279
Est. Total Sources	\$ 447,275,513	\$ 126,475,086	\$ 192,158,664	\$ 54,049,104	\$ 74,592,660
Uses	Est. Total	Phase 1	Phase 2	Phase 3	Phase 4
Acquire New K-5 Elementary Site	\$ 7,756,852	\$ 7,756,852	\$ -	\$ -	\$ -
Acquire New K-5/Middle School Site	\$ 660,000	\$ 660,000	\$ -	\$ -	\$ -
Construct Doris/Patterson K-5	\$ 29,556,164	\$ -	\$ 29,556,164	\$ -	\$ -
Construct Doris/Patterson 6-8	\$ 49,057,213	\$ -	\$ 49,057,213	\$ -	\$ -
Construct Seabridge K-5	\$ 28,568,432	\$ -	\$ 28,568,432	\$ -	\$ -
Reconstruct Harrington Elementary	\$ 23,846,732	\$ 23,846,732	\$ -	\$ -	\$ -
Reconstruct Elm Elementary	\$ 28,672,291	\$ 28,672,291	\$ -	\$ -	\$ -
Reconstruct Lemonwood K-8	\$ 37,465,448	\$ 37,465,448	\$ -	\$ -	\$ -
Reconstruct McKinna K-5	\$ 31,507,869	\$ -	\$ 31,507,869	\$ -	\$ -
Reconstruct Marina West K-5	\$ 32,175,006	\$ -	\$ -	\$ -	\$ 32,175,006
Reconstruct Rose K-5	\$ 30,680,582	\$ -	\$ 5,739,807	\$ 24,940,775	\$ -
Reconstruct Sierra Linda K-5	\$ 31,547,013	\$ -	\$ -	\$ -	\$ 31,547,013
Marshall K-8 (CR)	\$ 8,097,558	\$ 8,097,558	\$ -	\$ -	\$ -
Drifill K-8 (K/MPR)	\$ 8,057,505	\$ 409,771	\$ -	\$ -	\$ 7,647,733
Chavez K-8 (SL/MPR)	\$ 2,656,588	\$ 649,009	\$ 2,007,579	\$ -	\$ -
Curren K-8 (SL/MPR)	\$ 5,179,830	\$ 598,330	\$ 4,581,500	\$ -	\$ -
Kamala K-8 (SL/MPR)	\$ 2,703,662	\$ 619,123	\$ 2,084,539	\$ -	\$ -
McAuliffe ES (K/Modular/MPR/Support)	\$ 3,326,948	\$ 336,509	\$ 1,259,071	\$ 1,731,368	\$ -
Brekke ES (K/Modular/MPR/Support)	\$ 2,692,092	\$ 276,090	\$ 1,259,071	\$ 1,156,930	\$ -
Ritchen ES (K/Modular/MPR/Support)	\$ 5,618,661	\$ 631,837*	\$ 1,259,071	\$ 3,727,753	\$ -
Ramona ES (Modular/MPR/Support)	\$ 3,306,697	\$ -	\$ 1,259,071	\$ 2,047,625	\$ -
Project 1 Adjustment	\$ 151,678	\$ 151,678	\$ -	\$ -	\$ -
Fremont MS (SL/Gym)	\$ 7,451,170	\$ 1,893,735	\$ 5,557,436	\$ -	\$ -
Haydock MS (SL/Gym)	\$ 2,575,212	\$ 1,075,212	\$ -	\$ 1,500,000	\$ -
Planning for K-8 MPRs	\$ 175,000	\$ 175,000	\$ -	\$ -	\$ -
Harrington CDC	\$ 1,083,351	\$ 1,083,351	\$ -	\$ -	\$ -
Lemonwood CDC	\$ 860,386	\$ 860,386	\$ -	\$ -	\$ -
Technology	\$ 26,216,175	\$ 11,216,175	\$ 9,000,000	\$ 6,000,000	\$ -
Subtotal	\$ 411,646,113	\$ 126,475,086	\$ 172,696,824	\$ 41,104,451	\$ 71,369,752
Program Reserve	\$ 35,629,399	\$ -	\$ 19,461,839	\$ 12,944,653	\$ 3,222,907
Est. Total Uses	\$ 447,275,513	\$ 126,475,086	\$ 192,158,664	\$ 54,049,104	\$ 74,592,659
Est. Ending Fund Balance	\$ -				
Total Combined Master Budget	\$ 447,275,513				

*Includes New Special Day Classroom

**Applies some State Aid reimbursements received from Phase 1 projects to Phase 1

***Assumes State Aid financial hardship during Phase 4

Total sources of funding are anticipated to increase to approximately \$447.3 million, primarily from anticipated increases in State Aid and interest earnings. Increases to State Aid are attributable to anticipated use of higher grant amounts for Special Day Classroom construction and participation in the State's Joint Use Program, where applicable. Recent and periodic increases to base State aid grant amounts are also anticipated to benefit the collection of additional sources of funds by the District. Proposed uses have been adjusted to provide additional classroom facilities to accommodate TK/Kindergarten and Special Education Programs and Board approved changes since the last six-month update.

5.3 PHASE 1 MASTER BUDGET AND SCHEDULE

Table 14 provides the total estimated cost for Phase 1 of approximately \$126.5 million.

Table 14: Proposed Phase 1 Master Budget and Schedule (FY 2013-17)

Project	Schedule Dec 2016	Schedule June 2017	Estimated Budget	Variance
Measure "R" Improvements				
Acquire New Sites				
Elementary School	2013	2013	\$7,756,852	\$21,569
K-5 / Middle School	2014/16	2014/16	\$660,000	\$0
Subtotal			\$8,416,852	\$21,569
Design & Reconstruct Sites				
Harrington Elem. K-5	2013/14	2013/14	\$23,846,732	\$0
Lemonwood K-8	2014/18	2014/18	\$37,465,448	\$1,190,121
Elm Elem. K-5	2014/16	2014/16	\$28,672,291	\$3,495,348
Subtotal			\$89,984,470	\$4,685,468
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	2013/14	2013/14		
Chavez Science Labs K-8			\$649,009	\$0
Curren Science Labs K-8			\$598,330	\$0
Kamala Science Labs K-8			\$619,123	\$0
Haydock Science Labs 6-8 & Utility Upgrades			\$1,075,212	\$8,745
Fremont Science Labs 6-8 & Utility Upgrades			\$1,893,735	\$46,429
Subtotal			\$4,835,409	\$55,174
Project 1 Adjustment			\$151,678	(\$55,174)
Childhood Development Center Improvements				
Harrington	2015	2015	\$1,083,351	\$0
Lemonwood	2016	2016	\$860,386	\$0
Subtotal			\$1,943,737	\$0
Marshall K-8: 12 Classroom Building	2015/17	2015/17	\$8,097,558	\$0
Planning for K-8 MPRs	2016	2016	\$175,000	\$0
Technology	2013/15	2013/15	\$11,216,175	\$0
Measure "R" Improvements Subtotal			\$126,475,086	\$4,707,038
Measure "R" Program Reserve			\$0	
Measure "R" Improvements Total			\$126,475,086	\$4,707,038
Measure "D" Improvements				
Measure "D" Improvements Subtotal			\$0	\$0
Measure "D" Improvements Program Reserve			\$0	
Measure "D" Improvements Total			\$0	\$0
Combined Total of Master Construct & Implementation Program			\$126,475,086	\$4,707,038

*Current dollars

**Includes New Special Day Classroom

Phase 1 consists of the Measure "R" projects currently underway, including the construction of Harrington, Elm, Lemonwood and Marshall and all projects that have already been completed, including

the acquisition of the Seabridge site and implementation of Project 1. Major adjustments to the Phase 1 budget are centered on additional construction costs associated with Elm and Lemonwood which have been review and approved by the Board. These budgets have been adjusted to reflect the approved final Guaranteed Maximum Price (GMP) at Elm and approved change orders for Lemonwood and related professional services for both projects. Additional adjustments are proposed to accommodate actual District planning expenditures associated with the Seabridge property. Project 1 actuals are proposed to be offset by the budgeted Project 1 adjustment line to accommodate close out of these projects. The balance of project costs remains the same from the prior six-month period.

5.4 PHASE 2 MASTER BUDGET AND SCHEDULE

As shown in Table 15, Phase 2 provides the total estimated cost of approximately \$192.2 million.

Table 15: Proposed Phase 2 Master Budget and Schedule (FY 2017-20)

Project	Schedule Dec 2016	Schedule June 2017	Estimated Budget	Variance
Measure "R" Improvements				
Construct Gym & Modernize MPR				
Fremont	2018	2018	\$5,557,436	\$0
Modernize K-8 Multipurpose Rooms				
Chavez	2020	2019	\$2,007,579	\$0
Curren	2020	2019	\$4,581,500	\$0
Kamala	2020	2019	\$2,084,539	\$0
Subtotal			\$14,231,054	\$0
Technology	2020	2020	\$9,000,000	\$0
Measure "R" Improvements Subtotal			\$23,231,054	\$0
Measure "R" Program Reserve			\$2,323,105	
Measure "R" Improvements Total			\$25,554,159	\$0
Measure "D" Improvements				
Construct New School Sites: Master Construct				
Dorris Patterson K-5	2018	2018/2019	\$29,556,164	\$0
Dorris Patterson 6-8	2018/2021	2018/2020	\$49,057,213	\$0
Seabridge K-5	2017	2018/2020	\$28,568,432	\$0
Reconstruct School Sites: Master Construct				
Rose K-5	2017/2021	2018/2021	\$5,739,807	\$0
McKinna K-5	2017	2017	\$31,507,869	\$471,071
Construct Kinder/SDC Classrooms				
Brekke	2025	2018	\$1,259,071	\$1,259,071
McAuliffe	2025	2018	\$1,259,071	\$1,259,071
Ramona	2025	2018	\$1,259,071	\$1,259,071
Ritchen	2025	2018	\$1,259,071	\$1,259,071
Subtotal			\$149,465,771	\$5,507,356
Measure "D" Improvements Subtotal			\$149,465,771	\$5,507,356
Measure "D" Improvements Program Reserve			\$17,138,734	
Measure "D" Improvements Total			\$166,604,505	\$5,507,356
Combined Total of Master Construct & Implementation Program			\$192,158,664	\$5,507,356

*Current dollars

Phase 2 continues to include the reconstruction of McKinna, the construction of a New Seabridge K-5 and Doris Patterson K-5 and 6-8, the construction of a gym at Fremont middle school and ongoing upgrades to the technology program to maintain 21st Century Facilities standards and connectivity. Planning costs associated with the reconstruction of Rose Avenue are also included.

Changes to the District’s educational specifications are proposed to provide additional classroom facilities to accommodate TK/Kindergarten and Special Education Programs. These changes require budget adjustments to the planned reconstructed McKinna School to accommodate recommended specification changes. The construction of facilities to accommodate these specifications are also proposed at Brekke, McAuliffe, Ramona, and Ritche to provide two additional modular classrooms at each school, one for TK/Kindergarten and one Flex Classroom that may also support Special Education.

5.5 PHASE 3 MASTER BUDGET AND SCHEDULE

Table 16 provides a summary of the proposed Phase 3 budget and schedule totaling approximately \$54 million.

Table 16: Proposed Phase 3 Master Budget and Schedule (FY 2021-25)

Project	Schedule Dec 2016	Schedule June 2017	Estimated Budget	Variance
Measure "R" Improvements				
Construct Gym & Modernize MPR				
Haydock	2023	2023	\$1,500,000	\$0
Modernize K-5 Multipurpose Rooms				
Brekke	2023	2023	\$697,557	\$0
McAuliffe	2023	2023	\$1,440,725	\$0
Ramona	2023	2023	\$1,755,474	\$0
Ritche	2023	2023	\$3,269,888	\$0
Subtotal			\$8,663,644	\$0
Technology	2025	2025	\$6,000,000	\$0
Measure "R" Improvements Subtotal			\$14,663,644	\$0
Measure "R" Program Reserve			\$1,466,364	
Measure "R" Improvements Total			\$16,130,008	
Measure "D" Improvements				
Construct New School Sites: Master Construct				
Rose	2017/2021	2018/2021	\$24,940,775	\$471,071
Construct Academic Program Space: Master Construct				
Brekke	2025	2025	\$459,373	\$0
McAuliffe	2025	2025	\$290,643	\$0
Ramona	2025	2025	\$292,151	\$0
Ritche	2025	2025	\$457,865	\$0
Measure "D" Improvements Subtotal			\$26,440,807	\$471,071
Measure "D" Improvements Program Reserve			\$11,478,289	\$0
Measure "D" Improvements Total			\$37,919,095	\$471,071
Combined Total of Master Construct & Implementation Program			\$54,049,104	

*Current dollars

Phase 3 provides additional MPR improvements for remaining K-5 and K-8 schools, as well as middle school gymnasium/multipurpose room improvements at Haydock. An allowance is also provided for continued technology implementation. Phase 3 completes the reconstruction of Rose Avenue and support facility improvements at Brekke, McAuliffe, Ramona, Ritche remain as originally planned. The recommended budget change in Phase 3 is limited to an adjustment for the Rose Avenue K-5 project in

order to meet recommended educational specifications for TK/Kindergarten and Special Education facilities.

5.6 PHASE 4 MASTER BUDGET AND SCHEDULE

As summarized in Table 17, Phase 4 completes the Master Construct and Facilities Implementation Program totaling approximately \$74.6 million. A financial hardship State Aid approach is proposed to be used to reconstruct Marina West and Sierra Linda K-5 schools. Proposed adjustments to the Marina West and Sierra Linda K-5 budgets are to accommodate adjustments to classroom facility specifications to 31 classrooms at each school to support TK/ Kindergarten and Special Education. Multipurpose room improvements continue to be planned at Driffill to accommodate the opportunity to further consider the reconfiguration of the site.

Table 17: Proposed Phase 4 Master Budget and Schedule (FY 2026-29)

Project	Schedule Dec 2016	Schedule June 2017	Estimated Budget	Variance
Measure "R" Improvements				
Measure "R" Improvements Subtotal			\$0	\$0
Measure "R" Program Reserve			\$0	
Measure "R" Improvements Total			\$0	\$0
Measure "D" Improvements				
Design & Reconstruct School Sites: Master Construct				
Marina West K-5	2027/2029	2028/2029	\$32,175,006	\$1,143,071
Sierra Linda K-5	2027/2029	2027/2029	\$31,547,013	\$1,143,071
Subtotal			\$63,722,019	\$2,286,143
Construct K-8 Multipurpose Room				
Driffill	2026	2026	\$7,647,733	\$0
Subtotal			\$7,647,733	\$0
Measure "D" Improvements Subtotal			\$71,369,752	\$2,286,143
Measure "D" Improvements Program Reserve			3,222,907	
Measure "D" Improvements Total			\$74,592,659	\$2,286,143
Combined Total of Master Construct & Implementation Program			\$74,592,659	

*Current dollars

5.7 MASTER SCHEDULE

The following summary schedule provides an overview of an updated proposed phasing strategy for the Master Construct and Implementation Program. Table 18 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.

Table 18: Summary Schedule

	2016-17	2017-18	2018-19	2019-20	2020-21	2021-22	2022-23	2023-24	2024-25	2025-26	2026-27	2027-28	2028-29	2029-30	2030-31	2031-32
	<i>Fiscal Year</i>															
Reconstruct:	Complete															
Harrington																
Harrington Child Dev. Center																
Lemonwood																
Lemonwood Child Dev. Center																
Elm																
McKinna																
Rose																
Marina West																
Sierra Linda																
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																

Table 18 includes adjustments made to Program scheduling since the last report was adopted in January 2017, and are described according to the following categories:

Reconstruct:

- The schedule for the **Reconstruction of Rose Avenue** has been updated to reflect the anticipated completion of planning and design efforts by June 2018 and accommodates the estimated start of design efforts by July 2017 and expected DSA approval times. The original schedule anticipated completion of these efforts by December 2017.

Construct:

- The schedule for the **Marshall New 6-8 Classroom Building** project has been updated based on an estimated construction start of late June/early July for an anticipated August 2018 completion. The original schedule anticipated a construction completion by December 2017.
- The schedule for the **Seabridge K-5** project has been updated to accommodate an anticipated August 2017 design start and a construction start in FY 2019-20 to accommodate cash flow requirements. The original schedule anticipated a construction start in FY2017-18.
- The schedule for the **Doris/Patterson 6-8** project has been updated to accelerate an anticipated construction start in FY 2019-20 to accommodate cash flow requirements. The original schedule anticipated a construction start in FY 2020-21.

Construct Kinder/SDC Classrooms:

- The schedule has been updated to include four new modular Kindergarten/Flex classroom building projects at **Ramona, Brekke, Ritchen, and McAuliffe** anticipated for August 2018 completion.

Multipurpose Rooms:

- The schedule for multipurpose room improvements at **Fremont** has been accelerated to commence at the start of FY2017-18 and complete by FY 2018-19 from the original completion of FY 2019-20.
- The schedule for multipurpose room improvements at **Kamala, Chavez, and Curren** has been accelerated to commence in FY2018-19 and conclude by FY2020-21, from the original completion of FY2022-23 for Kamala and Chavez and FY2021-22 for Curren.

Based on the identified phasing plan, Table 19 on the following page provides a summary of projects under management, including those that are currently underway and are to be implemented, totaling approximately \$186.7 million.

Table 19: Projects Under Management

			Master Budget (Current Dollars)
Project Name	Start Date	End Date	
Reconstruct:			
Harrington Child Development Center	Nov-2014	Dec-2018	\$1,083,351
Lemonwood K-8	Feb-2013	May-2018	\$37,465,448
Lemonwood Child Development Center	Nov-2014	Dec-2018	\$860,386
Elm K-5	Jul-2013	Jun-2018	\$28,672,291
Construct:			
Marshall 6-8 Classroom Building	Dec-2014	Jul-2018	\$8,097,558
Seabridge K-5	Jan-2017	Apr-2020	\$28,568,432
McKinna K-5	Jan-2017	Jun-2019	\$31,507,869
Rose K-5	Jan-2017	Jan-2022	\$30,680,582
Construct Kinder + SDC Classrooms:			
Ramona	Jul-2017	Aug-2018	\$1,259,071
Brekke	Jul-2017	Aug-2018	\$1,259,071
Ritchen	Jul-2017	Aug-2018	\$1,259,071
McAuliffe	Jul-2017	Aug-2018	\$1,259,071
Multipurpose Rooms:			
Fremont	Jul-2017	Jun-2019	\$5,557,436
Planning/Land Acquisition:			
Doris/Patterson LAFCO Planning	Jul-2015	Dec-2017	\$660,000
Doris/Patterson Acquire Land*	Feb-2016	Jun-2017	\$7,920,000
Chavez, Curren, Kamala, Driffill MPR Planning	Jul-2015	Jun-2019	\$175,000
Educational Technology Intregation/Planning	Jan-2017	Jun-2020	\$427,500
Total			\$186,712,138

**Funded out of District's 2016 COP issuance*

RECOMMENDATIONS

6.1 CONCLUSION & RECOMMENDATIONS

Over the next six months of implementation, the Master budget will continue to be monitored and enforced. Expenditure reporting will continue and be updated to reflect recommended budget adjustments provided in this June 2017 report. Budgets will also be reviewed and adjusted, where required, to accommodate actual contract commitments approved by the Board over the next six-month period. Steps will continue to be taken to file for eligible State aid applications and required agency approvals for project development and construction. Status reports will be provided to the Board as needed.

As part of the formal review process, it is recommended that the Board:

- Accept and adopt this semi-annual update to the Master Construct and Implementation Program
- Direct staff and CFW to proceed with 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
8/3/2016	C-5	Rejection of Proposals Received for Lease Leaseback Preconstruction and Construction Services related to the New 12 Classroom Building Project at Thurgood Marshall School	Rejection of Proposals Received, allowing for a second Request for Proposal Process	Approved
8/3/2016	D-1	Approval of WAL #006 with ATC Group Services LLC for preparation of a Soil Management Plan for the Lemonwood School Reconstruction Project	Request the Board of Trustees approve WAL #006 with ATC Group Services LLC, for the preparation of a Soil Management Plan as required by the Department of Toxic Substance Control ("DTSC") for	Approved
8/3/2016	D-2	Ratification of Amendment #003 to Agreement #12-240 with Dougherty + Dougherty Architects to Provide Additional Architectural Services for the Harrington E. S. Reconstruction Project	Request the Board of Trustees ratify Amendment #003 for Additional Architectural Services as Requested from District Administration for the	Approved
8/3/2016	D-4	Approval of Resolution #16-05 Approving Adoption of a Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program Related to the New 12 Classroom Building Project at Thurgood Marshall Elementary School.	Request for the Board of Trustees to Approve Adoption of the Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program for the Marshall New Classroom Building Project as required for compliance with	Approved
8/3/2016	D-5	Adoption of Resolution #16-06 - A Resolution of the Board of Trustees Authorizing the Sale and Issuance of Not to Exceed \$18,000,000.00 Aggregate Principal Amount of Oxnard General Obligation Refunding Bonds, Series 2016.	Request for Board of Trustees Approval for issuance of Not to Exceed \$18 Mil Aggregate Principal of General Obligation Refunding Bonds	Approved
8/24/2016	C-3	Ratification of Supplemental Work Authorization Letter #001-S for Geotechnical Services for Elm Elementary School Project	Request for Board of Trustees Ratification of Supplemental Work Authorization Letter to Earth Systems to Provide additional information to the Division of the State Architect	Approved

Date	Board Agenda Item	Agenda Description	Purpose	Action
8/24/2016	C-5	Approval of Notice of Completion, Harrington School Reconstruction Project, Bid #14-21	Request to the Board of Trustees to approve the Notice of Completion and filing of such notice with the County Recorder's Office, for Bid #14-21, Harrington School	Approved
8/24/2016	C-8	Approval and Adoption of the July 2016 Semi-Annual Implementation Program Update as an Adjustment to the Facilities Implementation Program	Requesting that the Board of Trustees accept and adopt the July 2016 Semi-Annual Implementation Program	Approved
8/24/2016	D-2	Review and Approval of the Preliminary Official Statement for the General Obligation Refunding Bonds, Series 2016 and Resolution #16-07	Request for the Board of Trustees approval of the Preliminary Official Statement and Resolution #16-07 that will allow for the execution of the	Approved
8/24/2016	D-4	Approval of Form and Authorize Superintendent to Negotiate Terms of Land Use Covenant (LUC) with the Department of Toxic Substances Control for the Lemonwood Site	A Request that the Board of Trustees approve the form of the Land Use Covenant (LUC) as attached and authorize the Superintendent to negotiate the final terms of LUC with the Department of Toxic Substances Control for the Lemonwood Site. No identified fiscal impact at this time. The LUC will require that the District or any future	Approved
9/7/2016	C-2	Authorize Superintendent to Accept A Soil Management Plan for the Lemonwood Elementary School Site as Approved by the DTSC	Requesting that the Board of Trustees authorize the Superintendent to accept the final Soil Management Plan for the Lemonwood Elementary	Approved
9/21/2016	C-3	Approval of Prequalified Firms for CEQA/DTSC Compliance Services	A Request that the Board of Trustees approve the recommended list of prequalified firms to provide CEQA/DTSC compliance services and authorize the Superintendent to enter into	Approved
10/5/2016	C-4	Approval of WAL #008 with ATC Group Services LLC For as Needed Hazardous Materials Testing and Oversight for The Duration of The Lemonwood Reconstruction Project	A request that the Board of Trustees approve WAL #008 with ATC Group Services LLC for as needed hazardous materials testing and oversight for the duration of the Lemonwood Reconstruction Project per Master Agreement #13-135; amount not to exceed	Approved
10/5/2016	C-5	Ratification of WAL #002 with Rincon Consultants Inc., For Soil Investigation Services for The Elm Reconstruction Project	A Request that the Board of Trustees ratify WAL #002 with Rincon Consultants Inc., for Soil Investigation Services for the Elm Reconstruction Project per Master Agreement #13-131; amount not to exceed	Approved

Date	Board Agenda Item	Agenda Description	Purpose	Action
10/5/2016	C-6	Ratification of WAL #007 with ATC Group Services LLC For Emergency Pipeline Testing for The Lemonwood Reconstruction Project	A request for the Board of Trustees to ratify WAL #007 with ATC Group Services LLC for Lemonwood Reconstruction Project Emergency Pipeline Testing per Master Agreement #13-135; amount not to exceed	Approved
10/19/2016	C-2	Ratification of Amendment #004 to Agreement #12-240 with Dougherty + Dougherty Architects to provide additional Architectural Services for the Harrington School Fence Project 2016	Request to the Board for Ratification of Amendment #004 to Agreement #12-240 with Dougherty + Dougherty Architects to provide additional Architectural Services for the Harrington School Fence Project	Approved
10/19/2016	C-6	Award of Formal Bid #16-01 and Approval of Agreement #16-140 for Harrington School Fence Project 2016	A Request that the Board of Trustees Award Bid #16-01 Harrington School Fencing Project 2016 to Fence Factory and enter into Agreement #16-140; amount not to exceed	Approved
10/19/2016	C-7	Consideration and Approval of Work Authorization Letter #3 for DSA Special Inspection and Testing Services for Harrington School Fencing Project 2016	A Request that the Board of Trustees approve WAL #3 for Master Agreement #13-154 with NV5 West; lump sum fixed fee of \$8,886.00, to be paid with	Approved
10/19/2016	C-8	Consideration and Approval of Work Authorization Letter #5 for DSA Inspector of Record Services for Harrington School Fencing Project 2016	A Request that the Board of Trustees approve WAL #5 for Master Agreement #13-130 with NOLTE Vertical Five; lump sum fixed fee of \$7,040.00, to be	Approved
10/19/2016	C-9	Ratification of Change Order #001 to Agreement #15-198 with Swinerton Builders for Lemonwood K-8 Reconstruction Project	A Request that the Board of Trustees ratify no cost Change Order #001 to Agreement #15-198 with Swinerton Builders, for the Lemonwood K-8 Reconstruction Project; change incorporates language change to Section 10 of Agreement #15-198 and a change to the start date of the project construction	Approved
11/2/2016	C-10	Consideration and Approval of No-Cost Change Order #001 to Agreement #16-140 With Fence Factory for the Harrington School Fence Project 2016	Request to the Board of Trustees to approve No Cost Change Order #001 to Agreement #16-140 with Fence Factory for the Harrington	Approved
10/19/2016	C-7	Consideration and Approval of Work Authorization Letter #3 for DSA Special Inspection and Testing Services for Harrington School Fencing Project 2016	A Request that the Board of Trustees approve WAL #3 for Master Agreement #13-154 with NV5 West; lump sum fixed fee of \$8,886.00, to be paid with	Approved

Date	Board Agenda Item	Agenda Description	Purpose	Action
10/19/2016	C-8	Consideration and Approval of Work Authorization Letter #5 for DSA Inspector of Record Services for Harrington School Fencing Project 2016	A Request that the Board of Trustees approve WAL #5 for Master Agreement #13-130 with NOLTE Vertical Five; lump sum fixed fee of \$7,040.00, to be	Approved
10/19/2016	C-9	Ratification of Change Order #001 to Agreement #15-198 with Swinerton Builders for Lemonwood K-8 Reconstruction Project	A Request that the Board of Trustees ratify no cost Change Order #001 to Agreement #15-198 with Swinerton Builders, for the Lemonwood K-8 Reconstruction Project; change incorporates language change to Section 10 of Agreement #15-198 and a change to the start date of the project construction	Approved
11/2/2016	C-10	Consideration and Approval of No-Cost Change Order #001 to Agreement #16-140 With Fence Factory for the Harrington School Fence Project 2016	Request to the Board of Trustees to approve No Cost Change Order #001 to Agreement #16-140 with Fence Factory for the Harrington	Approved
10/19/2016	C-7	Consideration and Approval of Work Authorization Letter #3 for DSA Special Inspection and Testing Services for Harrington School Fencing Project 2016	A Request that the Board of Trustees approve WAL #3 for Master Agreement #13-154 with NV5 West; lump sum fixed fee of \$8,886.00, to be paid with	Approved
10/19/2016	C-8	Consideration and Approval of Work Authorization Letter #5 for DSA Inspector of Record Services for Harrington School Fencing Project 2016	A Request that the Board of Trustees approve WAL #5 for Master Agreement #13-130 with NOLTE Vertical Five; lump sum fixed fee of \$7,040.00, to be	Approved
10/19/2016	C-9	Ratification of Change Order #001 to Agreement #15-198 with Swinerton Builders for Lemonwood K-8 Reconstruction Project	A Request that the Board of Trustees ratify no cost Change Order #001 to Agreement #15-198 with Swinerton Builders, for the Lemonwood K-8 Reconstruction Project; change incorporates language change to Section 10 of Agreement #15-198 and a change to the start date of the project construction	Approved
11/2/2016	C-10	Consideration and Approval of No-Cost Change Order #001 to Agreement #16-140 With Fence Factory for the Harrington School Fence Project 2016	Request to the Board of Trustees to approve No Cost Change Order #001 to Agreement #16-140 with Fence Factory for the Harrington	Approved
10/19/2016	C-7	Consideration and Approval of Work Authorization Letter #3 for DSA Special Inspection and Testing Services for Harrington School Fencing Project 2016	A Request that the Board of Trustees approve WAL #3 for Master Agreement #13-154 with NV5 West; lump sum fixed fee of \$8,886.00, to be paid with	Approved

Date	Board Agenda Item	Agenda Description	Purpose	Action
10/19/2016	C-8	Consideration and Approval of Work Authorization Letter #5 for DSA Inspector of Record Services for Harrington School Fencing Project 2016	A Request that the Board of Trustees approve WAL #5 for Master Agreement #13-130 with NOLTE Vertical Five; lump sum fixed fee of \$7,040.00, to be	Approved
10/19/2016	C-9	Ratification of Change Order #001 to Agreement #15-198 with Swinerton Builders for Lemonwood K-8 Reconstruction Project	A Request that the Board of Trustees ratify no cost Change Order #001 to Agreement #15-198 with Swinerton Builders, for the Lemonwood K-8 Reconstruction Project; change incorporates language change to Section 10 of Agreement #15-198 and a change to the start date of the project construction	Approved
11/2/2016	C-10	Consideration and Approval of No-Cost Change Order #001 to Agreement #16-140 With Fence Factory for the Harrington School Fence Project 2016	Request to the Board of Trustees to approve No Cost Change Order #001 to Agreement #16-140 with Fence Factory for the Harrington	Approved
12/7/2016	C6	Consideration of approval of Work Authorization Letter #3 to Earth Systems, Southern California For Geotechnical Testing & Inspection Services for the Elm Elementary School Reconstruction Project	A request that the Board of Trustees approve WAL #3 for Master Agreement #13-122 with Earth Systems, Southern California for Geotechnical Inspection and Testing Services for the Elm Elementary School Reconstruction Project; amount not to exceed	Approved
12/7/2016	C7	Approval of Work Authorization Letter #4 to Earth Systems, Southern California For Special Inspection & Testing Services for the Elm Elementary School Reconstruction Project	A request that the Board of Trustees approve WAL #4 for Master Agreement #13-122 with Earth Systems, Southern California for Special Inspection and Testing Services for the Elm Elementary School Reconstruction Project; amount not to exceed lump sum fixed	Approved
12/7/2016	C8	Approval of Work Authorization Letter #1 to Kenco Construction Services for DSA Inspector of Record Services for the Elm Elementary Reconstruction Project	A request that the Board of Trustees approve WAL #1 for Master Agreement #13-128 with Kenco Construction Services for DSA Inspector of Record Services for the Elm Elementary Reconstruction Project; amount not to exceed lump sum fixed fee of \$257,040.00, to be paid with	Approved

Date	Board Agenda Item	Agenda Description	Purpose	Action
12/7/2016	C9	Ratification of Work Authorization Letter #006 for Tetra Tech Inc. To Perform Professional Toxic Screening Services for the Lemonwood K-8 Reconstruction Project	A request that the Board of Trustees ratify WAL #006 for performance of toxic substance testing of imported crushed miscellaneous base rock per Master Agreement #13-132 with Tetra Tech Inc., for the Lemonwood K-8 Reconstruction Project; the toxic substance testing services were completed for a lump sum fixed fee of \$14,400.00, the cost of	Approved
12/7/2016	C10	Approval of Work Authorization Letter #007 for Tetra Tech Inc., To Perform Phase 1 Environmental Site Assessment Update for the Marshall School New Classroom Building Project	A request that the Board of Trustees approve WAL #007 for Tetra Tech Inc., to perform Phase 1 Environmental Site Assessment Update for the Marshall School New Classroom Building Project; amount not to exceed \$5,000.00, to be paid	Approved
12/7/2016	C11	Approval of Work Authorization Letter #009 with ATC Group Services LLC For Preparation of a Preliminary Environmental Assessment for the Doris/Patterson Site	A request that the Board of Trustees approve WAL #009 for ATC Group Services LLC for the Preparation of a Preliminary Environmental Assessment (PEA) for the Doris/Patterson Site per Master Agreement #13-135; amount not to exceed	Approved
12/7/2016	C12	Approval of Contractor Contingency Allocation #001 for Payment of Additional Work Associated with the Lemonwood K-8 School Reconstruction Project	A request that the Board of Trustees approve Contractor Contingency Allocation No. 001 to Construction Services Agreement #15-198 with Swinerton Builders to construct an interim accessibility ramp and landing to relocatable classrooms Numbers 909, 910, 911 and 912, related to the Lemonwood Elementary School Reconstruction Project of Measure "R" Program, under the Lease-Leaseback delivery method pursuant to Section §17406 of the California Education Code. Contractor Contingency Allocation No. 001 will be deducted from the Contractor Contingency of the GMP Construction Services Agreement in the amount of \$40,872.54. The Contractor Contingency is included within the approved total of the	Approved

Date	Board Agenda Item	Agenda Description	Purpose	Action
12/7/2016	C13	Consider Approval of Change Order No. 002 to Construction Services Agreement #15-198 with Swinerton Builders for the Lemonwood K-8 School Reconstruction	A request that the Board of Trustees approve Change Order No. 002 to the Construction Services Agreement #15-198 with Swinerton Builders to provide Construction Services related to the Lemonwood Elementary School Reconstruction Project of Measure "R" Program under the Lease-Leaseback delivery method pursuant to Section §17406 of the California	Approved
12/14/2016	5	Consideration and approval of Lease-Leaseback agreements #16-199, #16-200 and #16-201 between the Oxnard School District and Bernards to provide Lease-Leaseback Construction Services for the Elm Elementary School Reconstruction Project.	A Request that the Board of Trustees approve the GMP for the Elm Elementary School Reconstruction Project by Bernards for \$23,306,886.00, to be paid out of Measure R Bond Funds.	Approved
1/18/2017	C2	Consideration and approval of agreement #16-208 with Flewelling and Moody, Inc., to provide preliminary architectural and engineering services for the Doris/Patterson Site	A request that the Board of Trustees approve agreement #16-208 with Flewelling and Moody, Inc., to provide preliminary architectural and engineering services for the Doris/Patterson Site; services to be provided on an hourly basis, not to exceed \$150,000.00, to be funded with Measure "R"	Approved
1/18/2017	C7	Approval and Adoption of the December 2016 Master Construct and Implementation Program	A request that the Board of Trustees accept and adopt the December 2016 Master Construct and Implementation	Approved
1/18/2017	C9	Authorize Superintendent To Make Certain Non-Substantive Changes To The Construction Services Agreement #16-199 and Sublease Agreement #16-201 Between Bernards and the OSD For The Construction Of The Elm K-5 School	A request that the Board of Trustees authorize the Superintendent to make certain changes to the construction documents including modifying the sublease payment amount and certain non-substantive changes to the construction documents, no fiscal	Approved
1/18/2017	C9	Authorize Superintendent To Make Certain Non-Substantive Changes To The Construction Services Agreement #16-199 and Sublease Agreement #16-201 Between Bernards and the OSD For The Construction Of The Elm K-5 School	A request that the Board of Trustees authorize the Superintendent to make certain changes to the construction documents including modifying the sublease payment amount and certain non-substantive changes to the construction documents, no fiscal	Approved

Date	Board Agenda Item	Agenda Description	Purpose	Action
2/1/2017	C6	Ratification Of Supplemental WAL #001 To WAL #002 With Rincon Consultants Inc., For Soil Investigation Services For The Elm Reconstruction Project	A request that the Board of Trustees ratify Supplemental WAL #001 to WAL #002 with Rincon Consultants, Inc., to provide soil investigation services for the Elm Reconstruction Project; amount not to exceed \$3,161.00, to be	Approved
2/1/2017	C7	Ratification of Change Order No. 002 To the Construction Services Agreement #15-198 With Swinerton Builders For The Lemonwood K-8 School Reconstruction	A request that the Board of Trustees ratify Change Order No. 002 to the Construction Services Agreement #15-198 with Swinerton Builders, to provide construction services related to the Lemonwood Reconstruction Project; amount not to exceed	Approved
2/1/2017	C8	Ratification of Change Order No. 002 To Bid #16-INF-01 With Fence Factory For The Harrington School Fence Project 2016	A request that the Board of Trustees ratify Change Order No. 002 to Bid #16-INF-01 with Fence Factory for the Harrington School Fence Project 2016; amount not to exceed	Approved
2/1/2017	C10	Approval of Contractor Contingency Allocation No. 003 For A Credit To The Lemonwood E.S. Reconstruction Project's Contractor Contingency For A Reduction Of Cost For Additional Work Associated with the Project	A request that the Board of Trustees approve the CREDIT derived from Contractor Contingency Allocation No. 003 to the Construction Services Agreement #15-198 with Swinerton Builders, for a net reduction of cost associated with additional items of work related to the Lemonwood Elementary School Project of Measure "R" Program under the Lease-Leaseback delivery method pursuant to Section 17406 of the California Education Code. Contractor Contingency Allocation No. 003 will be a CREDIT to the Contractor Contingency line item of the GMP Construction Services Agreement in the amount of \$1,829.62. The Contractor Contingency is	Approved

Date	Board Agenda Item	Agenda Description	Purpose	Action
2/1/2017	D2	Approval of Dispersal No. 002 From The Lemonwood E.S. Reconstruction Project's Contractor Contingency For Payment Of Additional Work Associated With The Project	A request that the Board of Trustees approve Contingency Allocation No. 002 to the Construction Services Agreement #15-198 with Swinerton Builders, for additional items of work related to the Lemonwood Elementary School Project of Measure "R" Program under the LeaseLeaseback delivery method pursuant to Section 17406 of the California Education Code. Contractor Contingency Allocation No. 002 will be deducted from the Contractor Contingency line item of the GMP Construction Services Agreement in the amount of \$90,740.86. The Contractor Contingency is	Approved
3/15/2017	C4	Authorize Superintendent to Make Certain Non-Substantive Changes to the Construction Services Agreement between Bernards and the Oxnard School District for the Construction of the Elm K-5 School	A request that the Board of Trustees authorize the Superintendent to make corrections to the NonSubstantive changes as noted in the	Approved
3/15/2017	C5	Approval of Amendment #003 to Agreement #12-231 with SVA Architects to Provide Additional Architectural Services for the Lemonwood K-8 School Reconstruction Project	A request that the Board of Trustees approve Amendment #003 to Agreement #12-231 with SVA Architects, Inc. for additional architectural services for the Lemonwood K-8 School Reconstruction Project; amount not to exceed \$129,835.00, to be funded from the Lemonwood K-8 School	Approved
3/15/2017	C6	Approval of Amendment #004 to Agreement #12-231 with SVA Architects to Provide Additional Architectural Services for the Lemonwood K-8 School Reconstruction Project	A request that the Board of Trustees approve Amendment #004 to Agreement #12-231 with SVA Architects, Inc., for additional Architectural Services for the Lemonwood K-8 School Reconstruction Project; amount not to exceed \$93,272.50, to be funded from the Lemonwood K-8 School	Approved

Date	Board Agenda Item	Agenda Description	Purpose	Action
3/15/2017	C7	Approval of Amendment #2 to Agreement #14-88 with Mobile Modular Corporation For A Lease Extension of One (1) Portable Classroom Building Located at the Harrington Elementary School Interim Pre-K Facilities	A request that the Board of Trustees approve Amendment #2 to Agreement # 14-88 for an eighteen (18) month extension of the Leased Portable Building for use at the Harrington Elementary School Interim Preschool Facility; amount not to exceed \$21,150.00, to be	Approved
3/15/2017	C8	Approval of Supplemental Work Authorization Letter #2-S ("WAL #2-S") for Agreement #13-154 with NV5 West Inc. to Perform Special Inspection & Testing Services for the Lemonwood E.S. Reconstruction Project	A request that the Board of Trustees approve Supplemental Work Authorization Letter #2-S to Agreement #13-154 with NV5 West Inc., for additional Special Inspection & Testing Services required to complete the Project; amount not to exceed \$134,946.00, to be funded from the Lemonwood K-8 School Reconstruction budget utilizing a combination of Measure "R" Bond Funds, Developer Fees, and School Facilities Program	Approved
3/15/2017	C11	Approval of Work Authorization Letter #4 for Agreement #13-124 with Construction Testing Engineering Inc. (CTE Inc.) for Geotechnical Observation & Testing and Material Testing & Special Inspection Services for the Elm Elementary School Reconstruction Project	A request that the Board of Trustees approve WAL #4 for Master Agreement #13-124 with Construction Testing Engineering Inc.; amount not to exceed \$139,894.00, to be paid with Measure "R" Bond Funds.	Approved
3/15/2017	D3	Consider Appointment of Dougherty Architects as Architect of Record for The McKinna Elementary School Reconstruction Project and Approval of Agreement #16-249 For Architectural Services with Dougherty Architects for The Proposed Project Design	A request that the Board of Trustees appoint Dougherty Architects as Architect of Record for the McKinna Elementary School Reconstruction Project and approve the attached Agreement #16-249 for Architectural Services with Dougherty Architects, and the proposed project design & site layout. The Contract provides for the provision of Architectural Services related to the McKinna Elementary School Reconstruction Project for the Basic Services Fee of \$1,600,000.00. In addition to the Basic Services Fee, an additional reimbursement allowance of \$32,000.00 is included for	Approved

Date	Board Agenda Item	Agenda Description	Purpose	Action
4/19/2017		Consideration and Approval of Amendment #002 to Agreement #13-121 for SVA Architects to provide additional Architectural Services for the Elm School Reconstruction Project	A request that the Board of Trustees approve Amendment #002 to Agreement #13-121 with SVA Architects for the Elm Reconstruction Project for additional architectural and engineering services for	Approved
4/19/2017		Consideration and Approval of Amendment #003 to Agreement #13-121 for SVA Architects to provide additional Architectural Services for the Elm School Reconstruction Project	A request that the Board of Trustees approve Amendment #003 to Agreement #13-121 with SVA Architects for the Elm Reconstruction Project for additional architectural and engineering services for	Approved
4/19/2017		Approval of Dispersal No. 005 from the Lemonwood E.S. Reconstruction Project's Contractor Contingency for payment of Additional Work associated with the Project	A request that the Board of Trustees approve Contingency Allocation No. 005 to the Construction Services Agreement #15-198 with Swinerton Builders, for additional items of Work related to the Lemonwood Elementary School Reconstruction Project of	Approved
4/19/2017		Approval of Notice of Completion for the HARRINGTON SCHOOL FENCE PROJECT 2016	A request that the Board of Trustees approve the NOTICE of COMPLETION and filing of such notice with the Ventura County Recorder's Office for Construction Services Agreement #16-140 Harrington	Approved
4/19/2017		Approval of Work Authorization Letter #4 ("WAL #4") for Agreement #13-126 for MNS Engineers Inc. to perform Survey Services for the McKinna E.S. Reconstruction Project	A request that the Board of Trustees approve Work Authorization Letter #4 to Agreement #13-126 with MNS Engineers Inc. to perform survey services for the McKinna E.S.	Approved
4/19/2017		Consideration and Approval of Work Authorization Letter #3 to NV5 West Inc. for Design Phase Geotechnical Engineering Services for the McKinna Elementary School Reconstruction Project.	A request that the Board of Trustees approves WAL#3 for Master Agreement #13-154 with NV5 West Inc for \$22,400.00.	Approved
4/19/2017		Approval of Work Authorization Letter #3 ("WAL #3") for Agreement #13-131 for Rincon Consultants Inc. to perform Environmental Support Services for the Elm E.S. Reconstruction Project	A request that the Board of Trustees approve Work Authorization Letter #3 to Agreement #13-131 with Rincon Consultants Inc. to perform environmental support services for the Elm E.S. Reconstruction	Approved

Date	Board Agenda Item	Agenda Description	Purpose	Action
4/19/2017		Consider Approval of Change Order No. 005 to the Construction Services Agreement # (15-198), with Swinerton Builders to adjust the completion date and related schedule impact costs for the Lemonwood K-8 School Reconstruction	A request that the Board of Trustees approve Change Order No. 005 to the Construction Services Agreement #15-198 with Swinerton Builders to provide Construction Services related to the Lemonwood Elementary School Reconstruction Project of Measure "R" Program under the	Approved
5/17/2017	C9	Approval of Work Authorization Letter #2 (WAL #2) for Master Agreement #13-129 with Knowland Construction Services for DSA Inspector of Record Services for the Harrington Early Child Development Center Project	A request that the Board of Trustees approve Work Authorization Letter #2 to Agreement #13-129 with Knowland Construction Services to provide DSA Inspector of Record Services related to the Harrington Early Child Development Center Project; amount not to exceed	Pending
5/17/2017	C10	Approval of Work Authorization Letter #4 (WAL #4) for Master Agreement #13-154 with NV5 West Inc. for Material Testing and Special Inspection Services for the Harrington Early Child Development Center Project	A request that the Board of Trustees approve Work Authorization Letter #4 to Agreement #13-154 with NV5 West Inc. to provide Material Testing and Special Inspection Services related to the Harrington Early Child Development Center Project; amount not to exceed	Pending
5/17/2017	C11	Approval of Work Authorization Letter #5 (WAL #5) for Master Agreement #13-130 with NV5 West Inc. for DSA Inspector of Record Services for the Marshall New Classroom Building Project	A request that the Board of Trustees approve Work Authorization Letter #5 to Agreement #13-130 with NV5 West Inc. to provide DSA Inspector of Record Services related to the Marshall New Classroom Building Project; amount not to exceed	Pending
5/17/2017	C12	Approval of Work Authorization Letter #5 (WAL #5) for Master Agreement #13-122 with Earth Systems Southern California for Material Testing and Special Inspection Services for the Marshall New Classroom Building Project	A request that the Board of Trustees approve Work Authorization Letter #5 to Agreement #13-122 with Earth Systems Southern California to provide Material Testing and Special Inspection Services related to the Marshall New Classroom Building Project; amount not to	Pending

Date	Board Agenda Item	Agenda Description	Purpose	Action
5/17/2017	C13	Approval of Work Authorization Letter #6 (WAL #6) for Master Agreement #13-122 with Earth Systems Southern California for Geotechnical Observation and Testing Services for the Marshall New Classroom Building Project	A request that the Board of Trustees approve Work Authorization Letter #6 to Agreement #13-122 with Earth Systems Southern California to provide Geotechnical Observation and Testing Services related to the Marshall New Classroom Building Project; amount not to exceed \$20,000.00, to be paid with	Pending
5/17/2017	C14	Approval of Work Authorization Letter #7 (WAL #7) for Master Agreement #13-122 with Earth Systems Southern California for Geotechnical Observation and Testing Services for the Harrington Early Child Development Center Project	a request that the Board of Trustees approve Work Authorization Letter #7 to Agreement #13-122 with Earth Systems Southern California to provide Geotechnical Observation and Testing Services related to the Harrington Early Child Development Center Project;	Pending
5/17/2017	C15	Approval of Dispersal No. 006 from the Lemonwood E.S. Reconstruction Project's Contractor Contingency for Payment of Additional Work Associated with the Project	A request that the Board of Trustees approve Contractor Contingency Allocation No. 006 to Construction Services Agreement #15-198 with Swinerton Builders, for fourteen (14) additional items of work related to the Lemonwood E.S. Reconstruction Project of Measure "R" Program under the Lease-Leaseback delivery method pursuant to Section 17406 of the California Education Code. Contractor Contingency Allocation No. 006 will be deducted from the Contractor Contingency line item of the GMP Construction Services Agreement in the amount of \$40,223.16. The Contractor Contingency is included within the approved total of the	Pending

BOARD AGENDA ITEM

Name of Contributor: Dr. Morales/David Fateh

Date of Meeting: 8/2/17

STUDY SESSION _____
CLOSED SESSION _____
SECTION A-1: PRELIMINARY _____
SECTION A-II: REPORTS _____
SECTION B: HEARINGS _____
SECTION C: CONSENT AGENDA _____

_____ Agreement Category:
_____ Academic
_____ Enrichment
_____ Special Education
_____ Support Services
_____ Personnel
_____ Legal
 X Facilities

SECTION D: ACTION _____
SECTION F: BOARD POLICIES 1st Reading _____ 2nd Reading _____

Approval of Work Authorization Letter #5 to Construction Testing Engineering (CTE) Inc., for Design Phase Geotechnical Engineering Services for the Rose Avenue Elementary School Reconstruction Project (Morales/Fateh/CFW)

At the November 13, 2013, regularly scheduled Board Meeting, the Board of Trustees approved Agreement #13-124 with Construction Testing Engineering, Inc. to provide Geotechnical Engineering Services.

The District, in consultation with CFW recommends issuing Work Authorization Letter #5 to Construction Testing Engineering (CTE) Inc., to provide a Geotechnical Report for the Rose Avenue Elementary School Reconstruction Project.

The Work Authorization Letter is issued pursuant to and consists of:

Master Agreement #13-124
Work Authorization Letter #5
Consultant: **Construction Testing Engineering (CTE)**
Date Issued: **08/02/2017**

FISCAL IMPACT

The Design Phase Geotechnical Engineering services which calls for the development of a geotechnical report will be completed for a lump sum fixed fee of: **Eighteen Thousand One Hundred Dollars and Zero Cents (\$18,100.00) to be paid out of the Master Construct and Implementation Funds.** This fee also includes an option to perform percolation tests should it be required by the design team.

RECOMMENDATION

It is the recommendation of the Superintendent, and the Director of Facilities, in consultation with Caldwell Flores Winters, that the Board of Trustees approve WAL #5 for Master Agreement #13-124 with CTE.

ADDITIONAL MATERIAL(S)

Attached:

- WAL #5, CTE (1 Page)
- CTE Proposal - Rose, dated July 11, 2017 (15 Pages)
- Master Agreement #13-124, CTE (38 Pages)



**Request for Qualifications
For Geotechnical
Engineering Services**

**Rose Avenue K-5
Elementary
School Reconstruction**

July 11, 2017



CTE South, Inc.
Dharmesh Amin, MS, PE, GE
Geotechnical Project Manager/Branch Manager
1645 Pacific Avenue, Suite 107
Oxnard, CA 93033
805-486-6475 / dharmesh@ctesouth.com



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SECTION 4 – INSURANCE.....	7
SECTION 5 – PRICE PROPOSAL	10



Construction Testing & Engineering, South
Inspection | Testing | Geotechnical | Environmental & Construction Engineering | Civil Engineering | Surveying



July 11, 2017

OX17533

CFW Inc.
Chris Yafuso
1901 S. Victoria Avenue, Ste #106
Oxnard, CA 93035
Phone: 805-263-6451 / Email: cyafuso@aimcsworld.com

Subject: RFP for Geotechnical Engineering Services
Project: Rose Avenue K-5 School Reconstruction

Dear Mr. Yafuso:

Construction Testing & Engineering, Inc. South, (CTE) presents this Letter of Interest and attached Proposal for Geotechnical Engineering Services for the reconstruction of Rose Avenue K-5 School in Oxnard.

CTE's four southern California offices can be reached toll free: 800-576-4955.

Primary Service Location

1645 Pacific Avenue, Suite 107
Oxnard, CA 93033
P.805.486-6475 / F. 805-486-9016

Corporate Office

1441 Montiel Road, Suite 115
Escondido, CA 92026
P.760-746-4955 / F.760-746-9806

Los Angeles County

1055 East Colorado Blvd, Suite 500
Pasadena, CA 91106
P.626-204-4038 / F.626-204-4039

Riverside County

14538 Meridian Parkway, Suite A
Riverside, CA 92518
P.951-571-4081 / F.951-571-4188

Primary Points of Contact

Geotechnical Manager – Dharmesh Amin, PE, GE
E. dharmesh@ctesouth.com | P. 805-486-6475

Thank you for the opportunity to earn your business. Please contact us if you have questions.
Sincerely,

CTE SOUTH, INC.

State DIR - 2015 SB 845 Registration # 1000006124

A handwritten signature in black ink that reads "Dharmesh Amin". The signature is fluid and cursive.

Dharmesh Amin, MS, PE, GE
dharmesh@ctesouth.com
Branch Manager
818-453-1201 Cell / 805-486-6475 Office



SECTION 1 – COMPANY BACKGROUND

Founded in Escondido, California in 1989, CTE is a California Corporation owned and governed by Thomas Gaeto, President; Dan Math, Vice President; and Jay Lynch, Secretary. CTE has performed geotechnical engineering, civil engineering design, survey and staking, environmental services, and materials testing and DSA special inspection for over 350 School District projects in southern California. Professional engineering disciplines and field inspection services are integrated to develop practical and cost-effective solutions to construction challenges.

Years in Business: 28

Number of Employees: 90

State DIR - 2015 SB 845 Registration # 1000006124

Location: Our Oxnard location is less than two (2) miles from Rose Avenue K-5 School.

Principal Lines of Business

CTE offers a full spectrum of construction related engineering services to developers, owners, and architects in the California region. These professional engineering services are consolidated under one roof at each of our offices and certified laboratories enabling clients to work with a *'single source'* engineering consultant throughout the entire project.

- Geotechnical Engineering
- Materials Certification
- Construction Materials Testing & Inspection
- Quality Control Management
- DSA Inspection
- Civil Engineering Design
- Site Survey and Mapping
- Environmental Assessment
- **LEED** Certification Experience

Geotechnical – Engineering, Exploration, Soils Testing

Exploration

Pile Design and Construction
 Bridge Design
 Dynamic Site Response
 Soil / Formation Analysis
 Load Bearing
 Determination
 Drainage Evaluations
 Seepage Evaluations
 Pavement Design
 Slope Stability Analysis
 Foundation Design
 Concrete Recommendations
 Seismic Fault Evaluations
 Surface Reconnaissance
 Seismic Assessments
 Test Pit Excavation
 Site Borings/Trenchings
 Sample Collection
 Laboratory Analysis

Soils Testing

Soils / Formation Analysis
 Particle-Size Distribution
 Soil/ Rock Classifications
 Compaction Relationships
 Plasticity Characteristics
 Triaxial and Direct Shear
 Compressive Strengths
 California Bearing Ratio
 Specific Gravity
 Expansion Index
 Resilient Modulus
 Permeability
 Tensile & Elongation
 R-Value
 Groundwater-Water Quality
 Liquifaction

Materials Laboratory

Concrete, Shotcrete
 Masonry, Grout, Mortar
 Reinforcing Steel
 Structural Steel
 Aggregates
 Roofing
 Fireproofing

Specialty Testing

Soils Testing
 Soils / Formation Analysis
 Particle Size Distribution
 Soil Rock Classifications
 Compaction Relationships
 Plasticity Characteristics
 Triaxial and Direct Shear
 Compressive Strengths
 California Bearing Ratio
 Specific Gravity
 Expansion Index



SECTION 2 - GEOTECHNICAL EXPERTISE AND EXPERIENCE

CTE's exceptional staff is qualified to perform DSA services and maintains an excellent rapport with school district facilities directors, design professionals, the Office of Public School Construction, the Division of State Architect, designers, Inspectors of Record, jurisdictional authorities, and contractors.

Relevant Experience

CTE currently provides geotechnical and geologic engineering services for Val Verde Unified School District, Anaheim School District, Lake Elsinore Unified School District, and Jurupa Unified School District projects.

Other clients include the Oxnard Elementary School District, the Oxnard Union High School District, the Santa Paula Unified School District, Oak Park Unified School District, Los Angeles Unified School District, Mendota Unified School District and other private educational institutions.

Expertise with DSA Revisions

CTE professionals attended the CASH workshop on the "Advent of the School Construction Inspector Job Card: DSA Revolutionizes Project Inspection, Management, Electronic Documentation Submittal and Project Close-Out" and is prepared to work with the District's Project Management Team and DSA Lead Project Inspector to meet the DSA requirements.

The DSA's changes to the Construction Oversight Process were designed to streamline the DSA construction phase process and to ensure that projects are certified at the completion of construction. The DSA will soon utilize an Inspection Card Process similar to that used by virtually every building department throughout the State.

CTE utilizes the "BOX" system that DSA has established for document control. CTE Special Inspectors and Field Technicians are equipped with Lap Top Computers or tablet computers to document site activity and facilitate immediate reporting. All documents will be deposited in the "BOX", as required by DSA.



Competitive Advantage

- Intimate knowledge of the geologic challenges of coastal and inland development via multiple credentials: Professional Geologists, Certified Engineering Geologists, Professional Engineers, Civil Engineer, Coastal Engineering.
- Geotechnical engineering staff members hold advanced degrees (Master of Sciences)
- Technicians hold multiple certifications: ICC, AWS, DSA, NICET, City, ACI, Fire & Life Safety. This allows for quick response and multi-tasking while on site.
- Services are provided from our Oxnard Facility located less than four (4) miles away.
- Augmented Services and Support from Pasadena, Riverside and Corporate offices.
- Certified Labs - LEA, AMRL/CCRL, AASHTO, CALTRANS, USACE, NAVFAC, DSA
DSA LEA #217 Oxnard Laboratory
DSA LEA #202 Riverside Laboratory
DSA LEA #008 Escondido Laboratory

PROJECT EXPERIENCE

Oxnard School District
RFP for Geotechnical Engineering Services
Rose Avenue K-5 School Reconstruction



Oxnard Union High School – New High School # 8, Oxnard, CA. Complete 2013

The site of the proposed school was found to be relatively difficult to build due to the presence of groundwater close to the surface, a high potential for liquefaction during an earthquake, and a high risk for flooding during tsunamis.

Contract: \$37,000

Services: Geotechnical and geologic report via multiple geotechnical borings, laboratory testing of selected samples, site reconnaissance, review of geologic maps and historical stereoscopic aerial photographs, geologic hazards evaluations including liquefaction and seismic settlement, design recommendations including earthwork, foundations and slabs, seismic effects and design parameters. There is no start date for construction.

Contact: Mr. Terry Zinger, Construction Manager / 661-287-5620 / tzinger@califcm.com

Granada Hills Charter High School Athletic Buildings, Granada Hills, CA, Complete 2015

The project consists of constructing a 17,000 square foot, 40 feet high athletic building.

Contract: \$12,500

Services: Geotechnical Engineering & Geologic Investigation report via multiple geotechnical borings, laboratory testing of selected samples, site reconnaissance, review of geologic maps and historical stereoscopic aerial photographs, geologic hazards evaluations including liquefaction and seismic settlement, design recommendations including earthwork, foundations and slabs, seismic effects and design parameters.

Contact: Eugene Straub / 818-360-2361/ gstraub@ghchs.com

Southeast High School, Ph 1 & 2, Val Verde Unified School District, Perris, CA, 2015 - 2016

Phase 1 developed 62 acres of land into a high school campus of six (6) one and two story classrooms, administration, and cafeteria buildings (totaling approximately 97,000 square feet), sports fields and track, play courts, lunch shelters, retaining walls, and parking lots. Phase 2 constructed a 50,000 square foot gymnasium building.

Contract: \$250,000

Services: Geotechnical support services during mass and fine grading including over-excavations and compaction testing of structural fill for the building pads, structures.

Reference: Andrew Larson (IOR), 951-234-9623

Greg Whitton / Project Manager, Val Verde Unified School District / 951-940-6100

Santa Paula High School Science Building, Complete 2015

The new \$39 million facility has four computer labs, two of which are designated for specific teachers and two open labs, teacher prep rooms, and a satellite kitchen.

Contract: \$200,000

Services: CTE performed geotechnical, material testing and inspection of soil, concrete, PT concrete, masonry, ceiling wires, steel, NDT, fireproofing, waterproofing, and anchor bolts. CTE's laboratory performed concrete, masonry, steel, and fireproofing materials testing.

Contact: Doug Henning / Facilities and Construction Manager, Santa Paula Unified School District / 805-861-8353



Libby Elementary School, Oceanside Unified School District, CA, Complete 2013

This new construction and modernization project was for a 47,540 square foot elementary school is located on a 14-acre site, and involved modernization of seven classroom/library buildings, conversion of a multi-purpose building into an administration/classroom building, new construction of 2 quad classroom buildings, 2 restroom facilities, one multi-purpose building, and 3 new modular buildings.

Value: \$15M

Contract: \$200,000

Services: Preliminary geotechnical investigation and design for the complete demolition and reconstruction of the project site. Geotechnical and DSA Quality Assurance Inspection and Testing of reinforced concrete, masonry, field welding, epoxy bolting, NDE of welds, and fireproofing. Laboratory testing of construction materials.

Reference: Cheryl Gaston / District Facilities Rep / 760-996-4077 / Cgaston@oside.k12.ca.us

Palmquist Elementary School, Oceanside Unified School District, CA, Complete 2013

The project scope consisted of new construction and modernization of five 1960's era classroom buildings, including new interior and exterior finishes along with state of the art technology upgrades. The extensive campus facelift included the construction of two wood-framed buildings, 11 portable buildings plus new hardscape with new playgrounds. New infrastructure for five modular buildings allows for future growth.

Value: \$11.6M

Contract: \$128,000

Services: Preliminary geotechnical investigation and design for the reconstruction of the project site. Geotechnical and DSA Quality Assurance Inspection and Testing of reinforced concrete, masonry, field welding, epoxy bolting, NDE of welds, and fireproofing. Laboratory testing of construction materials.

Reference: Cheryl Gaston / District Representative / 760-996-4077 / Cgaston@oside.k12.ca.us

CTE has been providing Geotechnical Engineering and Investigative services in Southern California for approximately 28 years.



DSA DISTRICTS / PROJECTS:

ANAHEIM CITY SCHOOL DISTRICT

- John Marshall Elementary School
- Beniro Juarez Elementary School Seismic Retrofit
- James Madison Elementary School Shade Structure

CARLSBAD UNIFIED SCHOOL DISTRICT

- Poinsettia Elementary School
- Carillo Elementary School
- La Costa Meadows Elementary School
- La Costa Heights Elementary School
- Aviara Oaks Middle School
- Calaveras Elementary School
- Olivenhain Pioneer Elementary School
- Southeast Elementary School
- Pacific Rim Elementary School
- Carlsbad USD Administrative Building

DEL MAR UNION SCHOOL DISTRICT

- Del Mar Heights Elementary School
- Del Mar Hills School
- Carmel Del Mar School

CHULA VISTA ELEMENTARY SCHOOLS DISTRICT

- Enrique Camerena Elementary School
- Silver Wing Elementary School
- Rice Elementary School

ENCINITAS UNION SCHOOL DISTRICT

- Paul E. Ecke Elementary School
- Ocean Knoll Elementary School
- Capri Elementary School
- Park Dale Lane Elementary School
- Pacific View School
- Flora Vista Elementary School

ESCONDIDO UNION SCHOOL DISTRICT

- Rock Springs Elementary School
- LR Green School
- Lincoln Elementary and Intermediate Schools
- Orange Glen Elementary School Parking Lot
- Glen View Elementary School
- Hidden Valley Middle School
- Pioneer School
- Rincon Middle School
- Farr Avenue Elementary School
- Rose Elementary School

- Miller Elementary School
- Oak Hill Elementary School Modernization
- Conway Elementary School Modernization
- Central Elementary School Modernization
- Miller Elementary School Modernization

SAN BERNARDINO CITY UNIFIED SCHOOL DISTRICT

- San Bernardino City USD On – Call Services
- Cajon H.S PH2 Retaining Wall Repair

SAN DIEGO UNIFIED SCHOOL DISTRICT

- Caesar Chavez Elementary
- Doyle Elementary School
- Encanto Elementary School
- Jefferson Elementary School
- Rosa Parks Elementary
- Sessions Elementary School
- Zamorano Elementary School

SAN MARCOS UNIFIED SCHOOL DISTRICT

- San Elijo Hills School
- Paloma Elementary School
- Discovery Elementary School
- North County Regional Education Center
- Twin Oaks Elementary School

SAN YSIDRO SCHOOL DISTRICT

- Vista Del Mar School
- Willow Elementary School

SWEETWATER UNION HIGH SCHOOL DISTRICT

- Sweetwater High School
- Southwest Middle School
- Chula Vista High School
- Hilltop High School
- Montgomery High School
- Southwest High School

VAL VERDE UNIFIED SCHOOL DISTRICT

- Orange Vista High School Phase I
- Citrus High School -Swimming Pool
- Val Verde Elementary Modular Buildings
- May Ranch Elementary School
- Val Verde Elementary School Kitchen
- Orange Vista High School Gymnasium



SECTION 3 – KEY PERSONNEL

Geotechnical Engineering Registration / Experience

Name and Title	Project Role	Registration	Experience
Dan Math, GE Vice President	Geotechnical Principal	Professional Engineer, California #61013 Geotechnical Engineer, California #2665	20
Dharmesh Amin, PE, GE	Geotechnical Project Manager	Professional Engineer, California #52029 Geotechnical Engineer, California #2553	34
Josh Myers, CEG, PG	Geotechnical Project Lead	Professional Geologist, California # 2538 Certified Engineering Geologist, California #8292	16
Vincent Patula, CEG, PG, REA Project Geologist	Geotechnical Project Manager	Certified Engineering Geologist, California # 2057 Professional Geologist, California, #6469 Registered Environmental Assessor, California #03300 40 Hour OSHA Safety Training US Army Corps of Engineers Certified Construction Quality Management for Contractors	29
Clifford Craft, GE	Geotechnical Project Manager	Professional Engineer, California#28832 Geotechnical Engineer, California #243	50
Tom Gaeto, RCE President	Geotechnical Principal	Civil Engineer California RCE #40182 Professional Engineer, Nevada #10486 Professional Engineer, New Mexico #10806 Professional Engineer, Colorado #19264	35
Jay Lynch, PG, CEG Principal Engineering Geologist	Geotechnical Principal	Certified Engineering Geologist, California - #1890 Professional Geologist, California - #5646 City of San Diego Registered Special Inspector Deep Foundation, Reinforced Concrete, Pre-Stressed Concrete ICC Special Inspector Reinforced Concrete, Pre-Stressed Concrete ACI Concrete Field Technician OSHA 29 CFR 1910.120 OSHA 40-Hour Course Certified	26
Gregory F. Rzonca, CEG, PG, PE, CEM Engineering Geologist	Geotechnical Project Manager	Certified Engineering Geologist, California #1191 Professional Geologist, California # 3836 Professional Geologist, Arizona #26468 Professional Geologic Engineer, Arizona	35
Martin Siem, RG, CEG Engineering Geologist	Geotechnical Project Manager	Registered Geologist CA - #6992 Certified Engineering Geologist CA - #2311 OSHA 40-hour Training for Health and Safety of Hazardous Waste Workers OSHA 24-hour Training for Supervisors for Health and Safety of Hazardous Waste Workers	29
Colm Kenny Civil Engineer	Geotechnical Project Engineer	Civil Engineer, California #84406 ACORE Construction Quality Mgt Contractors # 784 40-Hour HAZWOPER 10-Hour Construction Safety CPR/First Aid FEMA 100, 200, 700, 800, 546, and 547; Risk Communication and Message Mapping.	15



SECTION 4 – INSURANCE

Insurance Company Name:

Crest Insurance
5285 E. Williams Circle
Tucson, AZ 85711
Kathy Taylor
520-881-5760

Professional Liability

\$2,000,000 aggregate
\$1,000,000 per occurrence

General Liability

\$2,000,000 each occurrence
Damage to rented premises (each occurrence) \$300,000
Medical Expense (any one person) \$10,000
Personal and Adv Injury \$2,000,000
General Aggregate \$4,000,000
Products – comp/op agg \$4,000,000

Automobile Liability

Combined Single Unit \$1,000,000

Umbrella Liability

Each occurrence \$5,000,000
Aggregate \$5,000,000



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/27/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Crest Insurance Group, LLC 5285 E Williams Cir. Ste 4500 Tucson AZ 85711	CONTACT NAME: Kathy K. Taylor PHONE (A/C No. Ext): 520-881-5760 FAX (A/C No.): 520-325-3757 E-MAIL ADDRESS: ktaylor@crestins.com														
INSURED CTE South Inc 14538 Meridian Parkway March Air Force Base CA 92518	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Continental Casualty Company</td> <td>20443</td> </tr> <tr> <td>INSURER B: Valley Forge Insurance Company</td> <td>20508</td> </tr> <tr> <td>INSURER C: American Casualty Ins. Co.</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Continental Casualty Company	20443	INSURER B: Valley Forge Insurance Company	20508	INSURER C: American Casualty Ins. Co.		INSURER D:		INSURER E:		INSURER F:	
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INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES **CERTIFICATE NUMBER:** 1939867263 **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 GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			6011398549	5/1/2016	5/1/2017	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 - COM/OP AGG \$4,000,000 OTHER: \$
C	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			6011293025	5/1/2016	5/1/2017	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ OTHER: \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			6011399006	5/1/2016	5/1/2017	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 OTHER: \$
B	<input 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	Y/N	N/A	6011398745	5/1/2016	5/1/2017	<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

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Evidence of Insurance. This form is subject to all policy forms, terms, endorsements, conditions definitions & exclusions.

CERTIFICATE HOLDER ** EVIDENCE OF COVERAGE ** ...	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 <i>Cody Ritchie</i>
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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
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PRODUCER Crest Insurance Group, LLC 5285 E Williams Cir. Ste 4500 Tucson AZ 85711	CONTACT NAME: Kathy Taylor PHONE (A/C, No. Ext): 520-881-5780 FAX (A/C, No): 520-325-3757 E-MAIL ADDRESS: ktaylor@crestins.com												
INSURER(S) AFFORDING COVERAGE													
INSURED 70CTESOUT CTE South Inc 14538 Meridian Parkway Riverside CA 92518	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 80%;">INSURER A: Continental Insurance Company</td> <td style="width: 20%;">NAIC # 35289</td> </tr> <tr><td>INSURER B:</td><td></td></tr> <tr><td>INSURER C:</td><td></td></tr> <tr><td>INSURER D:</td><td></td></tr> <tr><td>INSURER E:</td><td></td></tr> <tr><td>INSURER F:</td><td></td></tr> </table>	INSURER A: Continental Insurance Company	NAIC # 35289	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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INSURER B:													
INSURER C:													
INSURER D:													
INSURER E:													
INSURER F:													

COVERAGES **CERTIFICATE NUMBER:** 149884416 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability			AEH591888349	5/1/2016	5/1/2017	\$2,000,000 Agg \$1,000,000 Occ

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

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SECTION 5 – PRICE PROPOSAL

Oxnard School District
 RFP for Geotechnical Engineering Services
 Rose Avenue K-5 School Reconstruction





CONFIRMATION OF SCOPE

CTE understands that the proposed project will be constructed in two phases. 1) The western half of the site (currently consisting of athletic fields and paved courts, and several “mobile” classrooms) will be demolished, and five new school buildings are to be constructed. 2) The eastern half of the site (where the majority of the school buildings currently exist) will be demolished and replaced with athletic fields and paved courts, parking lots, and driveways.

We understand that finalized plans are not yet available, but it is likely that the proposed building will be constructed with a slab-on-grade foundation system. Additionally, we understand that the location of the proposed buildings may change, but will generally be located in the area indicated in a document titled “Rose Avenue K-5 School Reconstruction Board Presentation,” published by your office.

CTE will meet and/or exceed the scope of services as described herein. The scope of our services will consist of, but not be limited to, a site surface reconnaissance, subsurface exploration, a collection of representative samples, laboratory testing of samples, a review of geologic and geotechnical data, analysis of the field and laboratory data, a liquefaction study, the preparation of a Geotechnical Investigation, the preparation of a Geologic Investigation, subsequent responses to comments from the Division of State Architect, and the review and signing of project plans. Additionally, our report will address criteria requirements from the Division of State Architect (as defined by the California Geological Survey) for geotechnical and geologic investigations.

The following is a summary of the proposed work to be performed in support of our investigations with regards to a Geotechnical Investigation, a Geologic Investigation, and Additional Work.

In support of a Geologic Investigation (to include a liquefaction study), we propose to perform the following:

- Review of readily available geologic and soils reports archived by Ventura County
- Review of published soil reports by the United States Department of Agriculture
- Coordination of utility mark-outs.
- Obtaining of necessary work permits, such as boring and CPT permits.
- Logging of approximately 4 exploratory borings with depths varying between 10 and 20 feet below current grades over the course three days that will have been excavated with a truck-mounted drill rig.
- Logging of 2 or 3 exploratory borings with depths of at least approximately 50 feet below current grades with a truck-mounted drill rig in order to satisfy the DSA (California Department of State Architecture) requirement of the performance of a seismic liquefaction analysis.
- CPT sounding of approximately 6 exploratory soundings with depths varying between 10 and 50 feet below current grades over the course one or two days that will have been excavated with a truck-mounted CPT rig.
- Classification of observed soils in the borings per United Soils Classification System by a registered Professional Engineer or Professional Geologist at the time of drilling
- Testing of in-situ soils by the Standard Penetration Test (SPT)
- Select sampling of soils during observation of the drilling of exploratory borings
- Select sampling of surface soils in proposed paved areas and areas to be graded as athletic fields and courts.
- Laboratory testing of selected soil samples for physical qualities, including direct shear, gradation, California Bearing Ratio, maximum density and moisture content (Proctor), expansion index, and Atterberg Limits.



- Laboratory testing of selected soil samples for corrosive qualities (alkali or pH, sulfate content, chloride content and resistivity) with regards to steel and concrete
- Summaries of laboratory testing
- Summary of data used for our analysis for liquefaction potential
- Preparation of a geotechnical report to include:
 - Description of the site soils, including the potential for problematic soils (existing fill material, expansive, collapsible, weak, etc., soils)
 - Analysis of field and laboratory data
 - Summary of field work including boring logs
 - Descriptions of groundwater encountered during drilling and from well data and historical records, including seasonal effects and any potential need for dewatering during or after construction
 - Liquefaction analysis using the computer program LiquifyPro using data obtained from SPT testing during drilling, and results of the liquefaction analysis
 - Review of data and findings to be presented in our Geologic Investigation
 - Recommendations for site grading preparations (cuts, clearing, over excavations, scarification, etc.)
 - Recommendations for grading and fill placement
 - Recommendations for compaction of fill materials below proposed buildings, paved areas, flatwork, landscaped areas, athletic fields or areas to receive fill
 - Recommendations for the construction and backfilling of utility trenches, including shoring or bracing, and the need laybacks or sloping
 - Recommendations for compacting backfill in utility trenches
 - Recommendations for utility trenches adjacent to or crossing buildings and footings
 - Recommendations for import material, if needed, with regards to material physical and chemical properties
 - Allowable bearing capacities for foundations for on-site and import soils, including end bearing capacities and skin frictions if deeper pier foundations are recommended
 - Recommendations for foundation sizes, dimensions and type (spread footings, slab-on-grade foundations, and/or deeper pier foundations, when practical) for the proposed buildings, pole structures (flag poles and athletic-related poles, for example) and other proposed structures at the site
 - Estimations of total and differential settlement for the proposed buildings
 - Descriptions an estimations of physical properties of the soil that may affect the proposed construction, such as the modulus of sub grade reactivity, surcharge loading from the proposed structures and grading,
 - Recommendations for asphalt or concrete driveway, access roads and parking areas with regards to vehicular traffic, including larger vehicles such as delivery or emergency vehicles
 - Recommendations with regards to fluid pressures, passive pressures, lateral pressures and coefficient of sliding frictions with regards to retaining walls, including vaults for elevator shafts
 - Recommendations for construction with regards to tsunami potential, seismic activity and other geologic hazards or issues addressed in our Geologic Investigation
 - Recommendations for construction with regards to current Department of State
 - Architect (DSA) requirements
- Review and signature of the Geotechnical Investigation by a registered Professional Engineer in the State of California

CTE proposes to perform the following in support of a Geologic Investigation:



- Review of readily available geologic reports
- Review of data collected for our Geotechnical Report
- Review of historical aerial photographs.
- Review of other historical documents pertinent to the site.
- Review of documents related geologic hazards in the area including:
 - Alquist-Priolo maps published by the California Geologic Survey with regards to active faulting in the vicinity
 - Tsunami inundation maps published by the California Geologic Survey
 - Flood maps published by Ventura County and the Federal Emergency Response Administration (FEMA)
 - Various other hazard maps published by the California Geologic Survey, USGS
 - Review published liquefaction maps to be used in tandem with the liquefaction study to be included within our Geotechnical Investigation
- Review of active fault mapping and historical earthquake data
- Analysis of potential seismicity at the site and effects of the seismicity on the proposed construction
- Geologic analysis
- Preparation of a report including results of our reviews and analysis
- Review and signature from a Certified Engineering Geologist in the State of California

We proposed to perform the following additional work beyond the Geotechnical and Geologic Investigations:

- Respond to comments where no further field work is required, and the responses will only require analysis or letter writing
- Three RFI comments
- Review and stamp plans on 2 different occasions for 2 different sets of plans

ESTIMATED FEES FOR GEOTECHNICAL INVESTIGATION

The following are the major items of our anticipated scope of work for the proposed Public School Campus and their associated costs to perform:

1. Field Investigation, Exploration and Sampling: \$ 8,500
2. Laboratory Testing: \$ 3,500
3. Geologic Investigation: \$ 600
4. Geotechnical Report preparation (*including a liquefaction study*): \$ 3,300
(5 copies Draft, 5 copies of final Report plus electronic copy)
5. Additional Work (*Two DSA Responses, plan review, and Three RFI Responses*): \$1,000

Estimate Total: \$16,900

OPTIONAL ITEMS

1. Percolation Tests: \$ 1,200

Thank you for the opportunity to submit our qualifications for Geotechnical Engineering services for this project. As construction progresses, please keep us in mind for materials testing and special inspection services as well.

**OXNARD SCHOOL DISTRICT
AGREEMENT FOR CONSULTANT SERVICES
(MASTER AGREEMENT – GEOTECHNICAL ENGINEERING)**

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 **Construction Testing and Engineering, Inc.** (“Consultant”) with a business address at 1645 Pacific Avenue, Suite 107, Oxnard, CA 93033. 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 [X] does not qualify as a "designate 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.

AB (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.

TD (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.

RB (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: Construction Testing and Engineering, Inc.
1645 Pacific Avenue, Suite 107
Oxnard, CA 93033
Attention: Michael Molina
T: (805) 486-6475
Email: mmolina@cte-inc.net

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

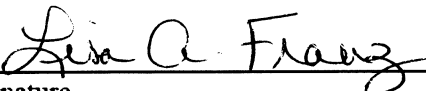
any rights under this Agreement or the WAL, and Consultant shall remain liable to District in accordance with this Agreement and the WAL for all damages to District caused by Consultant's failure to perform any of the Services to the Standard of Performance. This provision shall survive the termination 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:

**CONSTRUCTION TESTING & ENGINEERING
INC.:**



Signature



Signature

Lisa A. Franz, Director, Purchasing

Typed Name/Title

Rodney Ballard, President

Typed Name/Title

11-20-13

Date

Oct. 30, 2013

Date

Tax Identification Number: 95-6002318

Tax Identification Number: 93-0997190

- Not Project Related
 Project #13-124


EXHIBIT A
TO AGREEMENT FOR CONSULTANT SERVICES #13-124

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.

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	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:		

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**EXHIBIT B
TO AGREEMENT FOR CONSULTANT SERVICES #13-124**

COMPENSATION & RATE/FEE SCHEDULE

I. The following rates of pay shall apply in the performance of the Services under this Agreement and the WAL:

Schedule of Fees and Services	
PROFESSIONAL SERVICES	Rate per Hour
<u>PROFESSIONAL ENGINEERING STAFF</u>	
Principal Engineer / Geologist	\$110
Senior Engineer / Geologist / Architect	\$86
Project Engineer / Geologist / Architect	\$85
Environmental Consultant / Registered Environmental Assessor	\$95
Staff Engineer / Geologist / Architect	\$85
Environmental Specialist	\$85
Environmental Technician	\$85
Roofing / Waterproofing Inspector	\$85
Roofing / Waterproofing Consultant	QUOTE
<u>INSPECTION SERVICES & QUALITY CONTROL</u>	
Pile Driving Inspector / Deep Foundation Inspector	\$85
Senior Soil Technician includes nuclear gauge or mobile laboratory	\$75
Soil Technician II includes nuclear gauge or mobile laboratory	\$76
Mechanical / Electrical Inspector	\$85
Registered Special Inspector (Concrete, Masonry, Welding, Pre-Stress, Fireproofing)	\$72
Shop Fabrication Inspection (Within California)	QUOTE
Shop Fabrication Inspection (Outside California)	QUOTE
Field Technician I (ACI / Soil)	\$75
Concrete Technician (ACI)	\$72
Inspector of Record / DSA / OSH-PD Inspector	QUOTE
Quality Control Representative	QUOTE
Submittal Reviewer	QUOTE
Prevailing Wage Site Work	QUOTE
QC Plan Preparation	QUOTE
<u>NON-DESTRUCTIVE TESTING SERVICES</u>	
Non-Destructive Testing Inspector (ultrasonic, magnetic particle, dye penetrant)	\$85
Metallic Surface Coatings (Paint or Fluorescent Fireproofing)	QUOTE
Radiographic (low power portable and laboratory available)	QUOTE
<u>SPECIAL SERVICES:</u>	
Coring / Sawing Operator & Equipment (1-man crew)	\$150
Coring / Sawing Operator & Equipment (2-man crew)	\$225
Floor Flatness (includes reports and Registered Engineer Certification)	\$150
Mobilization / Demobilization - flat rate	N/A
Reinforcing Steel Location	\$85
Anchor Pull Tests - up to 30 tons	\$96
Glue Lamination Inspection	QUOTE
Batch Plant Inspector	\$75
Procedure Qualification per: AWS, ASME or Military Standards	QUOTE
<u>SUPPORT SERVICES:</u>	
Certificate of Completion	\$350
Draftsman	\$60
Express Mail (FEDEX/UPS) (minimum)	\$30
Facsimile (each page)	\$1
File Search, re-issue of report, copies (minimum)	\$50
Review of Files for processing Affidavits and Certifications	\$45
Word Processing/Secretarial (per hour)	\$45
Sample Pickup	\$50
<u>COURT APPEARANCE AND DEPOSITIONS:</u>	
Senior Professional Preparation, Deposition or Testimony	\$250
Travel & Expenses	Actual + 15%
Evidence Storage (per month)	\$50

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Schedule of Fees and Services			
MATERIALS TESTING	Price per Specimen	ASTM Designation	Other Method Used
SOILS:			
California Bearing Ratio (CBR), Includes Maximum Density Curve	\$360	D 1883	---
Cement Treated Base, Laboratory Design - Soil Cement, Each Set	\$435	D-558	---
Cement Treated Base, Sample Fabrication (Set of Three)	\$120	D-558	CTM 312
Cement Treated Base, Compression Test	\$25	---	---
Chloride Content of Soil	\$70	---	---
Conductivity	\$35	---	CAL-TM-424
Consolidations - Per Point	200.00 or \$65.00 per point	D 2435	---
Direct Shear Test	\$195 to \$245	D 3080	---
Expansion Index	\$140	D 4829	UBC 18-2
Hydrometer Analysis (Fine Grade)	\$100	D-422	---
Hydrometer Analysis with coarse & fine grade	\$230	---	---
Laboratory Compaction Test (Moisture Density-Each Curve)	\$190	D 1557	CTM 216
Laboratory Compaction Test Requiring Rock Correction	\$225	D 1557 / D 4718	---
Moisture Content	\$35	D 2216	---
Plasticity Index / Liquid Limit/Atterburg Limits	\$100	D 4318	---
Permeability Test - Constant Head			
Fine Grained Soil	\$210	D-5084	---
Granular Soil	\$350	D 2434	---
Other	QUOTE	D 4318	---
R - Value (Minimum 3 pts.)	\$225	D-2844	CTM 301
Resistivity and pH of Soil	\$150	D-4972	CTM 643
Sand Equivalent	\$100	D 2419	CTM 217
Shrinkage Limit	\$90	D 427	---
Sodium Sulfate Soundness (Per Size Fraction)	\$70	C 68	---
Soil Classification w/ Atterburg & Gradation	\$240	D 2467	---
Sulphate Content of Soil	\$80	---	---
AGGREGATES:			
Absorption Test, Coarse Aggregate	\$25	C 127	---
Absorption Test, Fine Aggregate	\$25	C 128	---
Aggregate Conformance Testing for State of California Projects (Includes: Sieve Analysis, Specific Gravity, No. 200 Wash, Organic Impurities, Unit Weight)	\$210	---	---
Clay Lumps and Friable Particles	\$85	C 142	---
Cleanliness Value	\$70	---	CTM 227
Crushed Particles, Percent	\$110	---	CTM 205
Durability Index, Coarse Aggregate	\$95	D 3744	CTM 229
Durability Index, Fine Aggregate	\$70	D 3744	CTM 229
LA Rattler	\$150	C 131 or C 535	CTM 211
Mortar making properties of fine aggregates	\$225	C 87	---
Organic Impurities in Sand	\$45	C 40	---
Sieve Analysis (Gradation), Coarse Aggregate	\$50	C 136	---
Sieve Analysis (Gradation), Fine Aggregate (Including Wash)	\$75	C 136	---
Soundness of Aggregates by Sulfates	\$45	---	---
Specific Gravity, Fine Aggregate	\$50	C 128	---
Specific Gravity, Coarse Aggregate	\$40	C 127	---
Unit Weight per Cubic Foot, Voids in Aggregate	\$50	C 29	---

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II. Consultant may utilize subcontractors as permitted in the Agreement and the WAL. The hourly rate for any subcontractor shall be consistent with the rate and fee schedule indicated in Section I above, unless other direction is provided with written authorization from District Superintendent or his/her designee.

III. Claims for reimbursable expenses shall be documented by appropriate invoices and supporting receipts. Consultant may be reimbursed for those reasonable out-of-pocket expenses set forth below that are incurred and paid for by Consultant beyond the typical obligations under this Agreement and the WAL, but only to the extent that such expenses are directly related to Services satisfactorily completed, are approved by District in writing and do not cause the amounts paid to Consultant to exceed the amounts allowed under this Agreement and the WAL. No mark-up of any expense is permitted. The following is the EXCLUSIVE list of reimbursable expenses:

A. Travel and Mileage. Consultant must request the travel in writing and justify why the travel should be reimbursed. Travel expenses must be approved in writing by District, in its sole discretion. Trips from any Consultant's office to District's office or to the subject project site will not be approved for reimbursement.

B. Reimbursable Reprographic Services. Print sets or copies requested in writing by District beyond the quantities required under the WAL.

C. Fees for Subcontractors. Fees for subcontractors hired and paid by Consultant at the written request of District and are permitted in the Agreement and the WAL.

D. Fees advanced for securing approval of public agencies having jurisdiction over any project hereunder.

IV. Consultant shall provide to District a complete Schedule of Values (SOV), identifying major work activities required to complete the authorized scope of work. All invoices must reflect the appropriate progress percentage for each SOV item billed, to be verified by District. District will compensate Consultant for the Services performed upon approval by District of a valid and complete invoice, in form and substance acceptable to District. See Exhibit G for required Invoice Approval Form and Billing Cover Sheet. The Billing Cover Sheet shall reflect the approved SOV. In connection with Services that are only partially completed at the time an invoice is paid, notwithstanding any provision of the Agreement, the WAL, or any other document, payment of the invoice does not constitute acceptance of the partially completed work or Service. Each invoice is to include:

A. Billing Cover Sheet/SOV with all appropriate progress percentages identified toward completion of the Services.

B. Acceptable back-up for billings shall include, but not be limited to:

- a. Records for all personnel describing the work performed, the number of hours worked, and the hourly rate, for all time charged to the Services.**
- b. Records for all supplies, materials and equipment properly charged to the Services.**
- c. Records for all travel pre-approved by District and properly charged to the Services.**
- d. Records for all subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.**

Unless otherwise directed by District, in writing, completed invoices are to be submitted to the attention of the Director of Purchasing and the Assistant Superintendent, Business and Fiscal Services. To be considered complete, the invoice packet shall include all back-up documentation required by District and sign-off from District staff, Program Manager or project manager assigned by District to supervise the Services.

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V. The total compensation for the Services shall be provided for in the WAL(s) issued subsequent to this Agreement.

VI. Compensation Upon Termination. In the event that District suspends or terminates this Agreement, the WAL or any of the Services pursuant to Section 11 or Section 12a of the Agreement, District will pay Consultant as provided herein and the WAL for all Services and authorized Additional Work actually performed, and all authorized reimbursable expenses actually incurred and paid, under and in accordance with this Agreement and the WAL, up to and including the date of suspension or termination; provided that such payments shall not exceed the amounts specified in the Agreement and the WAL as compensation for the Services completed, plus any authorized Additional Work and authorized reimbursable expenses completed prior to suspension or termination. No payment for demobilization shall be paid unless District at its sole discretion determines that demobilization or other compensation is appropriate. After a notice of termination is given, Consultant shall submit to District a final claim for payment, in the form and with certifications prescribed by District. Such claim shall be submitted promptly, but in no event later than forty (40) calendar days after the Termination Date specified on the notice of termination. Such payment shall be Consultant's sole and exclusive compensation and District shall have no liability to Consultant for any other compensation or damages, including without limitation, anticipated profit, prospective losses, legal fees or costs associated with legal representation or consequential damages, of any kind.

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EXHIBIT C
TO AGREEMENT FOR CONSULTANT SERVICES #13-124

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 #13-124

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 #13-124
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: Shawn Huffman

Title: Project Manager

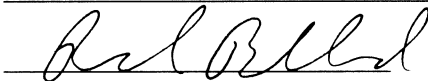
AND/OR

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: Oct. 30, 2013

Proper Name of Contractor: Construction Testing & Engineering, Inc.

Signature: 

By: Rodney Ballard

Its: President

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EXHIBIT "F"
TO AGREEMENT FOR CONSULTANT SERVICES #13-124

SCOPE OF SERVICES (PART 1 OF 2) – GEOTECHNICAL ENGINEERING

The Geotechnical's Scope of Work includes, but is not limited to, the following:

Consultant shall ensure that project design documents are representative of actual soils conditions, including bearing capacity and recommended slab and foundation designs. The geotechnical engineer will also be required to monitor certain construction activities, as determined by the architect of record, and to confirm that construction activities were performed satisfactorily and achieved required compaction.

1. Borings:

- a. The location and depth of the proposed borings proposed by the Consultant shall be submitted by the Consultant for District approval. Quantity and locations of proposed borings must be adequate to satisfy requirements of any and all state and federal agencies, laws and regulations governing K12 construction. If the Consultant finds it necessary to change the location or depth of any of these proposed borings, the Architect of Record shall be notified and a new location or depth shall be agreed upon between the Architect and the Consultant.
- b. If unusual conditions are encountered, including but not limited to unanticipated materials which cannot be penetrated by standard sampling equipment, the Consultant shall immediately consult with the Architect of Record for the Project.
- c. The Consultant shall advise the Architect of Record as to any further exploration and testing required to obtain information that the Consultant requires for a professional interpretation of subsoil conditions at the building site and shall perform such additional work as authorized by the Owner after consultation with the Architect of Record. The extent of exploration undertaken shall be consistent with the scope of the Project as indicated by the information given above and by any drawings attached hereto.
- d. Unless otherwise stipulated, drilling and sampling will be performed in accordance with current applicable ASTM (American Society of Testing and Materials) standards and other standards, including, but not limited to ASTM standards D1586, D1587 and D2113.
- e. The field logs and boring maps shall be prepared either by a Geotechnical Engineer or by an experienced soils technician acting under the supervision of a Geotechnical Engineer. All samples shall be preserved by the Consultant until all foundations are complete and accepted by DSA.

2. Drilling and sampling methods and protection of property:

- a. The Consultant shall contact the Owner and all utility companies for information regarding buried utilities and structures and shall take all reasonable precautions to prevent damage to property both visible and concealed. All drilling and digging locations shall be coordinated with verified underground utility locations to avoid damaging existing infrastructure and/or utilities. Consultant is responsible for any and all impacts, damages, and delays caused by boring operations that damage existing infrastructure and/or utilities. The Consultant shall reasonably restore the site to the condition existing prior to the Consultant's entry and work. Such restoration shall include, but not be limited to, backfilling of borings, patching of slabs and pavements, and repair of lawns and

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plantings. Each boring should be temporarily plugged, pending additional groundwater readings. At the completion of the groundwater readings, the borings shall be permanently plugged, including patching of slabs and pavements.

- b. Again, field logs and boring maps shall be prepared either by a Geotechnical Engineer or by an experienced soils technician acting under the supervision of a Geotechnical Engineer. All samples shall be preserved by the Consultant until all foundations are complete and accepted by DSA.

3. Percolation Testing:

- a. The Consultant shall perform percolation testing at a minimum of three (3) locations agreed upon between the District, Architect of Record, and Consultant.

As part of the Services, Consultant will prepare and deliver the following tangible work products to District:

4. Reports

- a. The Consultant shall prepare both draft and final reports reflecting the results of all investigation, analysis, study and findings. The reports shall be prepared on white paper, 8 1/2 x 11 inches, suitable for photocopying, and shall be bound in booklet form.
- b. The Consultant shall prepare reports in accordance with the items listed below:
 - i. All data required to be recorded according to the ASTM standards or other standard test methods employed shall be obtained, recorded in the field and referenced to boring numbers; soil shall be classified in the field logs in accordance with applicable ASTM standards and other standards, including, but not limited to, ASTM standard D2488. Classification for final logs shall be based on field information, results of tests, and further inspection of samples in the laboratory by the Geotechnical Engineer preparing the reports. The Report shall:
 - Include a chart illustrating the soil classification criteria and the terminology and symbols used on the boring logs;
 - Identify the ASTM standards or other recognized standard sampling and test methods utilized; and,
 - Provide a plot plan giving dimensioned locations, size, & depths of test borings, and percolation testing locations.
 - Provide vertical sections for each boring plotted and graphically presented showing number of borings, sampling method used, date of start and finish, surface elevations, description of soil and thickness of each layer, depth to loss or gain of drilling fluid, hydraulic pressure required or number of blows per foot (N value for each sample) and, where applicable, depth to wet cave-in, depth to artesian head, groundwater elevation and time when water reading was made and presence of gases. Note the location of strata containing organic materials, wet materials or other inconsistencies that might affect engineering conclusions. The report shall also:
 - Describe the existing surface conditions and summarize the subsurface conditions, including percolation rates and related information;
 - Provide appropriate subsurface profiles of rock or other bearing stratum;
 - Estimate potential variations in elevation and movements of subsurface water due to seasonal influences; and,
 - Report all laboratory determinations of soil properties.

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- c. Disposition of Samples: After all laboratory tests have been completed, dispose of samples after foundation installation is complete and accepted by DSA
- d. Foundation Engineering Evaluation and Recommendations: The Consultant shall analyze the information developed by investigation or otherwise available to the Consultant, including those aspects of the subsurface conditions which may affect design and construction of proposed structures, and shall consult with the Architect of Record on the design and engineering requirements of the Project. Based on such analysis and consultation, the Consultant shall submit a professional evaluation and recommendations for the necessary areas of consideration including, but not limited to, the items listed below:
 - i. Foundation support of the structure and slabs, including bearing pressures, bearing elevations, foundation design recommendations and anticipated settlement.
 - ii. Anticipation of, and management of, groundwater for design of structures and pavements.
 - iii. Lateral earth pressures for design of walls below grade, including backfill, compaction and subdrainage, and their requirements.
 - iv. Soil material and compaction requirements for site fill, construction backfill, and for the support of structures and pavements.
 - v. Subgrade modules for design of pavements or slabs.
 - vi. Temporary excavation and temporary protection, such as excavation sheeting, underpinning and temporary dewatering systems.
 - vii. Stability of slopes.
 - viii. Seismic activity.
 - ix. Frost penetration depth and effect.
 - x. Analysis of the effect of weather or construction equipment or both on soil during construction.
 - xi. Analysis of soils to ascertain presence of potentially expansive, deleterious, chemically active or corrosive materials or conditions, or presence of gas.
 - xii. Evaluation of depth of material requiring rock excavation and methods of removal.
- e. Report Submittal and Approval: A draft report shall be submitted to the District and Architect of Record for review and comment prior to the preparation of a final report for submittal to the District. Thereafter, the final report shall be prepared by the Consultant and shall comply with all requirements of those State and Federal authorities having jurisdiction over K-12 construction. The Consultant shall evaluate and respond to all comments in a prompt and satisfactory manner. The Geotechnical Engineering report will be submitted by the Architect of Record to the State as part of the DSA approval process for this project.

5. Construction Phase Services

- a. Respond to all RFI's generated related to the Consultant's report prepared pursuant to this RFP and perform field observation duties as required by T-24 Part1, Sections 4-211, 4-214, 4-215, 4-216 and 4-217.
- b. 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:

- A.** Work plan and schedule for completion of services
- B.** Confirmation of completion of boring, drilling, sampling & testing activities

DUE DATE

- NTP + 3 days**
- NTP + 15 days**

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C. Draft geotechnical engineering report for District review & comments **NTP + 25 days**

D. Final geotechnical engineering report for District approval **NTP + 30 days**

6. Time

The final geotechnical engineering report shall be completed and hard copies with electronic files transmitted within 30 calendar days of the notice to proceed.

7. Accuracy Standards

Precision of the geotechnical engineering report and recommendations shall be in accordance with the professional standard of care to be expected of professional engineers and geologists licensed to practice within the State of California.

- Not Project Related
- Project #13-124

EXHIBIT "G"
TO AGREEMENT FOR CONSULTANT SERVICES #13-124
INVOICE APPROVAL LETTER & BILLING COVER SHEET

DATE:

Project No. ___: [INSERT PROJECT NAME]

Consultant: Construction Testing & Engineering, Inc. ("CTE")

CTE 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 CTE, 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.

Construction Testing & Engineering, Inc. 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 #13-124

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@cfvinc.com), or mail to the CFV 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)
11/4/2013

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 Crest Insurance Group, LLC 5285 East Williams Circle Suite 4500 CA# 0G31993 Tucson AZ 85711	CONTACT NAME: Kathy Taylor PHONE (A/C, No, Ext): 520-881-5760 E-MAIL ADDRESS: ktaylor@crestins.com	FAX (A/C, No): 520-325-3757
	INSURER(S) AFFORDING COVERAGE	
INSURED 70CONSTES CTE, CAL, Inc. 14538 Meridian Parkway, Suite A Riverside CA 92518-3018	INSURER A : Travelers Property Casualty Co. of	NAIC # 25674
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 675832320 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC	Y	Y	6308298X967	4/17/2013	4/17/2014	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
								\$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	Y	Y	8108298X967	4/17/2013	4/17/2014	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"/> EXCESS LIAB <input checked="" type="checkbox"/> RETENTION \$0 <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE			CUP8298X967	4/17/2013	4/17/2014	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/A	UB8298X967	4/17/2013	4/17/2014	<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)
Re: Project #13-124. Certificate Holder is additional insured under general and auto liability if required by written contract per the attached policy forms. Waiver of Subrogation & Primary & Non Contributory applies if required by written contract per attached forms. Coverage is subject to policy forms, terms, conditions, definitions & exclusions.

CERTIFICATE HOLDER Oxnard School District Caldwell Flores Winters, Inc. 1901 S. Victoria Ave., Suite 106 Oxnard CA 93035	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 <i>Cody Ritchie</i>

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED – WRITTEN CONTRACTS (ARCHITECTS, ENGINEERS AND SURVEYORS)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

1. The following is added to SECTION II – WHO IS AN INSURED:

Any person or organization that you agree in a "written contract requiring insurance" to include as an additional insured on this Coverage Part, but:

- a. Only with respect to liability for "bodily injury", "property damage" or "personal injury"; and
- b. If, and only to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the "written contract requiring insurance" applies. The person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.

The insurance provided to such additional insured is limited as follows:

- c. In the event that the Limits of Insurance of this Coverage Part shown in the Declarations exceed the limits of liability required by the "written contract requiring insurance", the insurance provided to the additional insured shall be limited to the limits of liability required by that "written contract requiring insurance". This endorsement shall not increase the limits of insurance described in Section III – Limits Of Insurance.
- d. This insurance does not apply to the rendering of or failure to render any "professional services" or construction management errors or omissions.
- e. This insurance does not apply to "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the "written contract requiring insurance" specifically requires you to provide such coverage for that additional insured, and then the insurance provided to the additional insured ap-

plies only to such "bodily injury" or "property damage" that occurs before the end of the period of time for which the "written contract requiring insurance" requires you to provide such coverage or the end of the policy period, whichever is earlier.

2. The following is added to Paragraph 4.a. of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:

The insurance provided to the additional insured is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured for a loss we cover. However, if you specifically agree in the "written contract requiring insurance" that this insurance provided to the 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" available to the additional insured which covers that person or organization as a named insured for such loss, and we will not share with that "other insurance". But this insurance provided to the additional insured still is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured when that person or organization is an additional insured under any "other insurance".

3. The following is added to SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:

Duties Of An Additional Insured

As a condition of coverage provided to the additional insured:

- a. The additional insured must give us written notice as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, such notice should include:

COMMERCIAL GENERAL LIABILITY

- i. How, when and where the "occurrence" or offense took place;
 - ii. The names and addresses of any injured persons and witnesses; and
 - iii. The nature and location of any injury or damage arising out of the "occurrence" or offense.
- b. If a claim is made or "suit" is brought against the additional insured, the additional insured must:
- i. Immediately record the specifics of the claim or "suit" and the date received; and
 - ii. Notify us as soon as practicable.
- The additional insured must see to it that we receive written notice of the claim or "suit" as soon as practicable.
- c. The additional insured must immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.
- d. The additional insured must tender the defense and indemnity of any claim or "suit" to

any provider of other insurance which would cover the additional insured for a loss we cover. However, this condition does not affect whether this insurance provided to the additional insured is primary to that other insurance available to the additional insured which covers that person or organization as a named insured.

4. The following is added to the **DEFINITIONS** Section:
- "Written contract requiring insurance" means that part of any written 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 the signing and execution of the contract or agreement by you;
 - b. While that part of the contract or agreement is in effect; and
 - c. Before the end of the policy period.

COMMERCIAL GENERAL LIABILITY

Suit of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:

Notice of an "occurrence" or of an offense which may result in a claim must be given as soon as practicable after knowledge of the "occurrence" or offense has been reported to you, one of your "executive officers" (if you are a corporation), one of your partners who is an individual (if you are a partnership), one of your managers (if you are a limited liability company), one of your trustees who is an individual (if you are a trust), or an "employee" (such as an insurance, loss control or risk manager or administrator) designated by you to give such notice.

Knowledge by any other "employee" of an "occurrence" or offense does not imply that you also have such knowledge.

Notice of an "occurrence" or of an offense which may result in a claim will be deemed to be given as soon as practicable to us if it is given in good faith as soon as practicable to your workers' compensation, accident, or health insurer. This applies only if you subsequently give notice of the "occurrence" or offense to us as soon as practicable after you, one of your "executive officers" (if you are a corporation), one of your partners who is an individual (if you are a partnership), one of your managers (if you are a limited liability company), one of your trustees who is an individual (if you are a trust), or an "employee" (such as an insurance, loss control or risk manager or administrator) designated by you to give such notice discovers that the "occurrence" or offense may involve this policy.

Q. OTHER INSURANCE CONDITION

1. The following replaces Paragraph 4., Other Insurance of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:

4. Other Insurance

If valid and collectible "other insurance" is available to the insured for a loss we cover under Coverages A or B of this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when b. below applies. If this insurance is primary, our obligations are not affected unless any of the "other insurance" is also primary. Then, we will share with all that "other insur-

ance" by the method described in c. below.

b. Excess Insurance

This insurance is excess over any of the "other insurance", whether primary, excess, contingent or on any other basis:

- (1) That is Fire, Extended Coverage, Builder's Risk, Installation Risk, or similar coverage for "your work";
- (2) That is Fire insurance for premises rented to you or temporarily occupied by you with permission of the owner;
- (3) That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner; or
- (4) If the loss arises out of the maintenance or use of aircraft, "autos", or watercraft to the extent not subject to Exclusion g. of Section I – Coverage A – Bodily Injury And Property Damage Liability; or
- (5) That is available to the insured when the insured is an additional insured under any other policy, including any umbrella or excess policy.

When this insurance is excess, we will have no duty under Coverages A or B to defend the insured against any "suit" if any provider of "other insurance" has a duty to defend the insured against that "suit". If no provider of "other insurance" defends, we will undertake to do so, but we will be entitled to the insured's rights against all those providers of "other insurance".

When this insurance is excess over "other insurance", we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1) The total amount that all such "other insurance" would pay for the loss in the absence of this insurance; and

COMMERCIAL GENERAL LIABILITY

- (2) The total of all deductible and self-insured amounts under that "other insurance".

We will share the remaining loss, if any, with any "other insurance" that is not described in this Excess Insurance provision.

c. Method Of Sharing

If all of the "other insurance" permits contribution by equal shares, we will follow this method also. Under this approach each provider of insurance contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the "other insurance" does not permit contribution by equal shares, we will contribute by limits. Under this method, the share of each provider of insurance is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all providers of insurance.

2. The following definition is added to SECTION V – DEFINITIONS:

"Other insurance":

- a. Means insurance, or the funding of losses, that is provided by, through or on behalf of:
- (1) Another insurance company;
 - (2) Us or any of our affiliated insurance companies, except when the Non cumulation of Each Occurrence Limit section of Paragraph 5. of LIMITS OF INSURANCE (Section III) or the Non cumulation of Personal and Advertising Injury limit sections of Paragraph 4. of LIMITS OF INSURANCE (Section III) applies;
 - (3) Any risk retention group;
 - (4) Any self-insurance method or program, other than any funded by you and over which this Coverage Part applies; or
 - (5) Any similar risk transfer or risk management method.
- b. Does not include umbrella insurance, or excess insurance, that you bought specifically to apply in excess of the Limits of

Insurance shown on the Declarations of this Coverage Part.

R. UNINTENTIONAL OMISSION

1. The following is added to Paragraph 6. Representations of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:

The unintentional omission of, or unintentional error in, any information provided by you which we relied upon in issuing this policy shall not prejudice your rights under this insurance.

2. This Provision R. does not affect our right to collect additional premium or to exercise our right of cancellation or nonrenewal in accordance with applicable insurance laws or regulations.

S. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US WHEN REQUIRED BY CONTRACT

The following is added to Paragraph 8. Transfer of Rights of Recovery Against Others to Us of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:

We waive any rights of recovery we may have against any person or organization because of payments we make for "bodily injury", "property damage", "personal injury" or "advertising injury" arising out of:

1. Premises owned by you, temporarily occupied by you with permission of the owner, or leased or rented to you;
2. Ongoing operations performed by you, or on your behalf, under a contract or agreement with that person or organization;
3. "Your work"; or
4. "Your products".

We waive these rights only where you have agreed to do so as part of a "written contract requiring insurance" entered into by you before, and in effect when, the "bodily injury" or "property damage" occurs, or the "personal injury" offense or "advertising injury" offense is committed.

T. AMENDED BODILY INJURY DEFINITION

The following replaces the definition of "bodily injury" in the DEFINITIONS Section:

"Bodily injury" means bodily injury, mental anguish, mental injury, shock, fright, disability, humiliation, sickness or disease sustained by a per-



**WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY
ENDORSEMENT WC 00 03 13 (00) -**

POLICY NUMBER: UB8298X967

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

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.)

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

SCHEDULE

DESIGNATED PERSON:

Blanket Waiver of Subrogation

DESIGNATED ORGANIZATION:

Blanket Waiver of Subrogation

DATE OF ISSUE: - -

ST ASSIGN:

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.

- | | |
|--|---|
| <p>A. BROAD FORM NAMED INSURED</p> <p>→ B. BLANKET ADDITIONAL INSURED</p> <p>C. EMPLOYEE HIRED AUTO</p> <p>D. EMPLOYEES AS INSURED</p> <p>E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS</p> <p>F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS</p> <p>G. WAIVER OF DEDUCTIBLE – GLASS</p> | <p>H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT</p> <p>I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT</p> <p>J. PERSONAL EFFECTS</p> <p>K. AIRBAGS</p> <p>L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS</p> <p>M. BLANKET WAIVER OF SUBROGATION ←</p> <p>N. UNINTENTIONAL ERRORS OR OMISSIONS</p> |
|--|---|

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.

COMMERCIAL AUTO

- (b) A partner (if you are a partnership);
- (c) A member (if you are a limited liability company);
- (d) An executive officer, director or insurance manager (if you are a corporation or other organization); or
- (e) Any "employee" authorized by you to give notice of the "accident" or "loss".

→ **M. BLANKET WAIVER OF SUBROGATION**

The following replaces Paragraph A.5., **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the ex-

tent required of you by a written contract signed and executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.

N. UNINTENTIONAL ERRORS OR OMISSIONS

The following is added to Paragraph B.2., **Concealment, Misrepresentation, Or Fraud**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

The unintentional omission of, or unintentional error in, any information given by you shall not prejudice your rights under this insurance. However this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

POLICY NUMBER: 8108298X967

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – PRIMARY AND NON-CONTRIBUTORY WITH OTHER INSURANCE

This endorsement modifies insurance provided by the following:

BUSINESS AUTO COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

SCHEDULED PERSONS OR ORGANIZATIONS

Blanket Additional Insured

PROVISIONS

- A. The following is added to Paragraph c. in A. 1., Who Is An Insured, of SECTION II-LIABILITY COVERAGE:**

Any person or organization shown above 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.

- B. The following is added to Paragraph 5., Other Insurance, in B. General Conditions of SECTION IV – BUSINESS AUTO CONDITIONS:**

Regardless of the provisions of paragraph a. and paragraph d. of this part 5. **Other Insurance**, if the scheduled person or organization shown above has other insurance under which it is the first named insured and that insurance also applies, then this insurance is primary to and non-contributory with that other insurance when the written contract or agreement between you and that scheduled 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, requires this insurance to be primary and non-contributory.

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Morales/David Fateh

Date of Meeting: 8/2/17

- A. Preliminary _____
Study Session: _____
- B. Hearing: _____
- C. Consent Agenda _____ Agreement Category:
 - _____ Academic
 - _____ Enrichment
 - _____ Special Education
 - _____ Support Services
 - _____ Personnel
 - _____ Legal
 - X _____ Facilities
- D. Action Items _____
- E. Report/Discussion Items (no action) _____
- F. Board Policies 1st Reading _____ 2nd Reading _____

Approval of Work Authorization Letter #5 (“WAL #5”) for Master Agreement #13-126 with MNS Engineers Inc. to perform Survey Services for the Rose Avenue E.S. Reconstruction Project (Morales/Fateh/CFW)

On May 15, 2013, the Board approved Master Agreement#13-126 with MNS Engineers Inc. for the purposes of providing survey services to the Oxnard School District.

The Work Authorization Letter is issued pursuant to and consists of:

Master Agreement #13-126
Work Authorization Letter #5
Consultant: **MNS Engineers Inc.**
Date Issued: **8/2/2017**

FISCAL IMPACT

Work Authorization Letter #5 to Master Agreement #13-126 includes survey services for the Rose Avenue E.S. Reconstruction Project in the amount of **Forty-One Thousand Two Hundred Thirty-Five Dollars and No Cents (\$41,235.00.)**

RECOMMENDATION

It is the recommendation of the Superintendent, and the Director of Facilities, in consultation with CFW, that the Board of Trustees approve Work Authorization Letter #5

to Master Agreement #13-126 with MNS Engineers Inc. to perform survey services for the Rose Avenue E.S. Reconstruction Project.

ADDITIONAL MATERIAL

Attached:

- Work Authorization Letter #5 (1 Page)
- Proposal dated July 13, 2017, MNS Engineers Inc. (5 Pages)
- Master Agreement #13-126 (32 pages)



WORK AUTHORIZATION LETTER

GENERAL INFORMATION

PROJECT #:	DATE: 8/2/2017
SITE NAME: Rose Avenue Elementary School	DSA #
MASTER AGREEMENT #: 13-126	OPSC #
WAL #: 5	VENDOR ID:

PURSUANT TO MASTER AGREEMENT BETWEEN:

DISTRICT	CONSULTANT	
OXNARD SCHOOL DISTRICT 1051 South A Street Oxnard, CA 93030 (805) 385-1501	Firm Name: MNS Engineers Inc.	Street: 4580 E. Thousand Oaks Blvd. Ste. 101
	City, State, Zip:	Westlake Village, CA 91362
	Phone:	805.379.1718

SCOPE OF SERVICES TO BE PERFORMED UNDER THIS WAL

Perform survey services for the Rose Avenue Elementary School Reconstruction Project including but not limited to the following scope; provide boundary analysis, field survey boundary retracement to the outside perimeter of the site, prepare a record of survey with the County of Ventura, aerial topographic mapping with drone technology, supplemental field survey, location of underground utilities, compile the boundary and prepared ACAD and PDF deliverables, and request a title report.

(ATTACH ADDITIONAL PAGES AS NECESSARY)

SCHEDULE OF SERVICES TO BE PERFORMED UNDER THIS WAL

START DATE: 8/3/2017	COMPLETION DATE: 9/11/17
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FIXED FEE AMOUNT: Forty-One Thousand Two Hundred Thirty-Five Dollars and No Cents (\$41,235.00)

This fee amount is based upon Consultant's proposal dated 7/13/2017 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)	(DATE)	(SIGNATURE)	(DATE)

FOR DISTRICT USE ONLY

PROJECT MANAGER:	PREPARED BY: Chris Yafuso
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: 6140	

(PM APPROVAL SIGNATURE)	(DATE)
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SPECIAL INSTRUCTIONS:

July 13, 2017

Marlene Hickle
Caldwell Flores Winters, Inc.
1901 S Victoria, Suite 106
Oxnard, CA 93035

RE: Proposal for Professional Services
Rose Avenue Elementary School Reconstruction Project

Dear Ms. Hickle:

MNS Engineers, Inc. is pleased to provide this proposal for our professional land surveying services related to the development of Rose Avenue Elementary School in the City of Oxnard, California. Our experienced surveyors can fully address the project's needs in a timely and cost-efficient manner.

The scope and fees are figured on a lump sum basis for this project and are detailed in Exhibit "A". This proposal is prepared from the documents received from CFW and preliminary research. This proposal is also based on our current rate sheet for office and field as per our attached schedule of fees.

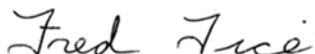
A new title report is required for the 9.28-acre property (APN 216-0-181-025) known as Rose Avenue Elementary school. The title report will show all existing recorded easements and property transactions. A vesting deed will be provided by CFW or Oxnard school district.

MNS will provide boundary/easement retracement, a Record of Survey, aerial topography mapping with 1' contour intervals, rectified orthophoto, supplemental topo locations of adjacent streets/ally's, all above ground utilities, and ground penetration radar locations of unidentified underground utilities in the existing school building areas. This will all be compiled on a ACAD base map and provided in PDF format. The base map will be used in the design effort.

MNS has successfully provided multiple similar projects to Oxnard School District and has worked directly with CFW on these projects.

Thank you for considering our firm for this project. We look forward to working with you on another successful project. If you have any questions you may reach me at (805) 648-4840 or ftice@mnsengineers.com.

Sincerely,
MNS ENGINEERS, INC.



Fred Tice, PLS
Principal Surveyor



EXHIBIT A SCOPE OF SERVICES

Rose Avenue Elementary School, Oxnard School District

FIELD SURVEY SERVICES

The field surveying cost estimate has been based on a site visit, assessor's maps, and basic research.

Item 1	Boundary Analysis MNS will provide research at the County of Ventura for recorded documents to be used in the boundary analysis and boundary establishment of the Rose Avenue school site.	\$2,440
Item 2	Field Survey Boundary Retracement MNS will conduct a field survey to retrace the outside perimeter of the Rose Avenue school site and tie into existing topography mapping. MNS will also retrace easements of record provided in the preliminary title report.	\$5,740
Item 3	Record of Survey MNS will prepare a Record of Survey and record it with the County of Ventura showing the details of the retracement of the Rose Avenue school site property (APN 216-0-181-025).	\$5,800
Item 4	Aerial Topographic Mapping MNS will provide aerial topography of the Rose Avenue school site which will include 75' outside of the property boundary. We will provide a 1" =20' scale mapping with 1' contour intervals and 50' grid elevations. This will include setting and controlling 5 aerial targets. We will be using drone technology for our flights and photo work which will increase the accuracy of the topo to less than 0.2'.	\$6,020
Item 5	Supplemental Field Survey MNS will provide supplemental field topo locations of adjacent streets and allies at 25' cross sections. This also includes all above ground utilities, catch basins, fences, power poles, light standards, signage, equipment and walls. All sewer and storm drain manholes will be located including invert elevations and pipe size.	\$5,760



Item 6	Underground Utility Locations MNS will be working with Pacific Coast Locators to provide subsurface utility investigation using an Electro-Magnetic Radio Detection and GSSI Ground Penetrating Radar to locate all conductive and non-conductive underground utilities including: domestic water lines, fire water lines, natural gas lines, electrical lines, telecommunication lines, sewer lines and are and storm drain pipes for the proposed school reconstruction project.	\$10,965
Item 7	Base Mapping Compile the boundary, aerial, supplemental topo and subsurface locations into one file. The deliverable will be PDF files and ACAD files. All of this will be completed within 30 days from the notice to complete.	\$2,830
Item 8	Title Report MNS will request a title report for the Rose Avenue school site also known as APN 216-0-181-025. This will be passed onto Oxnard school district for their permanent records.	\$1,680

Total Cost Estimate

\$41,235

EXHIBIT A

Assumptions, Exclusions and Understandings

- 1 Work to be performed is strictly limited to those items detailed in the scope of work above. All work not set forth in the scope of work above shall be deemed additional work. Should the additional work be required, it is the responsibility of the Superintendent to initiate negotiations for such work. Additional work will be charged at regular hourly rates, per the attached fee schedule, and includes the time for travel to the jobsite. Additional work will not be commenced without prior authorization from the superintendent.
- 2 Items of work that are not clearly defined prior to the authorization to proceed will be performed on a time and material basis per attached fee schedule or upon such a lump sum addition to the contract, as agreed upon by the superintendent prior to proceeding with such items of work.
- 3 Work may be requested that, due to the Clients schedule, requires work to be performed during non-business hours. If such work is required, a request for a premium time may be made. Premium time shall be deemed extra work and will apply to scope items or non-scope items. Premium time will be paid at 150% of the hourly rates, as listed on our fee schedule.
- 4 Contract Payment and Reimbursable Expenses:
 - a) Payments are due and payable according to monthly billings as the work progresses, no retention.
 - b) Courier service, blueprinting, and reproduction cost are not included in the cost outlined above and shall be at the Contractor's expense. The cost for any outside services will be billed at their direct cost plus 15%.
- 5 Rates are as follows:

This proposal is based on our attached Schedule of Fees and field rate of \$280 per hour for a two-person survey crew.
- 6 Governmental agency fees or charges and/or deposits are the responsibility of the client.
- 7 Digital files for plans will be provided by the client prior to work proceeding.
- 8 All record documents that relate to the existing monumentation shown on the plans will be provided by the client prior to work proceeding.
- 9 The cost for the survey supplies are factored into each line item fee.
- 10 There will not be any retention on our invoicing.



STANDARD SCHEDULE OF FEES

Project Management

Principal-In-Charge.....	\$250
Senior Project Manager.....	230
Project Manager.....	200
Project Coordinator.....	120

Engineering

Principal Engineer.....	\$225
Lead Engineer.....	210
Supervising Engineer.....	190
Senior Project Engineer.....	175
Project Engineer.....	155
Associate Engineer.....	140
Assistant Engineer.....	125

Surveying

Principal Surveyor.....	\$220
Supervising Surveyor.....	195
Senior Project Surveyor.....	170
Project Surveyor.....	150
Senior Land Title Analyst.....	145
Assistant Project Surveyor.....	125
Party Chief.....	150
Chainperson.....	130
One-Person Survey Crew.....	180

Technical Support

CADD Manager.....	\$150
Supervising Technician.....	135
Senior Technician.....	125
Engineering Technician.....	95

Construction Management

Principal Construction Manager.....	\$225
Senior Construction Manager.....	195
Resident Engineer.....	180
Structure Representative.....	170
Construction Manager.....	165
Assistant Resident Engineer.....	150
Construction Inspector (PW).....	140
Office Administrator.....	105

Government Services

City Engineer.....	\$200
Deputy City Engineer.....	185
Assistant City Engineer.....	175
Plan Check Engineer.....	160
Permit Engineer.....	140
City Inspector.....	125
City Inspector (PW).....	140
Planning Director.....	185
Senior City Planner.....	160
Assistant Planner.....	145

Administrative Support

Administrative Analyst.....	\$110
IT Technician.....	105
Graphics/Visualization Specialist.....	95
Administrative Assistant.....	70

Direct Expenses:

Use of outside consultants as well as copies, blueprints, survey stakes, monuments, computer plots, telephone, travel (out of area) and all similar charges directly connected with the work will be charged at cost plus fifteen percent (15%). Mileage will be charged at the current federal mileage reimbursement rate. Expert Witness services will be charged at three (3) times listed rate and will include all time for research, deposition, court appearance and expert testimony.

Prevailing Wage Rates:

Rates shown with Prevailing Wage "(PW)" annotation are used for field work on projects subject to federal or state prevailing wage law.



**OXNARD SCHOOL DISTRICT
AGREEMENT FOR CONSULTANT SERVICES
(MASTER AGREEMENT)**

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 **MNS Engineers, Inc.** (“Consultant”) with a business address at 4580 E. Thousand Oaks Blvd., Suite 101, Westlake Village, CA 91362. 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

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 [X] 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: MNS Engineers, Inc.
4580 E. Thousand Oaks Blvd., Suite 101
Westlake Village, CA 91362
Attention: Fred Tice
T: (805) 648-4840
Email: ftice@mnsengineers.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 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:

MNS ENGINEERS INC.:

Lisa A. Franz
Signature

[Signature]
Signature

Lisa A. Franz, Director, Purchasing
Typed Name/Title

JAMES A. SALVIO, PRESIDENT & CEO
Typed Name/Title

11-20-13
Date

29 OCTOBER 2013
Date

Tax Identification Number: 95-6002318

Tax Identification Number: 95-2000889

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EXHIBIT A
TO AGREEMENT FOR CONSULTANT SERVICES #13-126

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.

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	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	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:		

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EXHIBIT B
TO AGREEMENT FOR CONSULTANT SERVICES #13-126

COMPENSATION & RATE/FEE SCHEDULE

I. The following rates of pay shall apply in the performance of the Services under this Agreement and the WAL:

MNS Engineers Standard Schedule of Fees

Effective July 1, 2013 through June 30, 2014

Project Management

Principal-In-Charge	\$210
Senior Project Manager	200
Project Manager	185
Project Coordinator	100

Surveying

Principal Surveyor	\$195
Supervising Surveyor	170
Senior Project Surveyor	155
Project Surveyor	140
Senior Land Title Analyst	125
Assistant Project Surveyor	120
Party Chief	125
Chainperson	120
One-Person Survey Crew	170

Technical Support

Supervising CADD/Engineering Technician	110
Senior CADD/Engineering Technician	100
CADD/Engineering Technician	90
Senior GIS Analyst	140
GIS Analyst	120
Senior GIS Technician	110
GIS Technician	95

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

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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:

- 1) Billing Cover Sheet/SOV with all appropriate progress percentages identified toward completion of the Services.
- 2) 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

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this Agreement and the WAL, up to and including the date of suspension or termination; provided that such payments shall not exceed the amounts specified in the Agreement and the WAL as compensation for the Services completed, plus any authorized Additional Work and authorized reimbursable expenses completed prior to suspension or termination. No payment for demobilization shall be paid unless District at its sole discretion determines that demobilization or other compensation is appropriate. After a notice of termination is given, Consultant shall submit to District a final claim for payment, in the form and with certifications prescribed by District. Such claim shall be submitted promptly, but in no event later than forty (40) calendar days after the Termination Date specified on the notice of termination. Such payment shall be Consultant's sole and exclusive compensation and District shall have no liability to Consultant for any other compensation or damages, including without limitation, anticipated profit, prospective losses, legal fees or costs associated with legal representation or consequential damages, of any kind.

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EXHIBIT C
TO AGREEMENT FOR CONSULTANT SERVICES #13-126

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 #13-126

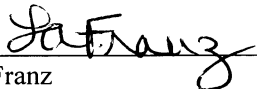
CONFLICT OF INTEREST CHECK

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 #13-126**

**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: FRED TICE

Title: PRINCIPAL SURVEYOR

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: 10.29.2013

Proper Name of Contractor: MINS ENGINEERS, INC.

Signature: 

By: JAMES A. SALVITO

Its: PRESIDENT & CEO

Not Project Related

Project #13-126

EXHIBIT "F"
TO AGREEMENT FOR CONSULTANT SERVICES #13-126

SCOPE OF SERVICES – PROJECT SURVEYOR

The Project Surveyor's Scope of Work includes, but is not limited to, the following:

Consultant shall ensure that project design documents are in accordance with all legal boundaries, representative of actual topographical elevations, and inclusive of all existing improvements including locations, extents, and depths/heights, of all existing structures, slabs, utilities, and other physical infrastructure and other improvements.

1) Boundary Survey-General Requirements:

- a. Obtain a preliminary title report for the assigned property.
- b. Perform a field survey to located boundary monuments related to a project site boundary. If an existing Record of Survey, Parcel Map or Final Map exists for the project site, and sufficient record monuments are found, locate and place the record boundary lines in the topographic mapping. Reference monuments used to place boundary lines in the topographic map will also be shown. No missing or destroyed monuments will be replaced.
- c. If no Record of Survey, Parcel Map or Final Map exists for the project site, perform a field survey in accordance with Business and Professions Code §§8762. Monuments shall be set at property corners or at alternate locations if corner monument cannot be set. A supplemental drawing of the boundary and monuments will be provided to the Client for placement in the topographic mapping. The location of easements and rights-of-way, both over and in favor of subject properties should be included in this proposal, including costs for obtaining a preliminary title report for the subject property if such report is not readily available from the District.

2) Topographic Survey Scope of Services:

- a. Consultant shall retain a qualified underground utility location service to provide thorough data collection and facilitate completion of the work tasks listed below:
 1. Note width of adjoining roadways, width and type of pavement. Identify existing landmarks and monuments;
 2. Plot location of existing structures and corners on the property and structures on adjacent properties within 75 feet;
 3. Locate and describe relevant features, including, but not limited to fences, power poles, light standards, signage, equipment, play structures, and walls;
 4. Show recorded or otherwise known easements and rights-of-way; state the owner of right of each;
 5. Note possibilities of prescriptive rights-of-way and the nature of each;
 6. Establish a minimum of one permanent benchmark on site; description and elevation to nearest .01'. Location of benchmark to be determined by Architect of Record;
 7. Indicate contours at one foot intervals; error shall not exceed one half contour interval;
 8. Indicate spot elevations at each intersection of a 50 foot square grid covering the property;
 9. Provide spot elevations at joint points and match lines where new pavement and/or structures will interface with existing surfaces and/or building finish floor, and roof elevations in the area of project construction;

Not Project Related

Project #13-126

10. Provide spot elevations at street or walkway intersections and at 25 feet on center on curb, sidewalk and edge of paving, including center line and far side of street. If elevations vary from established grades, state established grades;
11. Plot location of existing structures, above and below ground, man-made (e.g., paved areas and buildings or structures covered or obscured by trees will be located by conventional survey methods, together with finished floor elevations for all buildings within the survey limits that are to be retained for future use. Individual trees greater than two (2) inches in diameter are to be located by conventional methods. Clusters of trees will be shown by locating the center of the cluster, with a perimeter drip line. Frontage improvements within the survey limits, (such as curbs, gutter, walks, paving and centerlines will be supplemented by conventional survey methods) and natural features; all finish floor elevations and elevations at each entrance of buildings on the property including elevations of adjacent natural grade and/or existing pavement and curbs, cross slopes of adjacent walks, etc.;
12. Retain Underground Utility Location service to:
 - a. Indicate location, size, depth and pressure of water and gas mains, central steam and other utilities including, but not limited to: buried tanks and septic fields serving, or on, the property;
 - b. Indicate location of fire hydrants available to the property and the size of the main serving each;
 - c. Indicate location, depth, and characteristics of power and communications systems above and below grade; and,
 - d. Indicate location, size, depth and direction of flow of sanitary sewers, combination sewers, storm drains and culverts serving, or on, the property; location and elevation of catch basins and manholes, and inverts of pipe at each;
13. Review District archives for relevant information and compare to field observations; Review county recorder and city clerk archives for relevant information and compare to field observations.

3) Reports

As part of the Services, Consultant will prepare and deliver the following tangible work products to District:

1. Six (6) copies of complete site survey map, stamped, certified and wet-signed by licensed civil engineer, indicating all information noted above. Digital file must accompany final survey with all information indicated above provided in an Auto Cad file, 2007 and 2010 versions. Layering shall be as directed by the Architect of Record.
2. Add-alternate may be considered for delivery final survey documentation in GIS mapping format for use in 3D design model.

4) Time

The surveys shall be completed and hard copies with electronic files transmitted within 30 calendar days of the notice to proceed.

5) Accuracy Standards

Precision of the survey shall be based on the positional accuracy concept. The Surveyor shall recommend positional accuracy limits and error of closure limits for the property being surveyed in the proposal.

- Not Project Related
- Project #13-126

EXHIBIT "G"
TO AGREEMENT FOR CONSULTANT SERVICES #13-126

INVOICE APPROVAL LETTER & BILLING COVER SHEET

DATE:

Project No. ___: [INSERT PROJECT NAME]

Consultant: MNS Engineers, Inc. ("MNS")

MNS 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 MNS, 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.

MNS Engineers, Inc. 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 #13-126

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.

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 such 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.

Policy No. BA2220L967

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AUTO COVERAGE PLUS 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.

- | | |
|---|--|
| <ul style="list-style-type: none"> A. BLANKET ADDITIONAL INSURED B. EMPLOYEE HIRED AUTO C. EMPLOYEES AS INSURED D. SUPPLEMENTARY PAYMENTS- INCREASED LIMITS E. TRAILERS -INCREASED LOAD CAPACITY F. HIRED AUTO PHYSICAL DAMAGE G. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT | <ul style="list-style-type: none"> H. AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT – INCREASED LIMIT I. WAIVER OF DEDUCTIBLE-GLASS J. PERSONAL EFFECTS K. AIRBAGS L. AUTO LOAN LEASE GAP M. BLANKET WAIVER OF SUBROGATION |
|---|--|

A. BLANKET ADDITIONAL INSURED

The following is added to Paragraph 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.

B. 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 a covered "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.

2. The following replaces Paragraph b. in B.S., **Other Insurance, of SECTION IV – BUSINESS AUTO CONDITIONS:**

b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

- (1) Any covered "auto" you lease, hire, rent or borrow; and
- (2) Any covered "auto" hired or rented by your "employee" under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

C. EMPLOYEES AS INSURED

The following is added to Paragraph A.1., **Who Is An Insured, of SECTION II – LIABILITY COVERAGE:**

COMMERCIAL AUTO

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

D. SUPPLEMENTARY PAYMENTS- INCREASED LIMITS

1. The following replaces Paragraph A.2.a.(2) of **SECTION II- LIABILITY COVERAGE:**

(2) Up to \$3,000 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.

2. The following replaces Paragraph A.2.a.(4) of **SECTION II- LIABILITY COVERAGE:**

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

E. TRAILERS -INCREASED LOAD CAPACITY

The following replaces Paragraph C.1. of **SECTION I- COVERED AUTOS:**

1. "Trailers" with a load capacity of 3,000 pounds or less designed primarily for travel on public roads.

F. HIRED AUTO PHYSICAL DAMAGE

The following is added to Paragraph A.4., **Coverage Extensions, of SECTION III - PHYSICAL DAMAGE COVERAGE:**

Hired Auto Physical Damage Coverage

If hired "autos" are covered "autos" for Liability Coverage but not covered "autos" for Physical Damage Coverage, and this policy also provides Physical Damage Coverage for an owned "auto", then the Physical Damage Coverage is extended to "autos" that you hire, rent or borrow subject to the following:

(1) The most we will pay for "loss" in any one "accident" to a hired, rented or borrowed "auto" is the lesser of:

- (a) \$50,000;
- (b) The actual cash value of the damaged or stolen property as of the time of the "loss"; or
- (c) 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 betterment.

(4) A deductible equal to the highest Physical Damage deductible applicable to any owned covered "auto".

(5) This Coverage Extension does not apply to:

- (a) Any "auto" that is hired, rented or borrowed with a driver; or
- (b) Any "auto" that is hired, rented or borrowed from your "employee".

G. PHYSICAL DAMAGE - TRANSPORTATION EXPENSES - INCREASED LIMIT

The following replaces the first sentence in Paragraph A.4.a., **Transportation Expenses, of SECTION III - PHYSICAL DAMAGE COVERAGE:**

We will pay up to \$50 per day to a maximum of \$1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

H. AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT - INCREASED LIMIT

Paragraph C.2.. **Limit Of Insurance, of SECTION III - PHYSICAL DAMAGE COVERAGE** is deleted.

I. WAIVER OF DEDUCTIBLE- GLASS

The following is added to Paragraph D., **Deductible, of SECTION III - PHYSICAL DAMAGE COVERAGE:**

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

J. PERSONAL EFFECTS

The following is added to Paragraph A.4., **Coverage Extensions, of SECTION III - PHYSICAL DAMAGE COVERAGE:**

Personal Effects Coverage

We will pay up to \$400 for "loss" to wearing apparel and other personal effects which are:

- (1) Owned by an "insured"; and
- (2) In or on your covered "auto".

This coverage only applies in the event of a total theft of your covered "auto".

No deductibles apply to Personal Effects coverage.

K. AIRBAGS

The following is added to Paragraph **B.3., Exclusions, of SECTION III – PHYSICAL DAMAGE COVERAGE:**

Exclusion 3.a. does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs **A.1.b.** and **A.1.c.**, but only:

- a. If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;
- b. The airbags are not covered under any warranty; and
- c. The airbags were not intentionally inflated.

We will pay up to a maximum of \$1,000 for any one "loss".

L. AUTO LOAN LEASE GAP

The following is added to Paragraph **A.4., Coverage Extensions, of SECTION III – PHYSICAL DAMAGE COVERAGE:**

Auto Loan Lease Gap Coverage for Private Passenger Type Vehicles

In the event of a total "loss" to a covered "auto" of the private passenger type shown in the Schedule or Declarations for which Physical Damage Coverage is provided, we will pay any unpaid amount due on the lease or loan for such covered "auto" less the following:

- (1) The amount paid under the Physical Damage Coverage Section of the policy for that "auto"; and

(2) Any:

- (a) Overdue lease or loan payments at the time of the "loss";
- (b) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
- (c) Security deposits not returned by the lessor;
- (d) Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
- (e) Carry-over balances from previous loans or leases.

M. BLANKET WAIVER OF SUBROGATION

The following replaces Paragraph **A.S., Transfer Of Rights Of Recovery Against Others To Us, of SECTION IV – BUSINESS AUTO CONDITIONS:**

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of the operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.

BOARD AGENDA ITEM

Name of Contributor: Dr. Morales/David Fateh

Date of Meeting: 8/2/17

STUDY SESSION _____
CLOSED SESSION _____
SECTION A-1: PRELIMINARY _____
SECTION A-II: REPORTS _____
SECTION B: HEARINGS _____
SECTION C: CONSENT AGENDA _____

_____ Agreement Category:
_____ Academic
_____ Enrichment
_____ Special Education
_____ Support Services
_____ Personnel
_____ Legal
 X Facilities

SECTION D: ACTION _____
SECTION F: BOARD POLICIES 1st Reading _____ 2nd Reading _____

Approval of Work Authorization Letter #11 to ATC Group Services LLC (ATC), to provide Environmental Support Services for the McKinna Elementary School (Morales/Fateh/CFW)

At the November 13, 2013, regularly scheduled Board Meeting, the Board of Trustees approved Agreement #13-135 with ATC to provide Environmental Support Services.

The District, in consultation with CFW recommends issuing Work Authorization Letter #11 to ATC to provide a Hazardous Materials Survey for the McKinna Elementary School.

The Work Authorization Letter is issued pursuant to and consists of:

Master Agreement #13-135
Work Authorization Letter #11
Consultant: **ATC Group Services LLC**
Date Issued: **08/02/2017**

FISCAL IMPACT

ATC is being tasked with providing Environmental Support Services and to produce a Hazardous Materials Survey for demolition purposes for a lump sum fixed fee of: **Nineteen Thousand Nine Hundred Ninety-Five Dollars and Zero Cents (\$19,995.00)** to be paid out of the Master Construct and Implementation Funds.


RECOMMENDATION

It is the recommendation of the Superintendent, and the Director of Facilities in consultation with Caldwell Flores Winters, that the Board of Trustees approve WAL #11 for Master Agreement #13-135 with ATC Group Services LLC.

ADDITIONAL MATERIAL(S)

Attached:

- WAL #11 – ATC Group Services LLC (1 Page)
- CTE Proposal - Rose, dated July 11, 2017 (5 Pages)
- Master Agreement #13-135 (32 Pages)

	WORK AUTHORIZATION LETTER	
	GENERAL INFORMATION	
	PROJECT #: SITE NAME: McKinna E.S. Reconstruction MASTER AGREEMENT #: 13-135 WAL #: 11	DATE: 8/2/2017 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: ATC Group Services LLC Street: 25 Cupania Circle City, State, Zip: Monterey Park, CA 91755 Phone: 323.517.9780

SCOPE OF SERVICES TO BE PERFORMED UNDER THIS WAL

Consultant will perform an asbestos survey; review previous hazardous material surveys, perform visual inspections, develop a sampling scheme based on AHERA, collect samples of each suspect material identified in the facility, sample roof material, lab tests shall be NVLAP, NIST and AIHA accredited, lead survey; perform testing of areas that will be impacted during demolition, conduct field surveys and collect paint chip samples, locate & asses the concentration of LBP in the facility, complete California DPH form 8552 , other hazardous materials inventory; PCB containing units, lead containing units, flourescent lighting tubes, mercury containing units, chlororfluorocarbons, solvents, radioactive materials, & miscellaneous or unknown materials.

(ATTACH ADDITIONAL PAGES AS NECESSARY)

SCHEDULE OF SERVICES TO BE PERFORMED UNDER THIS WAL

START DATE: 8/3/2017	COMPLETION DATE: Approximately 9/22/2017
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FIXED FEE AMOUNT: Nineteen Thousand Nine Hundred Ninety-Five Dollars and Zero Cents (\$19,995.00)

This fee amount is based upon Consultant's proposal dated 7/14/17 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)	(SIGNATURE)
(DATE)	(DATE)

FOR DISTRICT USE ONLY

PROJECT MANAGER: 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: 6240	PREPARED BY: Chris Yafuso P.O. AMOUNT:
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(PM APPROVAL SIGNATURE)	(DATE)
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SPECIAL INSTRUCTIONS:



July 14, 2017

Mr. Chris Yafuso
Assistant Program Manager
Sent via email: [Cyafuso@aimcsworld.com]

Caldwell Flores Winter, Inc.
Oxnard Unified School District
1901 South Victoria Avenue, Suite 106
Oxnard, California 93035

RE: Proposal for Hazardous Material Survey
McKinna Elementary School
1611 South J Street
Oxnard, California 93033
ATC Proposal No. 10116-2017-07-0282

Dear Mr. Yafuso:

ATC Group Services LLC (ATC) is pleased to provide this proposal in response to your Request for Proposal to provide asbestos/lead consulting services at the current McKinna Elementary School property. ATC understands that the Oxnard School District is planning to construct new buildings and demolish most of the current buildings located on the McKinna Elementary School property.

INTRODUCTION

ATC is a fully disciplined environmental consulting firm specializing in all phases of hazardous materials management. ATC currently maintains a nationwide network of over 100 regional and branch offices and has worked with virtually all levels of local, State and Federal government agencies. Additionally, we have performed a diverse range of services for nationally based commercial, industrial and institutional clientele. ATC has an in-house professional staff of over 1,900 health and safety experts specializing in the fields of ecology, hydrogeology, industrial hygiene, architecture, engineering and various environmental sciences.

ATC will utilize the services of LA Testing for all required analytical testing. LA Testing is certified by the State of California Water Resources Control Board Environmental Laboratory Accreditation Program (ELAP) and accredited by the United States Department of Commerce National Institutes of Standards and Technology's (NIST) National Voluntary Laboratory Accreditation Program (NVLAP) for asbestos bulk fiber analysis. LA Testing is also accredited by the American Industrial Hygiene Association's (AIHA) Laboratory Quality Assurance Program for industrial hygiene and lead analysis.

PROJECT APPROACH

ATC will utilize experienced California Department of Occupational Health (DOSH) certified asbestos consultants and site surveillance technicians to perform all asbestos related services. These designations require a minimum number of years' experience as well as the completion of various courses under the EPA Model Accreditation Plan including AHERA Asbestos Building Inspector, Management Planner, Project Designer, and Abatement Contractor/Supervisor.

ATC will also use experienced California Department of Public Health (CDPH) certified lead professionals such as Lead-Related Construction Inspector Assessors (LRCIA) and Sampling Technicians (LRCST) to perform all lead related services. ATC has the required technical certifications and skills to provide a strong project team. Throughout the duration of the project, the assigned staff members will comply with current Federal, State and local environmental regulations affecting the project and will provide the following services:

SCOPE OF SERVICES

Asbestos Survey

- Review all asbestos, lead, and other hazardous material surveys provided by the client in order to develop a sampling strategy;
- Perform a visual inspection of the facility for demolition purposes, in accordance with Asbestos Hazard Emergency Response Act (AHERA) regulatory and ATC guidelines during normal business hours Monday - Friday (7:00 am to 6:00 pm);
- Determine extent of suspect asbestos-containing materials, and develop a representative sampling scheme of homogeneous areas based on AHERA and ATC sampling guidelines for demolition purposes;
- Collect supplemental bulk samples of suspect materials for asbestos content analysis if accessible (does not include pipe chases, voids, or behind walls unless destructive testing is authorized);
- Scope is to collect representative samples of each suspect material identified in the facility;
- Survey does include sampling of the roof since it will be impacted by the upcoming demolition. ATC does not typically test a roof with more than 3 years of life remaining so as to not void any roof warranties. ATC will patch the roof with off-the-shelf materials but does not provide any warranty as to its effectiveness. Professional patching of the roof will be the school district's responsibility;
- Survey shall locate, quantify and assess the condition of suspect ACMs;
- Survey shall be conducted in a manner which is safe for the inspection team, any facility occupants and visitors;
- All bulk sample analysis shall be accompanied by chain-of-custody documentation and performed by a laboratory who participates in the National Voluntary Laboratory Accreditation Program (NVLAP), is accredited by the National Institute of Science and Technology (NIST) and the American Industrial Hygiene Association (AIHA);
- Laboratory will initially analyze all samples for the presence of asbestiform minerals utilizing Polarized Light Microscopy (PLM) coupled with Dispersion Staining in general accordance with the United States Environmental Protection Agency's (EPA) "Interim Method for the Determination of Asbestos in Bulk Insulation Samples" (40 CFR 763, Subpart F, Appendix A);
- Provide 2 copies of the asbestos survey report to Client.

Lead Survey

- Perform testing of areas that will be impacted during demolition (paying close attention to loose and flakey paint and ceramic tile/porcelain) in accordance with California Department of Public Health

(DPH) Title 17 CCR, United States Department of Housing and Urban Development (HUD) protocol, and California Occupational Safety and Health Administration (Cal-OSHA);

- Identify select building components which may be impacted during demolition and develop a representative sampling scheme;
- Conduct limited XRF field survey and/or collection of paint chip samples for lead content;
- Survey shall locate and assess the concentration of LBP located in the facility;
- Survey shall be conducted in a manner that is safe for the inspection team, any facility occupants and visitors;
- Complete California DPH Form 8552 "Lead Hazard Evaluation Report" for each facility that is sampled. ATC will send one completed copy to the California DPH and one copy with the final report to Client;
- Provide 2 copies of the lead survey report to Client.

Other Hazardous Materials Inventory

ATC will conduct a thorough visual inspection and inventory of all visible and suspect hazardous or regulated materials present on the site property to include, but not limited to the following:

- Polychlorinated Biphenyl (PCB) containing units, such as: PCB lighting ballasts and PCB contamination in electrical units;
- Lead-containing units such as emergency exit sign batteries and non-PCB lighting ballasts;
- Fluorescent lighting tubes;
- Mercury containing units such as light switches and thermostats;
- Refrigerants, Halon, and other chlorofluorocarbons (CFCs) such as, rooftop HVAC systems, window AC units, fire extinguishing systems and cans of Freon used in association with building drinking fountains;
- Solvents, paints, fuel (storage tanks), lubricants, and other associated maintenance and cleaning products;
- Radioactive materials that may be contained in units such as smoke detectors or exit signs;
- Miscellaneous materials such as, unknown or unlabeled materials or substances of concern.

Client Supplied Items

- Copies of all prior Asbestos and Lead Surveys;
- Unlimited access to the survey area (the Principal's office typically has one closet not master-keyed.);
- On-site parking for the Technician(s);
- Single line drawings of the buildings such as a fire escape plan or AHERA 1-A Plans.

Laboratory Services

ATC’s laboratory (LA Testing) has capabilities for PCM, PLM, and TEM analysis for asbestos samples as well as Flame AA analysis for lead samples. Located in South Pasadena, California, the laboratory is capable of providing prompt turn-around for samples. Samples will be analyzed on a normal turnaround time 3-5 days.

Fee Schedule – LUMP SUM

Activity	Units	Fee
Principal Consultant	8 hrs. @ \$125/hr.	\$1,000.00
Project Manager	5 hrs. @ \$95/hr.	\$475.00
Project Hygienist (Report)	10 hrs. @ \$90/hr.	\$900.00
Technician	160 hrs. @ \$80/hr.	\$12,800.00
CADD	18 hrs. @ \$75/hr.	\$1,350.00
Clerical	3 hrs. @ \$60/hr.	\$180.00
ACM Bulk Samples (quantity estimated)	200 @ \$9/ea.	\$1,800.00
Lead Bulk Samples (quantity estimated)	10 @ \$9/ea.	\$90.00
XRF Device	5 @ \$100/day	\$500.00
Reimbursable Expenses (mileage, etc.)	10 @ \$90/day	\$900.00
TOTAL LUMP SUM		\$19,995.00

The estimated cost referenced above includes the following:

- Please note that the fee schedule includes up to 200 samples of suspect ACM; if additional samples are required in order to properly assess the property, the Client will be notified and the additional samples will be billed at a rate of \$9 per sample. All asbestos bulk samples will be analyzed on a normal turnaround time (3-5 day).
- If point counts are requested, they are invoiced at \$100.00 per sample (1000 point count) and written approval will be required (3-5 day turnaround time only). If Full-Quantitative bulk analysis is requested, they are invoiced at \$250.00 per sample and written approval will be required (3-5 day turnaround time only).
- Please note that the fee schedule includes up to 10 samples of suspect LBP; if additional samples are required in order to properly assess the property, the Client will be notified and the additional samples will be billed at a rate of \$9 per sample. All lead bulk samples will be analyzed on a normal turnaround time (3-5 day).

Project Schedule

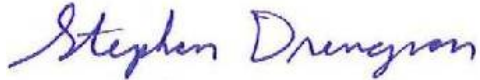
- ATC is prepared to initiate field activities, as outlined above, upon written authorization. ATC will complete the Demolition Survey and Report within 45 days once authorization is provided. The performance period may be extended due to unforeseen conditions such as site access. Verbal results can be provided upon receipt of the lab results by ATC if requested.

Oxnard Unified School District
July 14, 2017

Authorization

ATC appreciates the opportunity to present this proposal and looks forward to working with the Oxnard Unified School District on this project. If this proposal is acceptable to you and you wish ATC to schedule this project, please provide a notice to proceed and contract via email to Stephen.Drengson@atcassociates.com. If you have any questions regarding this proposal, please contact our office at (323) 517-9780.

Sincerely,
ATC Group Services LLC



Stephen R. Drengson
Program Manager
CAC No. 06-3975
LRCIA No. 2895
Direct Line +1 323 517 9650
Email: stephen.drengson@atcassociates.com



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**OXNARD SCHOOL DISTRICT
AGREEMENT FOR CONSULTANT SERVICES
(MASTER AGREEMENT – HAZARDOUS MATERIALS SURVEY & TESTING)**

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 **Cardno ATC** (“Consultant”) with a business address at 25 Cupania Circle, Monterey Park, CA 91755. 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: Cardno ATC
25 Cupania Circle
Monterey Park, CA 91755
ATTN: Carlos A. Galdamez
T: (323) 517-9780
Email: carlos.galdamez@cardno.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

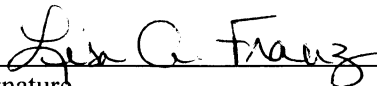
any rights under this Agreement or the WAL, and Consultant shall remain liable to District in accordance with this Agreement and the WAL for all damages to District caused by Consultant's failure to perform any of the Services to the Standard of Performance. This provision shall survive the termination 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:

CARDNO ATC:



Signature



Signature

Lisa A. Franz, Director, Purchasing

Typed Name/Title

Stephen Drengson/Program Manager

Typed Name/Title

11-20-13

Date

10/30/13

Date

Tax Identification Number: 95-6002318

Tax Identification Number: 46-0399408

Not Project Related

Project #13-135

EXHIBIT A
TO AGREEMENT FOR CONSULTANT SERVICES #13-135

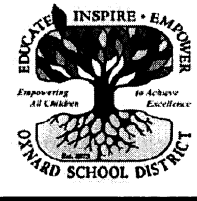
WORK AUTHORIZATION PROCEDURES

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 #13-135

		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

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EXHIBIT B
TO AGREEMENT FOR CONSULTANT SERVICES #13-135

COMPENSATION & RATE/FEE SCHEDULE

I. The following rates of pay shall apply in the performance of the Services under this Agreement and the WAL:

STANDARD PERSONNEL RATES

Category	Base Hourly Rates
Principal	\$115.00
Certified Safety Professional (CSP)	\$115.00
Certified Industrial Hygienist (CIH)	\$125.00
Geologist (CA Registered)	\$95.00
Engineer (CA Registered)	\$95.00
Program Manager	\$95.00
Senior Project Manager	\$85.00
Senior Engineer	\$85.00
Senior Geologist	\$85.00
Senior Industrial Hygienist	\$90.00
Project Industrial Hygienist	\$75.00
Project Engineer	\$75.00
Project Geologist	\$75.00
Project Scientist	\$75.00
Certified Asbestos Consultant (CA DOSH)	\$75.00
Project Manager	\$75.00
Trainer	\$75.00
Staff Industrial Hygienist	\$65.00
Staff Engineer	\$65.00
Staff Geologist	\$65.00
Certified Lead Project Designer (CA Registered)	\$55.00
Certified Lead Inspector/Assessor (CA Registered)	\$55.00
Certified Lead Project Monitor (CA Registered)	\$55.00
Certified Site Surveillance Technician (CA DOSH)	\$55.00
Technician III	\$65.00
Technician II	\$55.00
Technician I	\$45.00
Draftsperson / CADD	\$45.00
Clerical Staff	\$35.00

Not Project Related

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ASBESTOS

PLM Analysis (NVLAP QA/QC) 600/R-93/116		PCM Analysis NIOSH 7400, Revision 3 A Rules		TEM Air Analysis AHERA/EPA Level II	
Immediate	\$20.00	Immediate	\$20.00	Immediate	\$140.00
8 hours	\$15.00	8 hours	\$15.00	8 hours	\$125.00
24 hours	\$12.00	24 hours	\$12.00	24 hours	\$100.00
48 hours	\$9.00	48 hours	\$9.00	48 hours	\$75.00
3-5 days	\$9.00	3-5 days	\$9.00	3-5 days	\$75.00

1000 Point Count Analysis (0.1% Limit of Detection)		Wipes/Microvac by TEM Chatfield Method Semi- Quantitative		Wipes/Microvac by TEM ASTM D- 5755 Quantitative	
Immediate	N/A	Immediate	\$200.00	Immediate	N/A
8 hours	N/A	8 hours	\$175.00	8 hours	N/A
24 hours	N/A	24 hours	\$175.00	24 hours	N/A
48 hours	N/A	48 hours	\$125.00	48 hours	N/A
3-5 days	\$100.00	3-5 days	\$125.00	5 days	\$200

LEAD

Paint, Dust, Soil, Wipe, Bulk Sample Analysis EPA 3050/7420 Air, Wipes NIOSH 7082		Drinking Water Analysis EPA 200.9		Waste Analysis Extraction Only			
				STLC Wet-Title 22		TCLP EPA 1311	
Immediate	\$32.00	Immediate	\$40.00	24 hours	N/A	24-hours	\$125.00
8 hours	\$28.00	8 hours	\$35.00	2 days	\$100.00	2 days	\$100.00
24 hours	\$17.00	24 hours	\$30.00	3-5 days	\$84.00	3-5 days	\$84.00
48 hours	\$14.00	48 hours	\$25.00				
3-5 Days	\$10.00	3-5 Days	\$20.00				

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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,

Not Project Related

Project #13-135

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.

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EXHIBIT C
TO AGREEMENT FOR CONSULTANT SERVICES #13-135

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

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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

Project #13-135

EXHIBIT D
TO AGREEMENT FOR CONSULTANT SERVICES #13-135

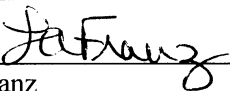
CONFLICT OF INTEREST CHECK

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 #13-135

**EXHIBIT “E”
TO AGREEMENT FOR CONSULTANT SERVICES #13-135**

**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: SEE LIST BELOW - ALL CLEARED

Title: _____

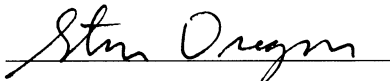
AND/OR

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: 10/30/13

Proper Name of Contractor: ATC GROUP SERVICES INC dba CARONO ATC

Signature: 

By: STEPHEN DRENSON

Its: PROGRAM MANAGER

PRINTS ON FILE & CLEARED:

STEPHEN DRENSON SR PM
CARLOS GALDAMEZ SA PM
BARRY HIETT SA PM
ROBERT de la TORRE TECH
DAMON CARRIER TECH
RICHARD GARCIA TECH

Not Project Related

Project #13-135

**EXHIBIT “F”
TO AGREEMENT FOR CONSULTANT SERVICES #13-135**

SCOPE OF SERVICES – Lead, Asbestos, & Hazardous Materials Survey & Testing

The Lead, Asbestos, & Hazardous Materials Survey & Testing Lab’s Scope of Work includes, but is not limited to, the following:

Consultant shall ensure that the project sites and existing improvements are free from hazardous materials, and/or to verify the presence of hazardous materials and develop a work plan to remove, contain, or otherwise mitigate the effects of hazardous materials to the school site. 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.

1. Pre-Construction Services:

a. Asbestos-Related Consulting Services

- i. Provide State of California, Division of Occupational Safety and Health Association (OSHA), Certified Asbestos Consultant(s) (CAC) or Certified Site Surveillance Technician(s) (CSST), for asbestos-related services.
- ii. Review sites and scope of work and/or specification and plans for proposed construction activities to determine the type of work that will occur on the project. Also, CONSULTANT shall review building records, including architectural and structural plans as provided by the DISTRICT to obtain information regarding building elements and for reference to asbestos used in construction, renovation and/or repair.
- iii. Meet with District Project Manager and where applicable, other consultants, to perform on-site inspections of the locations involved in the project to determine where asbestos containing materials may be present, or are in close proximity to the work and could be impacted, as a result of the project.
- iv. Review of previous asbestos documents provided by the DISTRICT to determine sampling strategy. Sampling to be conducted in accordance with EPA/AHERA established sampling protocols and asbestos analysis shall be performed by an NVLAP Accredited Laboratory.
- v. Inspections shall include accessing and possibly creating destructive entry into walls and enclosed spaces. CONSULTANT shall collect representative bulk samples of suspect materials not identified as positive or negative for asbestos content. Materials assumed to contain asbestos, such as transite pipes and flues, gaskets, etc. will not be sampled or analyzed.
- vi. Take digital photographs of special site conditions, anomalies, and for describing conditions more clearly.
- vii. Review existing Asbestos Management Plan, Survey Reports and supplemental bulk sample and analysis reports and reports prepared by consultants on prior projects.

b. Lead Based Paint (LBP) and other Lead-Related Consulting Services

- i. Provide staff with State of California, Department of Health Services Lead Certification to perform lead-related services.

Not Project Related

Project #13-135

- ii. Review sites and scope of work and/or specification and plans for proposed construction activities to determine the type of work that will occur on the project.
- iii. Meet with District Project Manager and where applicable, other consultants, to perform on-site inspections of the locations involved in the project to determine where lead-based paint may be present, or are in close proximity to the work and could be impacted, as a result of the project.
- iv. Areas of deteriorated paint or other lead-containing materials may need to be identified so that loose and flaky paint, or other potential lead-containing materials, can be removed or otherwise properly handled prior to and/or during demolition and construction.
- v. Lead-based paint testing will be performed using a portable X-ray fluorescence (XRF) analyzer.

c. Hazardous Materials Consulting Services

- i. Prior to demolition or abatement, a survey of potential hazardous materials (in addition to asbestos and lead based paint (LBP) must be inventoried. CONSULTANT shall perform a visual evaluation of potential hazardous chemicals and/or ballasts to determine the need for additional mitigation efforts required for safe demolition. CONSULTANT is to visit the project site and determine what materials require sampling. CONSULTANT is to take bulk samples of all materials that are suspected to be hazardous including all unmarked containers containing unknown substances. Samples are analyzed for PCBs according to EPA Method 8082 by an accredited laboratory using proper chain-of custody procedures to collect and transport samples.
- ii. The following items require sampling:
 - Polychlorinated Biphenyl (PCB) Ballasts including capacitors
 - Mercury thermostats and light switches and fluorescent light tubes
 - Cooling units, Freon heating, refrigerators, air conditioners and drinking water fountains
 - Hydrocarbon-containing equipment (door closers)
 - Lead (lead-acid batteries)
 - Other suspect items including but not limited to paint, coatings, window film, ceramic tile, ceiling tile, resilient flooring tile, adhesives/mastics, and any other potentially hazardous or suspect materials or items.

d. Evaluation of Soil Conditions

- i. Assessing site structures for the potential presence of hazardous materials will occur concurrently with evaluating soils for the same. This requirement may be due to the Site's history and the analytes that may occur in the soils of such properties. The analytes include lead leached from LBP, organochlorine pesticides (OCP) used for termite control, PCBs from pole-mounted transformers, pesticides, fertilizers, heavy metals, hydrocarbons, and all other hazardous materials identified by DTSC as a potential threat to the health and well being of students.
- ii. To assess the potential presence of these analytes at the Site and to characterize them, if present, the CONSULTANT may be required to prepare a workplan. The proposed work for evaluation of the presence of residual lead in soil from LBP or other lead affected materials shall be conducted in a manner consistent with the California Environmental Protection Agency (Cal EPA) and Department of Toxic Substances Control (DTSC) regulations.
- iii. Soils samples may be collected within the buildings' drip lines and exterior areas with known, or the potential for, LBP. CONSULTANT shall collect samples from ground surface to approximately 0.5 feet below ground surface (bgs). Based on analytical results, additional soil samples may be collected from other lateral "step-out" positions to define the extent of soils with

Not Project Related

Project #13-135

lead exceeding current allowable regulatory limits. The exact number of samples collected at each building will be determined by accessibility.

- iv. After sample collection, the CONSULTANT will close each borehole and decontaminate drilling and sampling equipment. To close the borehole, the CONSULTANT shall backfill it with unused sample material and/or hydrated bentonite chips to grade and finish the borehole with material that is compatible with the surrounding surface.

2. Construction Phase:

- a. During the course of construction, monitor abatement work to ensure compliance with the contract requirements and completion of the work by the abatement contractor. During construction, perform the following tasks:
 - i. Attend all necessary construction meetings during the course of abatement work
 - ii. Review abatement contractor submittals
 - iii. Provide on-site inspections with daily reports and photos of abatement work. Maintain on-site records and perform monitoring during all abatement work. Perimeter monitoring for fugitive lead and asbestos at or near the entrances and or openings to the containment zone are an essential part of assuring that the containment is operating properly. This perimeter monitoring shall be performed by the CONSULTANT.
 - iv. Monitor abatement contractor's compliance with the plans, specifications and any regulations including but not limited to certification of abatement workers, ensuring proper containments, and confirmation of the removal of all asbestos, lead and hazardous materials.
 - v. Assist the District with problem resolutions associated with abatement work and keep District informed of abatement contractor's performance.
 - vi. Surveys of existing buildings and sample collection, and utilization and compliance with OSHA, AHERA and ASHARA and EPA approved methods.
 - vii. Complete written reports on all activities performed.
 - viii. Consultation on remedial action and contractor selection.
 - ix. Develop, implement and monitor a network of real-time ambient air monitoring stations to screen for potential particulate matter released from construction activities on the Project Site.
 - x. Collect and analyze a subset of daily air monitoring samples for contaminants of potential concern via Transmission electron Microscopy (TEM), Scanning Electron Microscopy (SEM), or other appropriate methodology.
 - xi. An on-site technical staff position may be required to interpret, consult and advise on air monitoring results.
 - xii. Upon completion of the contracted abatement, the CONSULTANT shall inspect the entire surface from which asbestos-containing materials have been abated as well as the entire containment setup, plastic, and/or polyethylene used in the containment setup, the decontamination setup and any other item, equipment or material within the isolated/regulated area.

Not Project Related

Project #13-135

xiii. The CONSULTANT shall verify that all surfaces are free of visible debris before approving the area.

3. Close-out Phase:

- a. Verify the Uniform Hazardous Waste Manifest, when required, has been submitted and reviewed by Office of Environmental Health and Safety (OEHS) for completeness a minimum of 48-hours prior to the date the waste is to be removed from the site. Consultant shall provide waste specific information for inclusion on the manifest. No hazardous waste may be transported away from a District site without a manifest. Submit all original paper work required to be maintained by the contract documents, this agreement, and by law to the District.
- b. Upon completion of the abatement work, prepare a Closeout Abatement Report that documents all the activities performed, including copies of all sampling forms with results, daily reports, progress photos, correspondence and any regulatory compliance forms.

4. Reports

As part of the Services, Consultant will prepare and deliver the following tangible work products to District:

- a. Assessment Reports, Abatement Plan, & Final Close-Out Report
 - i. Prepare an Assessment Report for each project and in the case of projects involving site acquisition, subsections by each property parcel including a description of the site conditions, details of the site inspection/investigations, site drawings indicated sampling locations, site photographs and laboratory results with a summary of all identified asbestos, lead or hazardous materials and soil conditions.
 - ii. Prepare recommendations and an abatement plan with an estimate of costs for abatement of the materials that will impact the project/parcels. The abatement plan shall include an Abatement Scope of Work and Abatement Technical Specifications to be included in the Project Bid Documents. The specifications will stipulate industry standard methods for abatement activities; ACBM, LBP, and HMA abatement methods; removal and disposal methods, regulations, and standards to be followed. Drawings will be included to depict the location and design of containment systems, access to abatement areas, routes for waste removal, locations of waste containers, and other details important to abatement activities. Under otherwise desired by DISTRICT, the specifications will allow for one 8-hour work shift per day of abatement. The Bid Documents will require that bids include a schedule consistent with the DISTRICT'S needs; a work plan based on specifications; a list of recently completed projects; records of any EPA or OSHA citations; and documentation of insurance, licensing, training, medical surveillance and respirator fit-testing.
 - iii. Preparation of a final report describing and quantifying identified friable and non-friable ACMs associated with the property.
 - iv. Upon completion of the abatement work, prepare a Closeout Abatement Report that documents all the activities performed, including copies of all sampling forms with results, daily reports, progress photos, correspondence and any regulatory compliance forms.

5. Time

Phase 1 initial survey & sampling report shall be provided to the District within 30 days of receipt of Notice to Proceed (NTP). Phase 2 work detailing all required remediation, abatement, and containment activities to be performed shall be provided within 45 days of receipt of NTP. Phase 3 monitoring &

Not Project Related

Project #13-135

observation reports shall be provided on a weekly basis while work is underway to summarize activities completed that week, and look ahead for upcoming activities over next two weeks. Final Close-out Abatement Report shall be provided within 30 days of completion of all remediation, abatement, and containment activities.

6. Accuracy Standards

Precision of all required reports and recommendations shall be in accordance with the professional standard of care to be expected of professional hazardous materials consultants licensed to practice in the State of California.

Not Project Related

Project #13-135

EXHIBIT "G"
TO AGREEMENT FOR CONSULTANT SERVICES #13-135

INVOICE APPROVAL LETTER & BILLING COVER SHEET

DATE:

Project No. ___: [INSERT PROJECT NAME]

Consultant: Cardno ATC ("ATC")

ATC 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 ATC, 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.

Cardno ATC _____ 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 #13-135

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

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 Aon Risk Services Southwest, Inc. Houston TX Office 5555 San Felipe Suite 1500 Houston TX 77056 USA	CONTACT NAME: PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): (800) 363-0105		
	E-MAIL ADDRESS:		
INSURED ATC Group Services, Inc. Cardno ATC ATC Associates, Inc. 221 Rue De Jean Suite 200 Lafayette LA 70508 USA	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Insurance Co of the State of PA		19429
	INSURER B: National Union Fire Ins Co of Pittsburgh		19445
	INSURER C: New Hampshire Ins Co		23841
	INSURER D: Chartis Specialty Insurance Company		26883
	INSURER E: INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** 570051838093 **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. **Limits shown are as requested**

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
D	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liability is included <input checked="" type="checkbox"/> General Agg. apply per Project GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			PROP11781522	09/30/2013	09/30/2014	EACH OCCURRENCE	\$1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$300,000
							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	AUTOMOBILE LIABILITY			CA 3582949 Auto (AOS)	09/30/2013	09/30/2014	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
B	<input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			CA 2714604 Auto (MA)	09/30/2013	09/30/2014	BODILY INJURY (Per person)	
							BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
D	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$10,000			PROU11781566	09/30/2013	09/30/2014	EACH OCCURRENCE	\$5,000,000
							AGGREGATE	\$5,000,000
C	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	N/A	WC039901297 WC _ AOS SIR applies per policy terms & conditions	09/30/2013	09/30/2014	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER	
							E.L. EACH ACCIDENT	\$1,000,000
							E.L. DISEASE-EA EMPLOYEE	\$1,000,000
							E.L. DISEASE-POLICY LIMIT	\$1,000,000
D	Contractor Prof			PROP11781522 Professional Liability	09/30/2013	09/30/2014	Aggregate	\$2,000,000
							Per Incident	\$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
RE: Meeting of the Board of Trustees of the Oxnard School District on November 13, 2013.

CERTIFICATE HOLDER CANCELLATION

Oxnard School District Program Manager 6425 Christie Ave., Suite 270 Emeryville CA 94608 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

Holder Identifier :

Certificate No : 570051838093

RECEIVED NOV 01 2013 CFW



ADDITIONAL REMARKS SCHEDULE

AGENCY Aon Risk Services Southwest, Inc.		NAMED INSURED ATC Group Services, Inc.	
POLICY NUMBER See Certificate Number: 570051838093			
CARRIER See Certificate Number: 570051838093	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance**

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER	
INSURER	
INSURER	
INSURER	

ADDITIONAL POLICIES If a policy below does not include limit information, refer to the corresponding policy on the ACORD certificate form for policy limits.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
	WORKERS COMPENSATION							
C		N/A		WC039901296 WC - (NJ,PA) SIR applies per policy terms & conditions	09/30/2013	09/30/2014		
C		N/A		WC039901295 WC - (IL,KY,NC,NH,UT,VT) SIR applies per policy terms & conditions	09/30/2013	09/30/2014		
C		N/A		WC039901294 WC - (AK,AZ,GA,VA) SIR applies per policy terms & conditions	09/30/2013	09/30/2014		
C		N/A		WC025842892 WC - FL SIR applies per policy terms & conditions	09/30/2013	09/30/2014		
C		N/A		WC012055045 WC - (MA,ND,OH,WA,WI,WY) SIR applies per policy terms & conditions	09/30/2013	09/30/2014		
A		N/A		WC025842891 WC - CA SIR applies per policy terms & conditions	09/30/2013	09/30/2014		
	OTHER							
D	Contractor Poll			PROP11781522 Pollution Coverage	09/30/2013	09/30/2014	Aggregate	\$2,000,000
							Per Incident	\$1,000,000
							Deductible	\$25,000
							SIR/Deduct	\$25,000

BOARD AGENDA ITEM

Name of Contributor: Janet Penanhoat

Date of Meeting: 8/2/17

- Study Session:** _____
Closed Session _____
- A-1. **Preliminary** _____
A-II. **Reports** _____
B. **Hearings** _____
C. **Consent Agenda** _____
- Agreement Category:**
_____ **Academic**
_____ **Enrichment**
_____ **Special Education**
_____ **Support Services**
_____ **Personnel**
_____ **Legal**
_____ **Facilities**
- D. **Action Items** _____
F. **Board Policies** 1st Reading _____ 2nd Reading _____

Ratification of Credit Change Order #1 to David Atkin Construction Inc. (Penanhoat/Fateh)

Field Contract #FC-P17-04232 was approved by the Board on April 19, 2017. The scope of work involved the removal and replacement of anchor bolts in eighteen (18) TV Cabinets at Rose Avenue School due to structural safety requirements and in order to satisfy DSA certification of an older non-certified DSA project. In consideration of potential reconstruction of Rose Ave. School in the near future as per the District's Master Construct and Implementation Program, the reinforcement and reinstallation of the TV cabinets were deleted as a cost saving measure. It has been confirmed by the structural engineer that the concern with the structural safety has been resolved.

Credit Change Order amount of (\$8,304.80) to the original contract price of \$20,757.00 with David Atkin Construction Inc. will reduce the final contract amount to be \$12,452.20.

FISCAL IMPACT:

Credit of (\$8,304.80)

RECOMMENDATION:

It is the recommendation of the Interim Assistant Superintendent, Business & Fiscal Services and the Director of Facilities, that the Board of Trustees ratify Credit Change Order #1 in the amount of (\$8,304.80) with David Atkin Construction Inc.

ADDITIONAL MATERIALS:

Attached: Change Order #1 (2 Pages)



CREDIT CHANGE ORDER

Date: 7/14/17

CREDIT CHANGE ORDER NO. 1

PROJECT: Rose Avenue School TV Anchor Replacement
O.S.D. BID No. #FC P-17-04232
O.S.D. Agreement No.

OWNER: Oxnard School District
 1051 South A Street
 Oxnard, CA. 93030

ARCHITECT FM Architecture Inc.
 1035 Lancaster Blvd.
 Lancaster, CA 93534

CONTRACTOR: David Atkin Construction Inc.

Attn: David Atkin

Architects Proj. No.:
D.S.A. File No.: 56-22
D.S.A. App. No.: 03-104172

CONFORMANCE WITH CONTRACT DOCUMENTS, PROJECT MANUAL, DRAWINGS AND SPECIFICATION. All Change Order work shall be in strict conformance with the Contract Documents, Project Manual, Drawings, and Specifications as they pertain to work of a similar nature.

ORIGINAL CONTRACT SUM.....	\$20,757.00
NET CHANGE - ALL PREVIOUS CHANGE ORDERS.....	\$0.00
ADJUSTED CONTRACT SUM.....	\$20,757.00
NET CHANGE -	(Credit) - \$ 8,304.80

Total Change Orders to Date:-\$8,304.80

ADJUSTED CONTRACT SUM THROUGH CHANGE ORDER NO.:..... \$12,452.20

Commencement Date: June 19, 2017
Original Completion Date: August 2, 2017
Original Contract Time: 44 Calendar Days
Time Extension for all Previous Change Orders: Zero Days
Time Extension for this Change Order: Zero Days
Adjusted Completion Date: August 2, 2017

Percentage**Credit - 40%**

Item	Description	Unforeseen Condition (UFO)	Additional Scope (AS)	Design Clarification (DC)	Code Requirement
1.	Deletion of Additional Wall Anchors			-\$8,304.80	
	Totals				

Total Change Order No. 1Credit.....-\$8,304.80

**NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND DEPUTY SUPT. BUSINESS & FISCAL SERVICES OR PURCHASING DIRECTOR*

APPROVAL (REQUIRED):

ARCHITECT: _____

DATE: _____

CONTRACTOR: _____

DATE: _____

RECOMMENDED FOR APPROVAL:

OSD DSA INSPECTOR: _____

DATE: _____

DIRECTOR OF FACILITIES :

DATE: _____

APPROVAL (REQUIRED):

BOARD APPROVAL

DATE: _____

DEPUTY SUPT./PURCHASING DIRECTOR: _____

DATE: _____

DSA APPROVAL

DATE: _____

BOARD AGENDA ITEM

Name of Contributor: Janet Penanhoat

Date of Meeting: 8/2/17

- Study Session:** _____
Closed Session _____
- A-1. Preliminary** _____
A-II. Reports _____
B. Hearings _____
C. Consent Agenda _____
- Agreement Category:**
____ Academic
____ Enrichment
____ Special Education
____ Support Services
____ Personnel
____ Legal
X Facilities
- D. Action Items** _____
F. Board Policies 1st Reading _____ 2nd Reading _____

Ratification of Change Order #1 to Kiwitt's General Building (Penanhoat/Fateh)

On May 17, 2017, the Board approved the Award of Formal Bid#16-06 and Approval of Agreement #16-274 for Curren School Fire Sprinklers Corrections for \$167,000.00.

The scope of this change order addressed several unforeseen items and exploratory work not identified in the original scope of project. This work is required by DSA and monitored and inspected by the DSA inspector and is required for final certification and close-out of a previous uncertified DSA project.

Change Order amount of \$6,375.50 to the original contract price of \$167,000.00 with Kiwitt's General Building will result in a net change of 3.8%.

FISCAL IMPACT:

\$6,375.50 – Deferred Maintenance One Time Funds

RECOMMENDATION:

It is the recommendation of the Interim Assistant Superintendent, Business & Fiscal Services, and the Director of Facilities, that the Board of Trustees ratify Change Order #1 – Kiwitt's General Building in the amount of \$6.375.50.

ADDITIONAL MATERIALS:

Attached: Change Order #1 (2 Pages)



CHANGE ORDER

Date: 7/17/17

CHANGE ORDER NO. 1

PROJECT: CURREN SCHOOL FIRE SPRINKLER CORRECTIONS
O.S.D. BID No. 16-06
O.S.D. Agreement No. P.O# P17-05083

OWNER: Oxnard School District
 1051 South A Street
 Oxnard, CA. 93030

ARCHITECT FM Architecture Inc.
 1035 Lancaster Blvd.
 Lancaster, CA 93534

CONTRACTOR: Kiwitts General Building Contractor

Attn: MIKE KIWITT

Architects Proj. No.:
D.S.A. File No.: 56-22
D.S.A. App. No.: 107119

CONFORMANCE WITH CONTRACT DOCUMENTS, PROJECT MANUAL, DRAWINGS AND SPECIFICATION. All Change Order work shall be in strict conformance with the Contract Documents, Project Manual, Drawings, and Specifications as they pertain to work of a similar nature.

ORIGINAL CONTRACT SUM.....	\$ 167,000.00
NET CHANGE - ALL PREVIOUS CHANGE ORDERS.....	\$ 0
ADJUSTED CONTRACT SUM.....	\$ 167,000.00
<u>NET CHANGE -</u>	<u>\$</u>
Total Change Orders to Date:	\$ 6,375.50
ADJUSTED CONTRACT SUM THROUGH CHANGE ORDER NO.:.....	\$ 173,375.50

Commencement Date:	7/19/2017
Original Completion Date:	8/14/17
Original Contract Time:	59
Time Extension for all Previous Change Orders:	0
Time Extension for this Change Order:	0
Adjusted Completion Date:	8/14/17
Percentage	3.818%

Item	Description	Unforeseen Condition (UFO)	Additional Scope (AS)	Design Clarification (DC)	Code Requirement
1.	CUT HOLES IN 1ST AND 2ND FLOOR ELEVATOR ENTRIES TO VIEW FIRE SPRINKLERS		✓		
2.	INSTALL (1) hanger and (1) end of line restriant on 2nd floor entry	✓			
3.	repair,patch and paint both ntryies to orginal condition		✓		
4.					
5.					
6.					
	Totals				

Total Change Order No.1 \$6,375.50

**NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND DEPUTY SUPT. BUSINESS & FISCAL SERVICES OR PURCHASING DIRECTOR*

APPROVAL (REQUIRED):

ARCHITECT: _____

DATE: _____

CONTRACTOR: *Michael Leinert* _____

DATE: 7/17/17

RECOMMENDED FOR APPROVAL:

OSD DSA INSPECTOR: _____

DATE: _____

DIRECTOR OF FACILITIES :

DATE: _____

APPROVAL (REQUIRED):

BOARD APPROVAL

DATE: _____

DEPUTY SUPT./PURCHASING DIRECTOR: _____

DATE: _____

DSA APPROVAL

DATE: _____

BOARD AGENDA ITEM

Name of Contributor: Janet Penanhoat

Date of Meeting: 8/2/17

- Study Session:** _____
Closed Session _____
- A-1. **Preliminary** _____
A-II. **Reports** _____
B. **Hearings** _____
C. **Consent Agenda** _____
- Agreement Category:**
____ Academic
____ Enrichment
____ Special Education
____ Support Services
____ Personnel
____ Legal
X Facilities
- D. **Action Items** _____
F. **Board Policies** 1st Reading _____ 2nd Reading _____

Ratification of Change Order #1 to Kiwitt's General Building (Penanhoat/Fateh)

On May 17, 2017, the Board approved the Award of Formal Bid#16-05, Haydock Sewer Repair/Replacement for the amount of \$128,000.00.

The scope of this change order addressed several unforeseen conditions and additional work not identified in the original scope of project.

Change Order amount of \$8,973.87 to the original contract price of \$128,000.00 with Kiwitt's General Building will result in a net change of 7.01%.

FISCAL IMPACT:

\$8,973.87 – Deferred Maintenance Funds

RECOMMENDATION:

It is the recommendation of the Interim Assistant Superintendent, Business & Fiscal Services, and the Director of Facilities, that the Board of Trustees ratify Change Order #1 – Kiwitt's General Building Contractor in the amount of \$8,973.87.

ADDITIONAL MATERIALS:

Attached: Change Order #1 (2 Pages)



CHANGE ORDER

Date: 7/5/17

CHANGE ORDER NO. 1

PROJECT: HAYDOCK SEWER REPAIR/REPLACEMENT
O.S.D. BID No. 16-05
O.S.D. Agreement No. p17-05086

OWNER: Oxnard School District
 1051 South A Street
 Oxnard, CA. 93030

ARCHITECT FM Architects
 815 Colorado Blvd., #200
 Los Angeles, CA 90041

CONTRACTOR: Kiwitts General building contractor

Attn: Mike Kiwitt

Architects Proj. No.:
D.S.A. File No.: n/a
D.S.A. App. No.: n/a

CONFORMANCE WITH CONTRACT DOCUMENTS, PROJECT MANUAL, DRAWINGS AND SPECIFICATION. All Change Order work shall be in strict conformance with the Contract Documents, Project Manual, Drawings, and Specifications as they pertain to work of a similar nature.

ORIGINAL CONTRACT SUM.....	\$ 128,000.00
NET CHANGE - ALL PREVIOUS CHANGE ORDERS.....	\$ 0.00
ADJUSTED CONTRACT SUM.....	\$ 128,000.00
<u>NET CHANGE -</u>	<u>\$ 8,973.87</u>
Total Change Orders to Date:	\$ 8,973.87
ADJUSTED CONTRACT SUM THROUGH CHANGE ORDER NO.:.....	\$ 136,973.87

Commencement Date:	june 19th 2017
Original Completion Date:	August 14th 2017
Original Contract Time:	56 days
Time Extension for all Previous Change Orders:	0
Time Extension for this Change Order:	0
Adjusted Completion Date:	August 14th 2017
Percentage	7.01%

Item	Description	Unforeseen Condition (UFO)	Additional Scope (AS)	Design Clarification (DC)	Code Requirement
1/2	1. (4) south science lab clean outs 2. (1) north science lab clean out		✓		
3/4/5	Cafeteria grease pit, floor drain and bathroom hook up	✓			
6.	mechanical room floor drain replacement	✓			
7.	replace 100' section storm drain	✓			
8.	install 3" cleanout in mechanical room		✓		
9.	cap existing line south science room and abandon in place		✓		
	Totals				

Total Change Order No. \$ 8,973.87 includes bonds

***NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND DEPUTY SUPT. BUSINESS & FISCAL SERVICES OR PURCHASING DIRECTOR**

APPROVAL (REQUIRED):

ARCHITECT: _____

DATE: _____

CONTRACTOR: Michael Levitt

DATE: 6-30-17

RECOMMENDED FOR APPROVAL:

OSD DSA INSPECTOR: n/a

DATE: n/a

DIRECTOR OF FACILITIES: _____

DATE: _____

APPROVAL (REQUIRED):

BOARD APPROVAL

DATE: _____

DEPUTY SUPT./PURCHASING DIRECTOR: _____

DATE: _____

DSA APPROVAL n/a

DATE: n/a

BOARD AGENDA ITEM

Name of Contributor: Janet Penanhoat

Date of Meeting: 8/2/17

- Study Session: _____
Closed Session _____
A-1. Preliminary _____
A-II. Reports _____
B. Hearings _____
C. Consent Agenda _____
- Agreement Category:
____ Academic
____ Enrichment
____ Special Education
____ Support Services
____ Personnel
____ Legal
X Facilities
- D. Action Items _____
F. Board Policies _____ 1st Reading _____ 2nd Reading _____

Ratification of Change Order #1 to Viola Inc. (Penanhoat/Fateh)

On June 7, 2017, the Board approved the Award of Formal Bid #16-03 and Approval of Agreement #16-275 for San Miguel Pre-School New Portable Classrooms for the amount of \$819,000.00. Upon start of construction, it was discovered that the scope of work shown on plans and specifications did not clearly identify the extent of soil over-excavation and soil stabilization as recommended by the Geotechnical Report. Subsequently, the design team issued a new plan detail and specifications to the contractor for the work necessary to comply with the Geotechnical Report as approved by the California Geological Survey (CGS) and the Division of State Architect (DSA). Additionally, the schedule was accelerated to prepare the buildings' pad in order to meet the buildings' delivery date by the modular company.

Change Order amount of \$63,464.78 to the original contract price of \$819,000.00 was negotiated with Viola Inc. and will result in a net increase of 7.7% of the original contract amount.

FISCAL IMPACT:

\$63,464.78 – Deferred Maintenance One Time Funds

RECOMMENDATION:

It is the recommendation of the Interim Assistant Superintendent, Business & Fiscal Services and the Director of Facilities, that the Board of Trustees ratify Change Order #1 – Viola Inc. in the amount of \$63,464.78.

ADDITIONAL MATERIALS:

Attached: Change Order #1 (2 Pages)



CHANGE ORDER

Date: 7/20/17

CHANGE ORDER NO. 1

PROJECT: San Miguel Pre-School Portables
O.S.D. BID No. 16-03
O.S.D. Agreement No. 16-275

OWNER: Oxnard School District
1051 South A Street
Oxnard, CA. 93030

ARCHITECT CSDA Architects

CONTRACTOR: Viola Inc.

Attn: Robert Viola

Architects Proj. No.:
D.S.A. File No.: 56-22
D.S.A. App. No.: 03-117806

CONFORMANCE WITH CONTRACT DOCUMENTS, PROJECT MANUAL, DRAWINGS AND SPECIFICATION. All Change Order work shall be in strict conformance with the Contract Documents, Project Manual, Drawings, and Specifications as they pertain to work of a similar nature.

ORIGINAL CONTRACT SUM	\$819,000.00
NET CHANGE - ALL PREVIOUS CHANGE ORDERS	\$0.00
ADJUSTED CONTRACT SUM	\$819,000.00
NET CHANGE -	\$63,464.78

Total Change Orders to Date:	\$63,464.78
ADJUSTED CONTRACT SUM THROUGH CHANGE ORDER NO.:	\$882,464.78

Commencement Date:	June 12, 2017
Original Completion Date:	August 14, 2017
Original Contract Time:	64 Calendar Days
Time Extension for all Previous Change Orders:	Zero Days
Time Extension for this Change Order:	Zero Days
Adjusted Completion Date:	August 14, 2017
Percentage	7.7%

Item	Description	Unforeseen Condition (UFO)	Additional Scope (AS)	Design Clarification (DC)	Code Requirement
1.	Additional soil over-excavation and soil stabilization			\$60,558.35	
2.	Over-time required to accelerate preparation of the buildings pad		\$2,906.43		
3.					
4.					
5.					
6.					
	Totals				

Total Change Order No. 1\$63,464.78

**NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND DEPUTY SUPT. BUSINESS & FISCAL SERVICES OR PURCHASING DIRECTOR*

APPROVAL (REQUIRED):

ARCHITECT: _____

DATE: _____

CONTRACTOR: _____

DATE: _____

RECOMMENDED FOR APPROVAL:

OSD DSA INSPECTOR: _____

DATE: _____

DIRECTOR OF FACILITIES :

DATE: _____

APPROVAL (REQUIRED):

BOARD APPROVAL

DATE: _____

DEPUTY SUPT./PURCHASING DIRECTOR: _____

DATE: _____

DSA APPROVAL

DATE: _____



Wednesday, June 28, 2017

David Fateh
 Oxnard School District
 Oxnard, CA 93033

**RE: PCO Number 001
 Building Area Grading.
 San Miguel Pre-School - New Portable Classrooms-17-15**

Dear Mr. Fateh,

Please find for your review and approval all the required quotations for PCO Number **001**, for the following extra work: **Building Area Grading**, in accordance with the response to RFI 001. We have reviewed the scopes of work and have verified that all extra work items are in compliance with our contract agreement. The following is a detailed itemization of the grading extra costs, and does not include other impacted scopes of work. Contractor may request adjustment to the Contract Time 5 days for extra work or schedule impacts to completion of the Work. Viola is reserving the right to determine if these changes affect the critical path.

Item Number	Description	Proposed Amount	Company
001	Additional 3' of over-excavation and 1' of re-compaction at new portable buildings	\$6,974.29	Berry General Engineering
002	Place GeoGrid and 24" of Crushed Aggregate Base at bottom of 5' of excavation and export 2' of dirt	\$52,020.33	Berry General Engineering
003	5 days of Extended General Conditions @ \$1,522.99/day	\$7,614.95	Viola Incorporated
004	Viola Markup @ 5%	\$3,330.48	Viola Incorporated

Total Amount ~~\$69,940.05~~ **Reduce to \$60,558.35**

The information contained here has been verified and found to conform to project requirements.

Extended OH not justified at this time. Provide credit for less OX in areas outside of bldg pad

Robert Viola
 Viola Constructors

Contractor:

Robert Viola
 Project Manager

Date 6-28-2017

Approved:

David Fateh
 Project Manager

Date _____



Thursday, July 20, 2017

David Fateh
 Oxnard School District
 Oxnard, CA 93033

**RE: PCO Number 001 R001
 Building Area Grading.
 San Miguel Pre-School - New Portable Classrooms-17-15**

Dear Mr. Fateh,

Please find for your review and approval all the required quotations for PCO Number 001 R001, for the following extra work: **Building Area Grading**, in accordance with the response to RFI 001. We have reviewed the scopes of work and have verified that all extra work items are in compliance with our contract agreement. The following is a detailed itemization of the grading extra costs, and does not include other impacted scopes of work. Contractor may request adjustment to the Contract Time for extra work or schedule impacts to completion of the Work. Viola is reserving the right to determine if these changes affect the critical path.

Item Number	Description	Proposed Amount	Company
001	Additional 3' of over-excavation and 1' of re-compaction at new portable buildings	\$6,974.29	Berry General Engineering
002	Place GeoGrid and 24" of Crushed Aggregate Base at bottom of 5' of excavation and export 2' of dirt	\$52,020.33	Berry General Engineering
003	Credit for 1' of over-excavation in the playground area and walkway area around new portable buildings	(\$1,260.00)	Berry General Engineering
004	Deductive Markup @ 10%	(\$126.00)	Viola Incorporated
005	Viola Markup @ 5%	\$2,949.73	Viola Incorporated

Total Amount \$60,558.35

The information contained here has been verified and found to conform to project requirements.

Robert Viola
 Viola Constructors

Contractor:  Date 7/20/17
 Robert Viola
 Project Manager

Approved: _____ Date _____
 David Fateh
 Director of Facilities

BERRY
GENERAL ENGINEERING
CONTRACTORS, INC.

P.O. BOX 1457 VENTURA, CA 93002
805-643-7567 FAX 805-643-7482
License No. 400577

June 28, 2017

Viola Incorporated
Attn: Pat Waid
1144 Commercial Ave.
Oxnard, CA.93031-5624

RE: San Miguel Pre-School New Portable Classrooms

Changed or Additional Prices as Requested- Change from 2' over-excavation and re-compaction to 5' under the planned location for new portable classrooms.

- 1) Remove and recompact 6,050 square feet to an additional depth of 3 feet, 673 cubic yards moved twice for a total of 1,346 cubic yards.

Labor	\$	4,868.28	+	10 %	=	\$	5,355.11
Equipment	\$	1,471.98	+	10 %	=	\$	1,619.18
Material	\$	0.00	+	10 %	=	\$	0.00
Sub-Contract	\$	0.00	+	10 %	=	\$	0.00
Sub-Total						\$	6,974.29
2% for Bonds						\$	0.00
Total						\$	6,974.29

Original Contract Amount	\$135,937.00
Approved Change Orders	\$0.00
Pending Change Orders	\$0.00
Total This Request	\$6,974.29
Revised Contract Amount	\$142,911.29

Contract time extension required for these changes, 1.5 working days

Submitted:

Accepted:

John Hale
Berry General Engineering Contractors, Inc.

Viola Incorporated

Berry General Engineering Contr., Inc.
Item Cost Detail
San Miguel Pre-School

Group: ALT 1 Alternate 1

Bid-Item	Description	Quantity	UM	Unit Cost	Total Cost		
010	3' Additional Over Excavation	1,346.00	CY	4.7104	6,340.26		
	<u>Material</u>	<u>Labor</u>	<u>Equipment</u>	<u>Other</u>	<u>Subcontractor</u>	<u>Plug</u>	<u>Truck</u>
Unit Cost:		3.62		1.09			
Total Cost:		4,868.28		1,471.98			
010.02	Additional Overex.	1,346.00	CY	4.7104	6,340.26		
Prod. per Hr: 112.17	Day Lgth: 8.00	Hrs Req: 12.00	Lbr Typ: Standard	Man. Hrs.: 60.00			
Work. Comp. PAVE 14.75%		Days Req: 1.50		Prod./Man Hr: 22.43333			
	<u>Material</u>	<u>Labor</u>	<u>Equipment</u>	<u>Other</u>	<u>Subcontractor</u>	<u>Plug</u>	<u>Truck</u>
Unit Cost:		3.62		1.09			
Total Cost:		4,868.28		1,471.98			

Additional Over-excavation 50' x 121' x 3' / 27 = 672.22 cy
673 cy moved twice = 1346 cy.

Description	Area	Quantity/Hours	UM	Unit Cost	Total Cost
L Foreman	STD	1.00 / 12.00	HR	91.5700	1,098.84
E 3/4 Ton Pickup	STD	1.00 / 12.00	HR	10.1400	121.68
E 321 Excavator	STD	1.00 / 12.00	HR	50.0000	600.00
L Ave Operator	STD	1.00 / 12.00	HR	90.1900	1,082.28
E Cat 950 Loader	STD	0.50 / 12.00	HR	67.5000	405.00
L Ave Operator	STD	0.50 / 12.00	HR	90.1900	541.14
L Ave Laborer	STD	2.00 / 12.00	HR	66.8700	1,604.88
E 1 Ton Truck	STD	1.00 / 12.00	HR	12.0000	144.00
E Water Trailer	STD	1.00 / 12.00	HR	3.6500	43.80
E IR SD100	STD	0.50 / 12.00	HR	26.2500	157.50
L Ave Operator	STD	0.50 / 12.00	HR	90.1900	541.14

Fateh, David

From: Robert Viola <rviola@Violainc.com>
Sent: Wednesday, July 19, 2017 3:22 PM
To: Fateh, David
Cc: Patrick Waid
Subject: San Miguel Change Order 001
Attachments: 1715 PCO 001 - Building Area Grading.pdf; Berry CO 2 R1.pdf

Importance: High

David,

In our effort to revise the pricing for the geogrid and base change order, Berry Engineering today discovered they erroneously priced standard recycled base rather than crushed aggregate base. The product submitted and installed is correct, just the pricing is incorrect. Attached is their revised change order with material quote from their supplier. This unit cost difference of \$16.05/ton equates to \$15,596.59 after applicable markups. At this point, the originally submitted change order has a significant discount that the subcontractor is paying for in error. Due to this, Berry is unfortunately unable to provide any additional discounts. Viola can't reduce the days requested because we endured a delay in excess of the request. Please contact Pat or me if you have any questions.

Thanks,

Robert Viola



Cell: 805-824-6467

BERRY
GENERAL ENGINEERING
CONTRACTORS, INC.

P.O. BOX 1457 VENTURA, CA 93002
 805-643-7567 FAX 805-643-7482
 License No. 400577

July 19, 2017

Viola Incorporated
 Attn: Pat Waid
 1144 Commercial Ave.
 Oxnard, CA.93031-5624

RE: San Miguel Pre-School New Portable Classrooms

Changed or Additional Prices as Requested-COR-2; Place GeoGrid and 24" of Crushed Aggregate Base at bottom of 5' excavation and export 2' of dirt.

1) Placement of Tensar TX7 Fabric and 24" of Crushed Aggregate Base

Labor	\$	9,523.22	+	10 %	=	\$	10,475.54
Equipment	\$	3,263.44	+	10 %	=	\$	3,589.78
Material	\$	48,063.80	+	10 %	=	\$	52,870.18
Sub-Contract	\$	0.00	+	10 %	=	\$	0.00
Sub-Total						\$	66,935.51
2% for Bonds						\$	0.00
Total						\$	66,935.51

Reduce to \$52,020.33 as agreed previously

Original Contract Amount	\$135,937.00
Approved Change Orders	\$0.00
Pending Change Orders	\$0.00
Total This Request	\$66,935.51
Revised Contract Amount	\$202,872.51

Contract time extension required for these changes, 5 working days

Submitted:

Accepted:

John Hale
 Berry General Engineering Contractors, Inc.

 Viola Incorporated

BERRY
GENERAL ENGINEERING
CONTRACTORS, INC.

P.O. BOX 1457 VENTURA, CA 93002
805-643-7567 FAX 805-643-7482
License No. 400577

June 28, 2017

Viola Incorporated
Attn: Pat Waid
1144 Commercial Ave.
Oxnard, CA.93031-5624

RE: San Miguel Pre-School New Portable Classrooms

Changed or Additional Prices as Requested- Place GeoGrid and 24" of Crushed Aggregate Base at bottom of
5' excavation and export 2' of dirt.

1) Placement of Tensar TX7 Fabric and 24" of Crushed Aggregate Base

Labor	\$	9,523.22	+	10 %	=	\$	10,475.54
Equipment	\$	3,266.44	+	10 %	=	\$	3,593.08
Material	\$	34,501.55	+	10 %	=	\$	37,951.71
Sub-Contract	\$	0.00	+	10 %	=	\$	0.00
Sub-Total						\$	52,020.33
2% for Bonds						\$	0.00
Total						\$	52,020.33

Original Contract Amount	\$135,937.00
Approved Change Orders	\$0.00
Pending Change Orders	\$0.00
Total This Request	\$52,020.33
Revised Contract Amount	\$187,957.33

Contract time extension required for these changes, 5 working days

Submitted:

Accepted:

John Hale
Berry General Engineering Contractors, Inc.

Viola Incorporated

Berry General Engineering Contr., Inc.
Item Cost Detail
San Miguel Pre-School

Group: ALT 2 Alternate 2

Bid-Item	Description	Quantity	UM	Unit Cost	Total Cost		
010	3' Additional O/X With Rock	6,150.00	SF	7.8696	48,398.21		
Unit Cost:	<u>Material</u> 5.61	<u>Labor</u> 1.55	<u>Equipment</u> 0.53	<u>Other</u>	<u>Subcontractor</u>	<u>Plug</u>	<u>Truck</u> 0.18
Total Cost:	34,501.55	9,523.22	3,263.44				1,110.00

010.02 Buy O/X Materials		845.00	TN	22.6054	19,101.55		
Prod. per Hr:	Day Lgth: 8.00	Hrs Req:	Lbr Typ: Standard	Man. Hrs.:			
Work. Comp. PAVE 14.75%		Days Req:		Prod./Man Hr: 0.000000			
Unit Cost:	<u>Material</u> 22.61	<u>Labor</u>	<u>Equipment</u>	<u>Other</u>	<u>Subcontractor</u>	<u>Plug</u>	<u>Truck</u>
Total Cost:	19,101.55						

Description	Area	Quantity/Hours	UM	Unit Cost	Total Cost
M Class II Base	STD	845.00	TN	10.1300	8,559.85
M Tensar TX7	STD	1,590.00	SY	6.6300	10,541.70

010.04 Place Rock And Fabric		845.00	TN	11.4683	9,690.72		
Prod. per Hr: 52.81	Day Lgth: 8.00	Hrs Req: 16.00	Lbr Typ: Standard	Man. Hrs.: 80.00			
Work. Comp. PAVE 14.75%		Days Req: 2.00		Prod./Man Hr: 10.562500			
Unit Cost:	<u>Material</u>	<u>Labor</u> 8.56	<u>Equipment</u> 2.90	<u>Other</u>	<u>Subcontractor</u>	<u>Plug</u>	<u>Truck</u>
Total Cost:		7,237.28	2,453.44				

Description	Area	Quantity/Hours	UM	Unit Cost	Total Cost
L Foreman	STD	1.00 / 16.00	HR	91.5700	1,465.12
E 3/4 Ton Pickup	STD	1.00 / 16.00	HR	10.1400	162.24
E Cat 950 Loader	STD	1.00 / 16.00	HR	67.5000	1,080.00
L Ave Operator	STD	1.00 / 16.00	HR	90.1900	1,443.04
E John Deere Skip	STD	1.00 / 16.00	HR	29.4000	470.40
L Ave Operator	STD	1.00 / 16.00	HR	90.1900	1,443.04
E IR SD100	STD	1.00 / 16.00	HR	26.2500	420.00
L Ave Operator	STD	2.00 / 16.00	HR	90.1900	2,886.08
E Crew Truck	STD	1.00 / 16.00	HR	16.4000	262.40
E Water Trailer	STD	1.00 / 16.00	HR	3.6500	58.40

010.06 Load Trucks		690.00	CY	3.9054	2,694.72		
Prod. per Hr: 57.50	Day Lgth: 8.00	Hrs Req: 12.00	Lbr Typ: Standard	Man. Hrs.: 24.00			
Work. Comp. PAVE 14.75%		Days Req: 1.50		Prod./Man Hr: 28.750000			
Unit Cost:	<u>Material</u>	<u>Labor</u> 2.73	<u>Equipment</u> 1.17	<u>Other</u>	<u>Subcontractor</u>	<u>Plug</u>	<u>Truck</u>
Total Cost:		1,884.72	810.00				

Description	Area	Quantity/Hours	UM	Unit Cost	Total Cost
E Cat 950 Loader	STD	1.00 / 12.00	HR	67.5000	810.00
L Ave Operator	STD	1.00 / 12.00	HR	90.1900	1,082.28
L Ave Laborer	STD	1.00 / 12.00	HR	66.8700	802.44

Berry General Engineering Contr., Inc.
Item Cost Detail
San Miguel Pre-School

010.08	Trucking And Dump Fees	690.00	CY	22.3188	15,400.00
Prod. per Hr:	Day Lgth: 8.00	Hrs Req:	Lbr Typ: Standard	Man. Hrs.:	
Work. Comp. PAVE	14.75%	Days Req:		Prod./Man Hr:	0.000000
Unit Cost:	<u>Material</u> 22.32	<u>Labor</u>	<u>Equipment</u>	<u>Other</u>	<u>Subcontractor</u>
Total Cost:	15,400.00			<u>Plug</u>	<u>Truck</u>

Description	Area	Quantity/Hours	UM	Unit Cost	Total Cost
M Tri County Haul & Dump Dirt	STD	70.00	LD	220.0000	15,400.00

010.10	Street Sweeping	1.00	LS	1,511.2200	1,511.22
Prod. per Hr: 0.17	Day Lgth: 8.00	Hrs Req: 6.00	Lbr Typ: Standard	Man. Hrs.: 6.00	
Work. Comp. PAVE	14.75%	Days Req: 0.75		Prod./Man Hr:	0.166667
Unit Cost:	<u>Material</u>	<u>Labor</u> 401.22	<u>Equipment</u>	<u>Other</u>	<u>Subcontractor</u>
Total Cost:		401.22		<u>Plug</u>	<u>Truck</u> 1,110.00

Description	Area	Quantity/Hours	UM	Unit Cost	Total Cost
T Pickup Broom	STD	1.00 / 6.00	HR	185.0000	1,110.00
L Ave Laborer	STD	1.00 / 6.00	HR	66.8700	401.22

17-15 San Miguel Pre-School - New Portable Classrooms
 Viola Inc. Extended General Conditions

Supervision	RATE	
	Hourly	Daily
Project Superintendent	\$ 83.89	\$ 671.12
Project Manager	\$ 83.89	\$ 671.12
Subtotal		\$ 1,342.24

Material & Equipment	Each	Monthly	Daily
Vehicle & Fuel	\$ 500.00	\$ 2,000.00	
Field Office Supplies	\$ 50.00	\$ 50.00	
Phone & Data	\$ 150.00	\$ 300.00	
Safety	\$ 200.00	\$ 200.00	
Chemical Toilets	\$ 355.00	\$ 1,065.00	
Subtotal		\$ 3,615.00	\$ 180.75

	Monthly	Daily
Total Extended Overhead	Viola	\$ 1,522.99



Friday, July 14, 2017

David Fateh
 Oxnard School District
 Oxnard, CA 93033

**RE: PCO Number 002
 Premium Time for Saturday Work.
 San Miguel Pre-School - New Portable Classrooms-17-15**

Dear Mr. Fateh,

Please find for your review and approval all the required quotations for PCO Number 002, for the following extra work: **Premium Time for Saturday Work**. We have reviewed the scopes of work and have verified that all extra work items are in compliance with our contract agreement. The following is a detailed itemization of all extra costs to accelerate the work in order to pave on Tuesday, July 18th, to meet the portable delivery date.

Item Number	Description	Proposed Amount	Company
001	Overtime work to prepare for paving date of Tuesday, July 18 to meet classroom delivery date	\$1,107.01	Berry General Engineering
002	Overtime day of Supervision	\$2,214.70	Viola Incorporated
003	Viola Markup @ 5%	\$166.09	Viola Incorporated

Total Amount ~~\$3,487.80~~ **Reduce to \$2,906.43**

The information contained here has been verified and found to conform to project requirements.

Reduce project management from 8 hours to 4 hours

Robert Viola
 Viola Constructors

Contractor:

Robert Viola
 Project Manager

Date 7/14/17

Approved:

 David Fateh
 Director of Facilities

Date _____



Thursday, July 20, 2017

David Fateh
Oxnard School District
Oxnard, CA 93033

**RE: PCO Number 002 R001
Premium Time for Saturday Work.
San Miguel Pre-School - New Portable Classrooms-17-15**

Dear Mr. Fateh,

Please find for your review and approval all the required quotations for PCO Number 002 R001, for the following extra work: **Premium Time for Saturday Work**. We have reviewed the scopes of work and have verified that all extra work items are in compliance with our contract agreement. The following is a detailed itemization of all extra costs to accelerate the work in order to pave on Tuesday, July 18th, to meet the portable delivery date.

Item Number	Description	Proposed Amount	Company
001	Overtime work to prepare for paving date of Tuesday, July 18 to meet classroom delivery date	\$1,107.01	Berry General Engineering
002	Overtime day of Supervision	\$1,661.02	Viola Incorporated
003	Viola Markup @ 5%	\$138.40	Viola Incorporated

Total Amount \$2,906.43

The information contained here has been verified and found to conform to project requirements.

Robert Viola
Viola Constructors

Contractor:

Date 7/20/17

Robert Viola
Project Manager

Approved:

Date _____

David Fateh
Director of Facilities

**BERRY
GENERAL ENGINEERING
CONTRACTORS, INC.**

P.O. BOX 1457 VENTURA, CA 93002
805-643-7567 FAX 805-643-7482
License No. 400577

July 13, 2017

Viola Incorporated
Attn: Pat Waid
1144 Commercial Ave.
Oxnard, CA.93031-5624

RE: San Miguel Pre-School New Portable Classrooms

Changed or Additional Prices as Requested- COR-3; Premium Time For Saturday Work


1) Overtime to prepare for paving date of Tuesday July 18 to meet Classroom Delivery Date.

Labor	\$	1,006.37	+	10 %	=	\$	1,107.01
Equipment	\$	0.00	+	10 %	=	\$	0.00
Material	\$	0.00	+	10 %	=	\$	0.00
Sub-Contract	\$	0.00	+	10 %	=	\$	0.00
<hr/>							
Sub-Total						\$	1,107.01
2% for Bonds						\$	0.00
<hr/>							
Total						\$	1,107.01

Original Contract Amount	\$135,937.00
Approved Change Orders	\$0.00
Pending Change Orders	\$58,994.62
Total This Request	\$1,107.01
<hr/>	
Revised Contract Amount	\$196,038.63

Contract time extension required for these changes, 1 working day

Submitted:


John Hale
Berry General Engineering Contractors, Inc.

Accepted:

Viola Incorporated



17-15 San Miguel Pre-School - New Portable Classrooms
Viola Inc. Extended General Conditions

Supervision	RATE		
	Hourly	Hourly OT	Daily
Project Superintendent	\$ 83.89	\$ 125.84	\$ 1,006.68
Project Manager	\$ 83.89	\$ 125.84	\$ 1,006.68
		Subtotal	\$ 2,013.36
		10% Markup	\$ 201.34
		TOTAL	\$ 2,214.70

BOARD AGENDA ITEM

Name of Contributor: Dr. Morales/David Fateh

Date of Meeting: 8/2/17

STUDY SESSION _____
CLOSED SESSION _____
SECTION A-1: PRELIMINARY _____
SECTION A-II: REPORTS _____
SECTION B: HEARINGS _____
SECTION C: CONSENT AGENDA _____

_____ Agreement Category:
_____ Academic
_____ Enrichment
_____ Special Education
_____ Support Services
_____ Personnel
_____ Legal
 X Facilities

SECTION D: ACTION _____
SECTION F: BOARD POLICIES 1st Reading _____ 2nd Reading _____

**RATIFICATION OF WORK AUTHORIZATION LETTER #3-S with NV5 West Inc., for
ADDITIONAL DESIGN PHASE GEOTECHNICAL ENGINEERING SERVICES for the
MCKINNA ELEMENTARY SCHOOL RECONSTRUCTION PROJECT
(Morales/Fateh/CFW)**

At the April 19, 2017, regularly scheduled Board Meeting, the Board of Trustees approved WAL #3 for NV5 West Inc. (formerly known as BTC Labs Inc.) to provide Geotechnical Engineering Services.

During the initial stages of design, it was determined that stormwater retention areas would need to be incorporated into the new school. As a result, the architect requested that percolation testing be done to determine the design of these retention areas. In trying to avoid delays, NV5 West Inc. agreed to do the testing with the promise that the added scope of work would be ratified at the first August regular Board meeting.

The Work Authorization Letter is issued pursuant to and consists of:

Master Agreement #13-154
Work Authorization Letter #3-S
Consultant: **NV5 West Inc.**
Date Issued: **08/02/2017**
Fixed Fee Amount: **Six Thousand Seven Hundred Twenty-Five Dollars and Zero Cents (\$6,725.00)**

The attached Work Authorization Letter describes the scope of services requested from NV5 West Inc., and calls for the performance of Design Phase Geotechnical Engineering Services to ensure that the design work is in accordance with DSA.

FISCAL IMPACT

The Design Phase Geotechnical Engineering services will be completed for a lump sum fixed fee of: **Six Thousand Seven Hundred Twenty-Five Dollars and Zero Cents (\$6,725.00)**

RECOMMENDATION

It is the recommendation of the Superintendent, and the Director of Facilities, in consultation with Caldwell Flores Winters, that the Board of Trustees ratify WAL #3-S for Master Agreement #13-154 with NV5 West Inc.

ADDITIONAL MATERIAL(S)

Attached:

- WAL #3-S, NV5 West Inc. (1 Page)
- Proposal dated 5/31/17, NV5 West Inc. (5 Pages)
- Master Agreement #13-154 (35 Pages)



May 31, 2017

Project No.: 17-002124

Oxnard School District
1055 South C Street
Oxnard, California 93030

Attn: Marlene Hickle

Subject: **Change Order Proposal for Supplemental Geotechnical Services
Percolation Testing of Proposed Stormwater Infiltration Structures
McKinna Elementary School Reconstruction Project
1611 South J Street, Oxnard, California**

NV5 West, Inc. (NV5) is pleased to provide this proposal at the request of CFW for percolation testing services for proposed stormwater infiltration structures as part of the proposed reconstruction project at McKinna Elementary School in Oxnard, California. This proposal summarizes NV5's understand of the requested scope and estimate of costs. The purpose of the proposed services is to evaluate the geotechnical site conditions as they relate to the proposed stormwater infiltration improvements. The project is subject to Prevailing Wage law.

PROJECT UNDERSTANDING

Our project understanding is based the information provided by CFW, a conceptual plan of stormwater improvements by Delane Engineering and Dougherty Architects (undated), and our knowledge of the site based on our ongoing geotechnical study of portions of the subject site. The area of the proposed site improvements are underlain by young alluvium. Groundwater is anticipated to be between approximately 10 and 20 feet below grade. Groundwater was encountered at approximately 15 feet below ground surface in our previous exploratory borings performed on 4/29/2017.

The site consists of the western portion of the existing McKinna Elementary School Site in Oxnard, California. The conceptual plan by Delane Engineering shows proposed stormwater retention at two locations, in the future parking lot, and in the landscape near the future baseball fields. We understand that the proposed invert depth is planned at 3 feet below the parking lot grade, and 5 feet below grade in the future baseball fields.

As noted by the project engineer, percolation testing should comply with Los Angeles County's Recommendations for Reporting Infiltration.

SCOPE OF ADDITIONAL SERVICES

Based upon our current project understanding, we propose the following scope of services:

Task 1 – Project Preparation and Documentation Review: Review existing site geotechnical reports, review plans, and research the available geologic and geotechnical data pertinent to the site.

Reconnoiter the site to assess the site conditions, mark the proposed borings locations, and coordinate with Underground Service Alert (USA) as required per State mandatory protocol. NV5 will pre-mark boring locations and notify Underground Service Alert of the marked boring locations. NV5 is not responsible for damage to landscaping, irrigation lines, or utilities.

Notice Regarding Underground Utilities: Please note that USA does not locate utilities within private property. It is the Client's responsibility to provide NV5 with any available information on locations for all utilities and utility easements situated within the site at least 5 working days before the start of our field investigation. Penetrating the site subsurface is inherently risky. It is impossible to determine with certainty the precise location of all underground structures. NV5's fee is not adequate to compensate for both the performance of the services described herein and the assumption of the risk associated with damaging underground structures. Disruption of utilities or damage to underground structures will be the responsibility of the Client.

Exploration Permits: Boring permits are not anticipated to be required for this project. It is assumed that if permits are required that the client will provide those.

Task 2 – Field Exploration: Subsurface exploration will consist of hand auger borings as described below.

- Excavate, sample, and log approximately three hand auger borings depths ranging from four (4) to six (6) feet below ground surface, based on planned stormwater infiltration depths. Actual boring depths will depend upon the field conditions encountered. Relatively undisturbed soil samples and bulk samples will be obtained from the borings at various depths. An NV5 geologist will observe the excavation operations and log the underlying materials based on visual observation of soil samples.
- Perform 3 well permeameter or boring percolation tests to approximately four (4) and six (6) feet below grade in general conformance with Los Angeles County's Recommendations for Reporting Infiltration (12 inches below elevation of proposed invert of infiltration). This task includes excavation of 3 borings (as described above), installation of monitoring wells, 24-hour infiltration testing, boring abandonment and backfill, and analysis.

Fieldwork Hours: Field exploration is planned for normal business hours, Monday through Friday. If requested, exploration can be scheduled for nights or weekends to minimize site disruption for an additional fee.

Boring Backfill: At the end of percolation testing, the borings will be backfilled with cement grout.

Soil Cuttings: Excess soil cuttings generated during the excavation will be removed from the site.

Hazardous Materials: In the event that suspected hazardous materials are encountered during drilling, as indicated by odor or visually, impacted borings will be terminated and arrangements will be made to backfill such borings with cement grout. NV5 will notify you as soon as possible of such an occurrence, and we will both mutually decide whether to continue, modify, or cease the remainder of the investigation program. All added costs incurred as a result of suspected hazardous substances would be charged on a time and expense basis over and above the fee quotation for the site investigation in accordance with our current fee schedule.

Task 3 – Laboratory Testing: Selected soil samples will be tested to evaluate the infiltration characteristics and classify the on-site soil materials. Laboratory tests will be determined based upon the results of the field exploration. Anticipated tests include:

- In-situ moisture and dry density
- Grain-size distribution
- Liquid and Plastic Limits

Task 4 – Engineering Analysis: Engineering analyses will be based on the available research, and findings from the field exploration and percolation testing; and will include evaluation of infiltration rate of the earth materials in the zone of the proposed stormwater infiltration.

Task 5 – Report: Prepare a geotechnical report presenting a summary of our findings and preliminary geotechnical recommendations for design of stormwater retention/infiltration structures. A total of three copies of the report will be provided. The geotechnical report will include:

- Site & Project Description
- Site Location Map and Geotechnical Site Plan
- Logs of Exploratory Borings and field investigation procedures
- Percolation test results and summary of testing procedures
- Results of Laboratory Testing
- Summary of earth materials encountered during exploration
- Discussion of groundwater conditions
- Discussion of Site Infiltration Characteristics

Task 6 – Project Management: Management of the project includes coordination of the various tasks of the study including field exploration, percolation testing, and report preparation. Attendance at one project-related meeting is included within the scope of this preliminary study.

The following services are not included on the estimate above and will be provided at the client's request on a time and material basis. The rates for these services are in accordance with the attached fee schedule.

- Project meetings away from our office.
- Post-report consultation or response to regulatory review comments.

SCHEDULE

We understand that time is of the essence on this project. We are prepared to mobilize immediately and implement the field exploration upon authorization to proceed. Our anticipated project schedule is summarized below, subject to availability of facility access and weather delays.

COST ESTIMATE

NV5 will provide the proposed scope of services for the Lump Sum Fee of Six Thousand Seven Hundred Twenty-Five dollars (\$6,725). A cost breakdown summary below is provided below for information only. Any additional services will be provided on a time and materials basis in accordance with the attached fee schedule.

Task	Estimated Schedule (Wk Days)	Estimated Cost
Task 1: Project Preparation & Site Recon	4	\$ 400
Task 2: Field Exploration	3	\$ 2,970
Task 3: Laboratory Testing	5	\$ 705
Task 4: Engineering Analysis	3	\$ 650
Task 5: Report	5	\$ 1,500
Task 6: Project Management	-	\$ 500
TOTAL	20	\$ 6,725

ASSUMPTIONS AND LIMITATIONS

This proposal has been prepared for the exclusive use of the client for the services described herein and is valid for 90 days. NV5 will endeavor to conduct these services in a manner consistent with that level of skill and care ordinarily exercised by members of the profession practicing in the same locality and under similar conditions as this project. NV5 makes no other representation or warranty, either expressed or implied.

The proposed scope and corresponding fees represent NV5’s view of the optimal and most cost-effective scope of work based upon the anticipated conditions and available information regarding the site. Unforeseen circumstances, such as the discovery of subsurface conditions that complicate the study, may occur and require additional services at an additional cost. Our proposal includes the following assumptions and limitations. Please read this section carefully. If you have any questions regarding these items, please contact our office.

- NV5’s fee estimate is based upon the scope of work and schedule described above. Additional services, or schedule adjustments that may be requested or required due to changes in the proposed project or other conditions, are excluded.
- Time for project meetings away from our office, except as specifically listed herein, is not included in this proposal. If meetings are requested, NV5 will attend on a time-and-materials basis.
- Additional costs resulting from delays in fieldwork due to weather or other factors beyond NV5’s control are not included.
- Post report consultation, including response to regulatory review comments, design revisions, building plan review, and construction observation services are not included and will be provided for an additional fee.
- The proposed scope of work is limited to the characterization of the subsurface soils of the proposed site and does not include a detailed study of groundwater conditions, or geologic hazards not listed above. No evaluation for the presence of hazardous materials, radon or methane gas, naturally-occurring asbestos, or mold is included in the scope of work for this project. These items can be provided as a separate scope of work if requested.
- NV5 will not be responsible for the excavation, sampling, handling, identification or

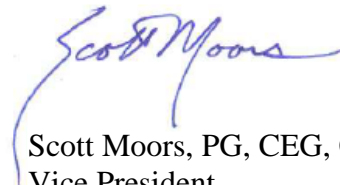
disposal of any hazardous materials that may be discovered at the site. In the event such materials are encountered, a separate proposal for environmental services will be prepared if requested.

NV5 appreciates the opportunity to present this proposal and we are excited at the prospect of working with you on this project. Should you have any questions or require further assistance, please contact us at (805) 656-6074.

Respectfully Submitted,
NV5 WEST, Inc.



Shaun Simon, PG, CEG, RCE 82610
Engineering Manager



Scott Moors, PG, CEG, CHg
Vice President

2017 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.

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 over 8 hours on the 7th consecutive 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 agrees to notify the Laboratory, in writing, of any requirement for payment of California Prevailing Wages or other predetermined contract wage condition. Client agrees to indemnify NV5 against all costs related Client's failure to notify Lab 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		<u>Standard</u>
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		<u>Prevailing Wage</u> <u>Standard</u>
Special (Deputy) Inspector (Concrete, P/T Concrete, Masonry, Structural Steel, Fireproofing, Pile Driving)	\$100	\$86
Public Works Inspector	\$110	\$98
Roofing/Waterproofing Inspector	\$100	\$92
Concrete/Asphalt Batch Plant Inspection	\$100	\$88
Technician* (Soil/Asphalt/Special Testing)	\$100	\$88
Nondestructive Exam/Testing (UT/Mag Part./Dye Pen.)	\$100	\$90
C. DSA / OSPHD Inspection & Testing		<u>Prevailing Wage / Standard</u>
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		<u>Standard</u>
Sample Pickup/Delivery (>25mi. radius of Lab) - plus applicable unit price		\$60/hr
Saturday Pickup (hourly, 4 hr minimum, plus mileage)		\$90 /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	<u>Prevailing Wage</u>	<u>Standard</u>
Laboratory Technician		\$90/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	<u>Rate</u>
1. Air Meter (Concrete)	\$45/day
2. Calibrated Ram (Pull test)	\$95/day
3. Ceiling Wire Dead-Weight Equip.	\$160/day
4. Concrete Relative Humidity Meter	\$265/day
5. Concrete Slab Moisture Emission Kit	\$55/ea
6. Floor Flatness (plus labor - 4hr min)	\$575/day
7. Generator	\$65/day
8. Ground Penetrating Radar (GPR) - (plus labor - 4 hr min)	\$400/dy
9. Magnetic Particle Equipment & Consumables	\$50/day
10. Nuclear Gauge	\$25/day
11. Pachometer (Rebar) Survey Equipment	\$95/day
12. Schmidt Hammer	\$65/day
13. Skidmore Wilhelm, per day	\$195/day
14. Torque Wrench (Large), per day	\$55/day
15. Torque Wrench (Small), per day	\$15/day
16. Ultrasonic Equipment & Consumables	\$60/day

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
5. Traffic Control		Per Quote

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 ^E	\$ 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. Masonry Prism Pickup (ea.)	\$ 45
9. Masonry Unit Acceptance Test – ASTM C140 ^D (includes absorption, compression, dimensions, unit weight)	\$ 585
10. Compression test, grout specimens	\$ 30
11. Compression test, mortar specimens	\$ 30
12. Diamond sawing of masonry specimens, if required (minimum)	\$ 30
13. Efflorescence, first unit @ \$125, each additional @	\$ 54
14. Linear shrinkage, masonry unit, 3 required – ASTM C426 ^E	\$ 98
15. Modulus of rupture, brick, 5 required – ASTM C67 ^D	\$ 42
16. Moisture content - masonry unit (as received), 3 req'd – ASTM C140 ^D	\$ 42
17. Shear test on masonry core – CBC 2105A.4 ^B	\$ 105
18. Tensile test on masonry block	\$ 190
19. Unit weight, masonry unit, 3 required – ASTM C140 ^D	\$ 45
20. 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. ^E	\$3,700
14. Mix proportion - HVEEM Method ^D	\$2,700
with R.A.P. ^E	\$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

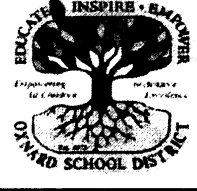
WORK AUTHORIZATION PROCEDURES

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

	<u>WORK AUTHORIZATION LETTER (WAL)</u>	
	GENERAL INFORMATION	
	PROJECT #:	DATE:
	SITE NAME:	DSA #:
	MASTER AGREEMENT #:	OPSC #:
WAL #:	VENDOR ID:	
PURSUANT TO MASTER AGREEMENT BETWEEN:		
DISTRICT	CONSULTANT	
OXNARD SCHOOL DISTRICT 1051 South A. St. Oxnard , CA 93030 (805) 385-1501	Firm Name: Street: City, State, Zip: Phone:	
SCOPE OF SERVICES TO BE PERFORMED UNDER THIS WAL		
(ATTACH ADD'L PAGES AS NECESSARY)		
SCHEDULE OF SERVICES TO BE PERFORMED UNDER THIS WAL		
START DATE:		COMPLETION DATE:
FIXED FEE AMOUNT: _____		
<p><i>This fee amount is based upon Consultant's proposal dated _____, and subsequent negotiations mutually agreed to by all parties.</i></p> <p><i>This WAL is inherently a part of the Master Agreement indicated above. It is bound by the general terms and conditions of the Master Agreement. This WAL describes in detail the Consultants specific scope of Services, agreed upon lump sum fixed fee, agreed upon schedule for completion of Services, and other provisions required to clearly indicate the required Services, and terms of this WAL.</i></p> <p><i>This WAL and associated Master Agreement hereby supersede any and all terms, conditions, and other provisions of the Consultant's proposal, and such terms, conditions, and other provisions are null and void and are not incorporated to any extent as part of this WAL and associated Master Agreement whether or not they are directly superseded by this WAL and/or the associated Master Agreement.</i></p>		
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 #13-154

EXHIBIT B
TO AGREEMENT FOR CONSULTANT SERVICES #13-154

COMPENSATION & RATE/FEE SCHEDULE

I. The following rates of pay shall apply in the performance of the Services under this Agreement and the WAL:

MATERIALS TESTING & SPECIAL INSPECTIONS FEE SCHEDULE

I. PROFESSIONAL, TECHNICAL, & SUPPORT STAFF

(Hourly rates unless otherwise indicated. Charges are portal-to-portal from/to BTC Labs)

A. Professional Staff		Standard
Principal Engineer/Geologist/Consultant		\$180
Senior Engineer/Geologist/Consultant (PE, CEG)		\$155
Project Engineer/Geologist/Consultant/Manager		\$130
Staff Engineer/Geologist/Consultant		\$105
B. Field Sampling, Inspection & Testing		Standard
Special (Deputy) Inspector	Prevailing Wage	\$78
<i>(Concrete, P/T Concrete, Masonry, Welding, Bolting, Fireproofing)</i>		
Concrete/Asphalt Batch Plant Inspection	\$86	\$78
ACI Concrete Technician	\$86	\$74
Senior Technician* <i>(Soil/Asphalt/Special Testing)</i>	\$88	\$78
Mechanical/Electrical Inspector	\$92	\$90
Roofing/Waterproofing Inspector	\$95	\$85
Nondestructive Exam/Testing (UT/Mag Part./Dye Pen.)	\$92	\$84
Trip Charge (within 25 radius of Lab; if >25 mi. hourly + mileage)		\$30

* Services such as: density by nuclear gauge, Schmidt Hammer readings, pachometer survey, torque tests and pull tests are performed by Senior Technicians

C. DSA / OSPIID Inspection & Testing		Prevailing Wage / Standard
Project Inspector / IOR, DSA Class I		\$110
Project Inspector / IOR, DSA Class II/III		\$95
DSA Masonry / Shotcrete Inspection		\$90
DSA Form 5 (Inspector Qualifications)		\$45 ea.
Special Inspection Verified Report (SIVR/VR)		\$185 (min.) ea.
Laboratory / Geotechnical Verified Report		\$385 (min.) ea.

D. Sample Pickup & Delivery, Mileage		Prevailing Wage	Standard
Sample Pickup (<25mi. radius of Lab) – plus applicable unit price		\$55/hr	
Field Equipment & Supply Delivery (1 hr min)		\$55/hr	
Saturday Pickup (hourly, 4 hr minimum, plus mileage)		\$75/hr	
Mileage – Field Vehicle (\$30/day minimum charge)		\$0.60/mi	
Mileage – Coring Truck		\$0.70/mi	

See Unit Prices for pickup charges of cylinders, prisms, panels, etc.

E. Support Staff & Special Services

	Prevailing Wage	Standard
Laboratory Technician		\$85
File Search, Reissue of Report		\$45 (min.)
Certified Payroll Admin. (0.5 hr min./wk)		\$80
Court Appearance and Depositions (4 hr min)		\$295
Drafting/CADD		\$70
Clerical		\$60

II. MATERIALS AND EQUIPMENT

A. Equipment	Rate
1. Air Meter (Concrete)	\$45/day
2. Calibrated Ram (Pull test)	\$75/day
3. Ceiling Wire Dead-Weight Equip.	\$110/day
4. Concrete Relative Humidity Meter	\$265/day
5. Concrete Slab Moisture Emission Kit	\$55/ea
6. Floor Flatness (plus labor – 4hr min)	\$550/day
7. Generator	\$65/day
8. Ground Penetrating Radar (GPR) – (plus labor – 4 hr min)	\$385/day
9. Magnetic Particle Equipment & Consumables	\$50/day
10. Nuclear Gauge	\$25/day
11. Pachometer (Rebar) Survey Equipment	\$85/day
12. Schmidt Hammer	\$35/day
13. Skidmore Wilhelm, per day	\$75/day
14. Torque Wrench (Large), per day	\$50/day
15. Torque Wrench (Small), per day	\$15/day
16. Ultrasonic Equipment & Consumables	\$60/day
17. Vehicle – Field Truck	\$55/day
B Diamond Coring (min. charge – field time w/travel + 1 hr. mob./demob.)	
1. Machine, truck & 1 operator (accessible flatwork only)	\$190/hr \$150/hr.
2. Machine, truck, operator and helper	\$275/hr 215/hr.
3. Coring Bit Charge	\$2/inch
4. Coring truck mileage (portal to portal)	\$0.70/mi
5. Traffic Control	Per Quote

Not Project Related

Project #13-154

III. LAB TESTS: AGGREGATE & SOIL

A Soils - Geotechnical

1. Atterberg Limits (LL and PL) - ASTM D4318, CTM 204	\$ 142
2. Consolidation (Incremental Loading) - ASTM D2435	\$ 315
3. Direct Shear, remolded sample - ASTM D3080	\$ 285
4. Direct Shear, undisturbed (ring) sample - ASTM D3080	\$ 235
5. Expansion Index - ASTM D4829	\$ 158
6. Hydrometer analysis (without specific gravity) - ASTM D422	\$ 132
7. Permeability, Constant Head - remolded - ASTM D2434, CT 220	\$ 360
8. pH (soil) - ASTM D4972	\$ 35
9. Resistivity - ASTM G57	\$ 60
10. Resistivity (Minimum), includes pH - CTM 643	\$ 155
11. Soil Cement - Moist.-Dens. or Sample Prep set of 3 - ASTM D558	\$ 240
12. Soil Cement - Wet-Dry Durability - ASTM D559	\$ 1100
13. Soil Cement - Compressive Strength - ASTM D1633	\$ 60
14. Soil Classification - ASTM D2488 - Visual-Manual	\$ 24
15. Soluble Chloride (soils)	\$ 75
16. Soluble Sulfate (soils)	\$ 75
17. Unconfined compression on prepared specimens	\$ 95

B Particle Size Analysis

18. Sand equivalent (ASTM 2419, CTM 217)	\$ 110
19. Sieve #200 wash only (ASTM D1140, CTM 202)	\$ 65
20. Sieve (coarse or fine only, no wash - ASTM C136, CTM 202)	\$ 85
21. Sieve (coarse & fine w/ wash - ASTM C136, CTM 202)	\$ 105
22. Sieve w/ Hydrometer (ASTM D422, CTM 203, no specific grav.)	\$ 165

C Moisture Density Relationship

23. Max. Density-Opt. Moisture (4 in. mold) - ASTM D1557, D698	\$ 175
24. Max. Density-Opt. Moisture (6 in. mold) - ASTM D1557, D698	\$ 195
25. Max. Density-Opt. Moist. w/ Rock Corr. - ASTM D1557, D4718	\$ 295
26. Maximum Density Checkpoint (4 in. mold)	\$ 65
27. Moisture & Dry Density (ring samples)	\$ 20
28. Moisture determination (aggregate samples)	\$ 35
29. Caltrans Relative Compaction (Wet Density) - CTM 216	\$ 225

D Aggregate, Soil & Rock

30. Abrasion Resistance by LA Rattler - ASTM C131, CTM 211	\$ 165
31. Absorption, sand or gravel - ASTM C127, C128	\$ 60
32. California bearing ratio (CBR) with expansion - ASTM D1883	\$ 365
33. California bearing ratio (CBR) at 95% (3 points) - ASTM D1883	\$ 585
34. Cement Treated Base (CTB), compact, cure & test	\$ 225
35. Cement Treated Base - compression (make, cure, test 3 spec)	\$ 565
36. Cement Treated Base - stability	\$ 525
37. Clay lumps and friable particles, per primary size - ASTM C142	\$ 115
38. Cleanness Test - CTM 227	\$ 128
39. Crushed particles, per primary size	\$ 165
40. Durability Index (\$120 per size fraction) - CTM 229	\$ 215
41. Fine Aggregate Angularity - AASHTO T304	\$ 175
42. Flat & Elongated Particles (per bin size) - ASTM D4791	\$ 190
43. Lightweight pieces, per size fraction - ASTM C123	\$ 400
44. Lime content of treated materials (by titration)	
a. Lime content curve determination, for each material	\$ 395
b. Lime content, including untreated control sample	\$ 145
45. Mortar making properties of Sand - ASTM C87	\$ 360
46. Mortar Properties - CTM 515	\$ 410
47. Organic Impurities - ASTM C40	\$ 75
48. Petrographic Analysis of Gravel - ASTM C295 (single grading)	\$ 450
49. Petrographic Analysis of WC Sand - ASTM C295 (pre-graded)	\$ 850
50. Potential Reactivity Test - ASTM C289 Chemical Method	\$ 495
51. Potential Reactivity - ASTM C227 Mortar Bar Method (3 month)	\$ 785
Each additional month	\$ 118
52. Potential Reactivity Test - ASTM C1260 Rapid Method	\$ 589
53. Potential Reactivity - ASTM C1293 Mortar Bar w/ Pozz. (12 month)	\$ 1600
Extend to 24-months add (C1293 requires Sp. Grav. & Unit Weight)	\$ 800
54. Potential Reactivity Test - ASTM C1567 Rapid-Cement Combo	\$ 760
55. 'R' Value (HVEEM) (Treated material by quote)	\$ 270
56. Rip Rap, Slope Protection, Quarry Stone Acceptance	Per Quote
57. Specific gravity w/ absorption - coarse (ASTM C127, CTM 206)	\$ 100
58. Specific gravity w/ absorption - fine (ASTM C128, CTM 207)	\$ 125
59. Sulfate Soundness, 5 cycle test per primary size - ASTM C88	\$ 325
60. Uncompacted Void Content of Fine Aggregate - AASHTO T304	\$ 145
61. Unit weight - ASTM C29	\$ 72

IV. LAB TESTS: CEMENT, CONCRETE, & MASONRY

A Cement

1. Alkali content of Portland Cement	Per Quote
2. Grab sample (CCR Title 24) includes 1 year storage	\$ 48
3. Testing individual samples of cement, ASTM C150	Per Quote

B Concrete

1. Cement content of hardened concrete - ASTM 1085	\$ 550
2. Concrete compression: 6x12 cylinders - ASTM C39:	\$ 25
3. Concrete compression: 4x8 cylinders - ASTM C39:	\$ 20
4. Concrete cylinder pickup: 6x12 (>25mi. radius of Lab add hourly pickup rate)	\$ 9.50
5. Concrete cylinder pickup: 4x8 (>25mi. radius of Lab add hourly pickup rate)	\$ 7.50
6. Concrete cylinder mold (w/ lid - spare)	\$ 5
7. Concrete core compression test - ASTM C42	\$ 35
8. Concrete Trial Batch (includes 6 compression tests)	\$765
9. Concrete Mix Design Review (excludes testing & revisions)	\$230
10. Concrete mix proportion revision	\$150
11. Density of concrete cylinder (unit weight)	\$64
12. Drying shrinkage - ASTM C157 (set of 3, 5 ages)	\$495
13. End preparation of cores, diamond sawing, per cut	\$15
14. Flexural beam pick-up (>25mi. radius of Lab add hourly pickup rate)	\$38 ea
15. Flexural strength, 6"x6" beam - ASTM C78 & C293	\$78
16. Shotcrete/Gunite core compression test (not including coring)	\$35
17. Coring of Shotcrete/Gunite panel in laboratory, each core	\$50
18. Shotcrete/Gunite panel pick-up (>25mi. radius of Lab add hourly pickup rate)	\$38
19. Lab. trial batch, not including specimen tests - ASTM C192	Per Quote
20. Lightweight, insulating concrete compress, 4 req. - ASTM C495	\$50
21. Lightweight insulating concrete unit weight (oven dry)	\$95
22. Modulus of elasticity, 6"x12" cylinder - ASTM C469	\$215
23. Petrographic analysis of hardened concrete - ASTM C856	Per Quote
24. Poisson's Ratio on 6"x12" cylinders - ASTM C469	Per Quote
25. Splitting tensile - ASTM C496	\$75
26. Non-Shrink (Dry-Pack) Grout - 2"x2"x2"; set of 3	\$96

C Masonry

1. Absorption - brick, 5 required - ASTM C67	\$ 75
2. Absorption - masonry unit, 3 required - ASTM C140	\$ 45
3. Compressive strength, brick, 5 required - ASTM C67	\$ 45
4. Compression - masonry core	\$ 35
5. Compression - masonry prisms 8"x 8" - ASTM E447 (other sizes by quote - may require cutting charge)	\$ 145
6. Compression - masonry unit, 3 required - ASTM C140 (requires absorption/unit weight tests for Net Area)	\$ 65
7. Dimensions - masonry unit, 3 required	\$ 40
8. Masonry Prism Pickup	\$ 29
9. Masonry Unit Acceptance Test - ASTM C140 (includes absorption, compression, dimensions, unit weight)	\$ 585
10. Compression test, grout specimens	\$ 30
11. Compression test, mortar specimens	\$ 25
12. Diamond sawing of masonry specimens, if required (minimum)	\$ 24
13. Efflorescence, first unit @ \$125, each additional @	\$ 54
14. Linear shrinkage, masonry unit, 3 required - ASTM C426	\$ 98
15. Modulus of rupture, brick, 5 required - ASTM C67	\$ 42
16. Moisture content - masonry unit (as received), 3 req'd - ASTM C140	\$ 42
17. Shear test on masonry core - CBC 2105A.4	\$ 85
18. Tensile test on masonry block	\$ 190
19. Unit weight, masonry unit, 3 required - ASTM C140	\$ 45
20. Visual Examination & Photo-document Core - CBC 2105A.4	\$ 35

V. LAB TESTS: REINFORCING & STRUCTURAL STEEL

A General Testing

1. Processing mill certification (each size & heat)	\$18 ea.
2. Rockwell or Brinell Hardness, average of three readings	\$24 ea.
3. Zinc coating, each item (includes Haz Mat Fee)	\$187

B Reinforcing Steel

1. Deformation, reinforcing steel	\$40
2. Pre-stress, strand or wire, tensile & elongation	Per Quote
3. Proof test on post-tension assembly	Per Quote
4. Bend Test (rebar)	\$45
5. Tensile test (rebar), up to & including #8	\$45
6. Tensile test (rebar) #9, #10, #11	\$60
7. Tensile test (rebar) #14, #18	\$160
8. Rebar Mechanical Coupler (Tension) Test (up to #11 bar)	\$125

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C. Structural Steel

1. Cutting & machining charges	cost + 15%
2. Bend test, structural, all sizes	\$55
3. Tensile test, structural, <3/4" cross-section (cutting & machining extra)*	\$75
4. Tensile test, structural, >3/4" cross-section (cutting & machining extra)*	\$95
5. Flattening test of pipe	\$42

*Tensile and yield by percent offset, add \$85

D. High Strength Bolts

1. DSA-Certified High Strength Bolt Set ea. (Bolt, Nut, & Washer)	\$ 335
2. Bolts - proof load (non-DSA)	\$ 45
Bolts - ultimate load	\$ 65
Bolts - hardness	\$ 35
3. Nuts - proof load	\$ 45
Nuts - hardness	\$ 35
4. Washers - hardness	\$ 35

F. Welding Procedure and Welder Qualification Tests

<i>Coupon thickness (mild steel only)</i>		<i>to 3/8"</i>	<i>over 3/8"</i>
1. Fracture bend (fillet)		\$45	
2. Macroetch	\$55 ea.		
3. Free bend		\$65	
4. Nick break	\$45 ea.	\$35	
5. Side, face or root bend	\$28 ea.	\$35	
6. Tensile	\$40 ea.	\$50	
7. Welder Qualification Records		\$115	

Includes evaluation of test specimens and preparation of Stamped

Welder/Procedure Qualification Records per applicable code

**Welder qualification examinations are given in our laboratory or at fabricator's shop with 4-hour minimum witnessing charge.*

***Fees listed are for tests only. Sample preparation, coupon machining, etc., will be charged at applicable hourly lab rates and cost plus 15%, for Outside Direct Costs.*

VI. MISCELLANEOUS CONSTRUCTION MATERIALS TESTS

1. Calibration Certificates	Per Quote
2. Density of Sprayed Fireproofing	\$70
3. Fireproofing Bond Pull Test	\$38
4. Roof Tile Strength	\$54
5. Roof Tile Absorption	\$38
6. Roof Cut Tests (total weight only)	\$57
7. Ply count, separation, bituminous content, etc.	Per Quote
8. Jobsite Trailer or Mobile Laboratory	Per Quote
9. Universal Testing Machine (Hourly)	\$150
10. Ground Rod Test (plus travel)	\$150

ADDITIONAL TESTS: BTC LABS and NV5 perform a broad spectrum of field and laboratory testing. This Fee Schedule list only the most common tests performed. For information regarding additional testing services, please contact our laboratory.

VII. ASPHALT & ASPHALTIC CONCRETE

A. Asphalt Pavement Engineering

1. CALTRANS Third Party Resolution Documentation Fee	\$350
2. Pavement Evaluations	\$425 (minimum)

B. Asphaltic Cements And Liquid Asphalts

1. Absolute viscosity @140°F - ASTM D-2171, AASHTO T-202	\$155
Other temperature	\$185
2. Cone penetration - ASTM D-217	\$125
3. Flash point Cleveland Open Cup - ASTM D-92, AASHTO T-48	\$125
4. Kinematic viscosity @140 or 275°F - D-2170, T-201	\$125
Other temperature	\$155
5. Penetration - ASTM D-5, AASHTO T-49 (at 77°F)	\$115
Other temperature	\$135
6. Softening point - ASTM D-36	\$125
7. Solubility in trichloroethylene - ASTM D2042, AASHTO T-44	\$185
8. Specific gravity - ASTM D-70, AASHTO T-228	\$125

C. Emulsions And Slurry Seals

1. Cement mixing - ASTM D-244, AASHTO T-59	\$105
2. Consistency test - ASTM D-3910	\$95
3. Demulsibility - ASTM D-244, AASHTO T-59	\$115
4. Miscibility - ASTM D-244	\$115
5. Particle charge - ASTM D-244, AASHTO T-59	\$75
6. pH determination	\$75
7. Oven cook off (% residue)	\$100
8. Set time - ASTM D-3910	\$85
9. Settlement, 5 or 7 day - ASTM D-244, AASHTO T-59	\$155
10. Slurry seal mix proportion	\$1,750
11. Solids content by evaporation and extraction (slurry)	\$205
12. Storage stability, 1 day - ASTM D-244	\$150
13. Functional Recovery	\$125
14. Wet Track Abrasion - ASTM D-3910 (prep. not included)	\$270

D. Asphaltic Concrete, Aggregate And Mixes

1. Bulk Specific Gravity (max density, bulk AC) CTM 308, AASHTO T166	
3 pt. LTMD	\$210
5 pt. LTMD	\$325
2. Coring of asphaltic concrete - See Section E Diamond Coring	
3. Extraction, % bitumen and sieve analysis	
Solvent Extraction Method - ASTM D2172	\$325
Ignition Oven Method - CTM 382, 202	\$225
4. Extraction, % bitumen only	
Solvent Extraction Method - ASTM 2172	\$265
Ignition Oven Method - CTM 382	\$145
5. Film stripping - CTM 302	\$165
6. Ignition Oven Correction Factor - CTM 382	\$650
7. Marshall - Stability and flow (core) - ASTM D-1559	\$125
8. Marshall - Stability and flow (bulk) - ASTM D-1559	\$325
9. Marshall - Specific Gravity	\$225
10. Mix proportion - Marshall Method	\$2,900
with R.A.P.	\$3,700
11. Mix proportion - HVEEM Method	\$2,700
with R.A.P.	\$3,500
12. Theoretical Maximum Specific Gravity (RICE) - ASTM D-2041	\$200
13. Moisture content - ASTM D-1461	\$115
14. Recovery of Extracted Asphalt (extraction only) - ASTM D-5404	\$250
15. Recovery of rubber from ARHM extraction	\$115
16. Specific gravity of core - ASTM D-2726	\$60
17. HVEEM Stabilometer test on premixed sample - CTM 366	\$185
Stabilometer test and mixing of sample	\$400
18. Surface abrasion CTM 360	\$445
19. Swell test in conjunction with stabilometer - CTM 305	\$115
20. Resistance to Moisture Induced Damage (untreated) - T-283, CT 371	\$1,700
21. Resistance to Moisture Induced Damage (lime) - T-283, CT 371	\$1,850
22. Viscosity curve for ARHM (% rubber) binder blend - 6 hr.	\$870
- 8 hr.	\$1,200

NOTE: Where prices are listed for mix proportions, the necessary specific gravity tests and sieve analyses are included; however, aggregate and asphalt qualification tests are not.

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II. Consultant may utilize subcontractors as permitted in the Agreement and the WAL. The hourly rate for any subcontractor shall be consistent with the rate and fee schedule indicated in Section I above, unless other direction is provided with written authorization from District Superintendent or his/her designee.

III. Claims for reimbursable expenses shall be documented by appropriate invoices and supporting receipts. Consultant may be reimbursed for those reasonable out-of-pocket expenses set forth below that are incurred and paid for by Consultant beyond the typical obligations under this Agreement and the WAL, but only to the extent that such expenses are directly related to Services satisfactorily completed, are approved by District in writing and do not cause the amounts paid to Consultant to exceed the amounts allowed under this Agreement and the WAL. No mark-up of any expense is permitted. The following is the EXCLUSIVE list of reimbursable expenses:

A. Travel and Mileage. Consultant must request the travel in writing and justify why the travel should be reimbursed. Travel expenses must be approved in writing by District, in its sole discretion. Trips from any Consultant's office to District's office or to the subject project site will not be approved for reimbursement.

B. Reimbursable Reprographic Services. Print sets or copies requested in writing by District beyond the quantities required under the WAL.

C. Fees for Subcontractors. Fees for subcontractors hired and paid by Consultant at the written request of District and are permitted in the Agreement and the WAL.

D. Fees advanced for securing approval of public agencies having jurisdiction over any project hereunder.

IV. Consultant shall provide to District a complete Schedule of Values (SOV), identifying major work activities required to complete the authorized scope of work. All invoices must reflect the appropriate progress percentage for each SOV item billed, to be verified by District. District will compensate Consultant for the Services performed upon approval by District of a valid and complete invoice, in form and substance acceptable to District. See Exhibit G for required Invoice Approval Form and Billing Cover Sheet. The Billing Cover Sheet shall reflect the approved SOV. In connection with Services that are only partially completed at the time an invoice is paid, notwithstanding any provision of the Agreement, the WAL, or any other document, payment of the invoice does not constitute acceptance of the partially completed work or Service. Each invoice is to include:

A. Billing Cover Sheet/SOV with all appropriate progress percentages identified toward completion of the Services.

B. Acceptable back-up for billings shall include, but not be limited to:

- a. Records for all personnel describing the work performed, the number of hours worked, and the hourly rate, for all time charged to the Services.**
- b. Records for all supplies, materials and equipment properly charged to the Services.**
- c. Records for all travel pre-approved by District and properly charged to the Services.**
- d. Records for all subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.**

Unless otherwise directed by District, in writing, completed invoices are to be submitted to the attention of the Director of Purchasing and the Assistant Superintendent, Business and Fiscal Services. To be considered complete, the invoice packet shall include all back-up documentation required by District and sign-off from District staff, Program Manager or project manager assigned by District to supervise the Services.

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V. The total compensation for the Services shall be provided for in the WAL(s) issued subsequent to this Agreement.

VI. Compensation Upon Termination. In the event that District suspends or terminates this Agreement, the WAL or any of the Services pursuant to Section 11 or Section 12a of the Agreement, District will pay Consultant as provided herein and the WAL for all Services and authorized Additional Work actually performed, and all authorized reimbursable expenses actually incurred and paid, under and in accordance with this Agreement and the WAL, up to and including the date of suspension or termination; provided that such payments shall not exceed the amounts specified in the Agreement and the WAL as compensation for the Services completed, plus any authorized Additional Work and authorized reimbursable expenses completed prior to suspension or termination. No payment for demobilization shall be paid unless District at its sole discretion determines that demobilization or other compensation is appropriate. After a notice of termination is given, Consultant shall submit to District a final claim for payment, in the form and with certifications prescribed by District. Such claim shall be submitted promptly, but in no event later than forty (40) calendar days after the Termination Date specified on the notice of termination. Such payment shall be Consultant's sole and exclusive compensation and District shall have no liability to Consultant for any other compensation or damages, including without limitation, anticipated profit, prospective losses, legal fees or costs associated with legal representation or consequential damages, of any kind.

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EXHIBIT C
TO AGREEMENT FOR CONSULTANT SERVICES #13-154

INSURANCE

I. **Insurance Requirements.** Consultant shall provide and maintain insurance, acceptable to District Superintendent or District Counsel, in full force and effect throughout the Term of this Agreement and the WAL, against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by Consultant, its agents, subcontractors, representatives and/or employees. Insurance is to be placed with insurers authorized to conduct business in the State of California and with a current A.M. Best's rating of no less than A, as rated by the current edition of Best's Key Rating Guide, published by A.M. Best Company, Oldwick, New Jersey 08858. Consultant shall provide the following scope and limits of insurance:

A. **Minimum Scope of Insurance.** Coverage shall be at least as broad as:

- (1) Commercial General Liability coverage of not less than two million dollars (\$2,000,000) aggregate and one million dollars (\$1,000,000) per occurrence.
- (2) Auto liability insurance with limits of not less than one million dollars (\$1,000,000).
- (3) Insurance coverage should include:
 - 1. owned, non-owned and hired vehicles;
 - 2. blanket contractual;
 - 3. broad form property damage;
 - 4. products/completed operations; and
 - 5. personal injury.
- (4) Workers' Compensation insurance as required by the laws of the State of California.
- (5) Abuse and Molestation coverage of not less than two million dollars (\$2,000,000) per occurrence and five million dollars (\$5,000,000) aggregate.
- (6) Professional liability (Errors and Omissions) insurance, including contractual liability, as appropriate to the Consultant's profession, in an amount of not less than the following:

Accountants, Attorneys, Education Consultants, Nurses, Therapists	\$1,000,000
Architects	\$1,000,000 or \$2,000,000
Physicians and Medical Corporations	\$5,000,000

Failure to maintain professional liability insurance is a material breach of this Agreement and the WAL and grounds for immediate termination

II. **Other Provisions.** Insurance policies required by this Agreement shall contain the following provisions:

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A. All Policies. Each insurance policy required by this Agreement shall be endorsed and state the coverage shall not be suspended, voided, cancelled by the insurer or either Party to this Agreement, reduced in coverage or in limits except after 30 days' prior written notice by Certified mail, return receipt requested, has been given to District

B. General Liability, Automobile Liability, and Abuse/Molestation Coverages.

(1) District, and its respective elected and appointed officers, officials, employees and volunteers are to be covered as additional insureds (collectively, "additional insureds") as respects the following: liability arising out of activities and/or Services Consultant performs; products and completed operations of Consultant; premises owned, occupied or used by Consultant; automobiles owned, leased, hired or borrowed by Consultant, and Abuse/Molestation. The coverage shall contain no special limitations on the scope of protection afforded to additional insureds.

(2) Each policy shall state that the coverage provided is primary and any insurance carried by any additional insured is in excess to and non-contributory with Consultant's insurance.

(3) Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

(4) Any failure to comply with the reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to any additional insured.

III. Other Requirements. Consultant agrees to deposit with District, at or before the effective date of this Agreement and the WAL, certificates of insurance necessary to satisfy District that the insurance provisions of this Agreement have been complied with. District may require that Consultant furnish District with copies of original endorsements effecting coverage required by this section. The certificates and endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. District reserves the right to inspect complete, certified copies of all required insurance policies, at any time.

A. If any Services are performed by a subcontractor, Consultant shall furnish certificates and endorsements from each subcontractor identical to those Consultant provides.

B. Any deductibles or self-insured retentions must be declared to and approved by District. At the option of District, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects District or its respective elected or appointed officers, officials, employees and volunteers or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration, defense expenses and claims.

C. The procuring of any required policy or policies of insurance shall not be construed to limit Consultant's liability hereunder nor to fulfill the indemnification provisions and requirements of this Agreement.

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EXHIBIT D
TO AGREEMENT FOR CONSULTANT SERVICES #13-154

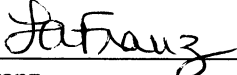
CONFLICT OF INTEREST CHECK

Bylaws of the Board 2030(C)E requires that the Superintendent or a designee make a determination, on a case by case basis, concerning whether disclosure will be required from a consultant to comply with District's Conflict of Interest Code (commencing with Bylaws of the Board 2030 BB).

Consultants are required to file disclosures when, pursuant to a contract with District, Consultant will make certain specified government decisions or will perform the same or substantially the same duties for District as a staff person would.

The services to be performed by Consultant under the Agreement to which this Exhibit D is attached constitute do not constitute governmental decisions or staff services within the meaning of the Conflict of Interest Code. Therefore, Consultant, is is not subject to disclosure obligations.

Date: 11-20-13

By: 
Lisa A. Franz
Director, Purchasing

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**EXHIBIT “E”
TO AGREEMENT FOR CONSULTANT SERVICES #13-154**

**BACKGROUND CHECK AND FINGERPRINTING PROCEDURES
FOR CONTRACTORS**

The successful Bidder will be required to assure that its employees, subcontractors of any tier, material suppliers, and consultants do not have direct contact with the District’s students during the performance of the Contract in compliance with Education Code §§ 45125.1 and 45125.2. To assure these provisions, the successful Bidder’s supervisor shall be fingerprinted, and proof of same shall be provided to the District prior to start of on-site work. The supervisor will monitor the workers’ conduct while on school grounds. In addition, the successful Bidder shall barricade the Work area to separate its workers from the students. Costs associated with this process are the responsibility of the successful Bidder.

The Contractors’ construction supervisors or their unsupervised employees who will be working outside of fenced areas during the school hours **must** have submitted a fingerprint identification card to the Department of Justice (DOJ) and have a proof of clearance in the form of an affidavit filed in the Oxnard School District’s Purchasing Office **prior to** the start of the Work.

California Education Code §§45125.1 and 45125.2 require that criminal checks be completed for contractors (Contracting Firm) who provide architectural, construction, janitorial, administrative, landscape, transportation, food-related, or other similar services to school districts.

The undersigned does hereby certify to the Board of Trustees of the Oxnard School District as follows:

That I am a representative of the Contractor currently under contract (“Contract”) with the District; that I am familiar with the facts herein certified, and am authorized and qualified to execute this certificate on behalf of Contractor.

Contractor certifies that it has taken the following actions with respect to the construction Project that is the subject of the Contract:

1. Pursuant to Education Code §45125.2, Contractor has installed or will install, prior to commencement of Work, a physical barrier at the Work Site, which will limit contact between Contractor’s employees and District pupils at all times (mandatory for all Projects); AND
2. The Contractor has complied with the fingerprinting requirements of Education Code §45125.1 with respect to all Contractor’s employees and all of its subcontractors’ employees who may have contact with District pupils in the course of providing services pursuant to the Contract, and the California Department of Justice has determined that none of those employees has been convicted of a felony, as that term is defined in Education Code §45122.1. A complete and accurate list of Contractor’s employees and of all its subcontractors’ employees who may come in contact with District pupils during the course and scope of the Contract is attached hereto; AND/OR

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3. Pursuant to Education Code §45125.2, Contractor certifies that all employees will be under the continual supervision of, and monitored by, an employee of the Contractor who the California Department of Justice has ascertained has not been convicted of a violent or serious felony. The name and title of each employee who will be supervising Contractor's employees and its subcontractors' employees is:

Name: Scott Moors

Title: President

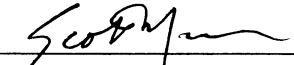
AND/OR

4. The Work on the Contract is at an unoccupied school site and no employee and/or subcontractor or supplier of any tier of Contract shall come in contact with District pupils.

Contractor's responsibility for background clearance extends to all of its employees, Subcontractors, and employees of Subcontractors coming into contact with District pupils regardless of whether they are designated as employees or acting as independent contractors of the Contractor.

Date: 10-30-2013

Proper Name of Contractor: BTC LABS - Vertical Five

Signature: 

By: Scott Moors

Its: _____

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**EXHIBIT “F”
TO AGREEMENT FOR CONSULTANT SERVICES #13-154**

SCOPE OF SERVICES – Materials Testing Laboratory & Special Inspections

The Materials Testing Laboratory & Special Inspector’s Scope of Work includes, but is not limited to, the following:

Consultant shall ensure that the materials, means, and methods utilized in the field are in accordance with DSA approved design documents and Title 24 and its referenced standards. Consultant shall be responsible for verifying that such materials are manufactured, fabricated, assembled, and constructed in accordance with the approved design.

1. Qualifications and Special Inspection Services:

- a. The geotechnical portions of this project shall be performed under the direction of a Geotechnical Engineer, which shall be the Geotechnical Engineer of Record for the geotechnical portions of this project shall be performed under the direction of a Geotechnical Engineer, which shall be the Geotechnical Engineer of Record for the project. A technician with a nuclear gauge shall perform density and moisture testing in the field during grading, utility trench backfilling, and pavement operations utilizing ASTM D2922, D3017, and ASTM D1556 methods. Laboratory maximum density and optimum moisture determination shall be performed in accordance with ASTM D1557 or D698. Asphalt pavement placement and testing shall be performed in accordance with Caltrans methods.

2. General Scope of Services:

- a. Perform a site reconnaissance, review the geotechnical engineering report for the Project, review the drawings, and prepare a transfer of geotechnical engineer of record responsibility letter.
- b. Project management, consultation during construction, and preparation of daily field, foundation excavation observation, and final grading reports.
- c. Ensure that soils conditions are in conformance to soils report.
- d. Foundation inspection.
- e. Caisson, drilled piers or driven piles inspection.
- f. As-graded soils reports.
- g. Observations and testing during site clearing and mass grading.
- h. Observing the foundations excavations for structures.
- i. Observation and testing during backfilling of utility trenches.
- j. Observation and testing during backfilling around retaining walls.
- k. Observation and testing during subgrade preparation and base rock placement in asphalt paved areas.
- l. Observation and testing during asphalt concrete placement.

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m. Perform the Sampling and Testing of Materials and Testing of Work-in-Place as may be required by the DSA Testing and Inspection Listing, and as required by the DISTRICT. The Testing shall be performed in accordance with ASTM test methods and California test methods as appropriate. All Laboratory testing shall be accomplished in a DSA-certified laboratory. The required testing and special inspection shall include, but not be limited to:

i. Soil, Aggregate & Asphalt

- Maximum Dry Density
- Expansion Index (ASTM D4318)
- R-Value
- Sand Equivalent
- Sieve Analysis (ASTM C136)
- Hveem Stability
- Asphalt Extraction (ASTM 2172)
- Hardness and Abrasion
- Atterberg limits (ASTM 4318)
- No. 200 Sieve Analysis (ASTM D422)
- Specific Gravity C127/C128
- Asphalt and Asphaltic Concrete Gradation (ASTM C136)
- Asphalt and Asphaltic Concrete Specific Gravity (ASTM D1 188)
- Asphalt and Asphaltic Concrete Stability & Flow Marshall (ASTM D1 559)
- Asphalt and Asphaltic Concrete Abrasion (ASTM C131)
- Asphalt and Asphaltic Concrete Unit Weight (ASTM D2726)
- Asphalt Cores

3. Observation and Testing:

a. Observation and testing shall consist of visual observation of earthwork activities and taking field density and moisture tests for the purpose of ascertaining that the work is in substantial conformance with the contract documents. Such observation and testing shall not be relied upon by others as acceptance of the work nor shall it be construed to relieve the contractor in any way from the contractor's obligation and responsibilities under the construction contract. Specifically, but without limitations, observation and testing shall not require the technician and engineer to assume responsibilities for the means and methods of construction nor for safety on the jobsite. Consultant's performance of its work shall not result in safety hazards on the site.

4. Concrete Mix Design Review:

- a. *Types of Inspection Services Provided.* Inspection services shall be provided for concrete, prestressed concrete, reinforcing steel and prestressing steel, batch plant, insulating concrete, lightweight concrete, field sampling (slump, air entertainment, unit weight and yield tests), concrete coring, proof testing (installed epoxy & non-shrink grout bolts) and proof testing (installed wedge and expansion anchors).
- b. *Laboratory Review.* The Consultant shall review the proposed concrete mixes in its laboratory for conformance with the specifications.
- c. *Tests to be Performed.* The Consultant shall perform the following tests:
- i. Concrete Compression Tests

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- Concrete Cylinders (ASTM C29)
- Concrete Cores (ASTM C39)
- Lightweight Concrete (ASTM C495)
- Insulating Concrete (ASTM C332)
- ii. Concrete Flexural Tests
 - Flexural Test (ASTM C2931C78)
- iii. Steel Reinforcing
 - Tensile (ASTM A61 5)
 - Bend (ASTM A61 5)
- iv. Concrete Aggregate
 - Conformance Test (ASTM C33)
(Sieve Analysis, Deleterious Substances & Soundness)

5. Reinforcing Steel Placement:

- a. Prior to the pours, the consultant shall inspect the reinforcing steel placement to determine that it is according to plans and specifications. The consultant shall check:
 - i. *Bars.* Size and spacing of bars.
 - ii. *Splices.* Location and length of splices.
 - iii. *Clearances.* Check clearances.
 - iv. *Cleanliness of Bars.* Observe cleanliness of bars.
 - v. *Spacing tolerances.* Confirm spacing tolerances.
 - vi. *Steel Support.* Proper support of steel with ties.

5. Concrete Placement:

- a. During the pours, the Consultant shall be on site continuously, as required by code, to monitor placement. The Consultant shall:
 - i. *Bar Displacement* Determine that no bars are displaced during the pouring.
 - ii. *Cleanliness of Steel.* Observe cleanliness of steel.
 - iii. *Placement.* Determine adequacy of placement and vibratory equipment.
 - iv. *Delivery Rate.* Determine proper delivery rate of concrete and monitor batch times.
 - v. *Correct Mix.* Determine that the correct mix is being utilized.
 - vi. *Slump.* Monitor slump of each truck.
 - vii. *Temperature.* Record temperature of air and concrete.
 - viii. *Cast Cylinders.* Cast cylinders for compression tests at the specified frequency.
 - ix. *Air Checks.* Perform air checks, if required by specifications, during concrete placement.
 - x. *Anchor Bolt/Dowel Installation.* Observe anchor bolt/dowel installation operations to determine hold depth, embedment and cleanliness, as well as materials and workmanship. The Consultant shall inspect to determine that all dowels are installed in accordance with contract documents and/or manufacturer's requirements.

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6. Compression Testing:

- a. The consultant shall transport all samples to CONSULTANT'S laboratory for compression testing in strict accordance with ASTM requirements. The CONSULTANT shall distribute compression test reports to the appropriate parties.

7. Mix Design Review:

- a. *Grout and Mortar Mixes.* The CONSULTANT shall review the proposed grout and mortar mixes in CONSULTANT'S laboratory for conformance with the specifications.
- b. *Masonry Wall Prisms.* During preparation of masonry wall prisms, sampling and placing of all masonry units, placement of reinforcement, and inspection of grout space immediately prior to closing or cleanouts and during all grouting operations.
- c. *Laboratory Tests.* Laboratory tests shall include:
- i. Masonry Compression Tests
 - Mortar (UBC 21 - 16)
 - Grout (UBC 21 - 18 | ASTM GI 01 9)
 - Masonry Prism (ASTM E447)
 - Masonry Cores (ASTM C42)
 - Shear Tests - Masonry Cores (UBC 2405(c)4.C)
 - Dry Shrinkage - Masonry Units (ASTM C426)
 - Sample Pick-up & Delivery
 - ii. Steel Reinforcing
 - Tensile (ASTM A61 5)
 - Bend (ASTM A61 5)
 - Steel Tagging, Pick-up and Delivery
 - iii. Concrete Aggregate
 - Conformance Test (ASTM C404)
(Sieve Analysis, Deleterious Substances and Soundness)

8. Duties:

- a. The consultant's duties shall include the following:
- i. Review mill test certifications of block and reinforcing steel.
 - ii. Inspect to determine size and spacing of dowels.
 - iii. Inspect to determine that cleanouts are provided for high-lift grouting methods.
 - iv. Inspect proper lay-up of block units.
 - v. Inspect reinforcing steel prior to grouting.
 - vi. Inspect dowels, anchor bolts and inserts to make sure they are in place and properly secured prior to grouting.
 - vii. Inspect to determine proper consolidation of grout.
 - viii. Check that curing requirements are being followed.

9. Structural Steel:

- a. *Inspection Services.* The CONSULTANT shall provide inspection services for the following:
- i. Field Welding
 - ii. High Strength Bolting

Not Project Related

Project #13-154

- iii. Metal Decking
 - iv. Welded Stud Connectors
 - v. Fabrication Shop
- b. *Non-Destructive Examinations, Fabrication, Field Testing.* The CONSULTANT shall provide the following Non-Destructive Examinations (Field Testing) in strict conformance with ASTM standards:
- i. Ultrasonic Examination
 - ii. Magnetic Particle Examination
 - iii. Liquid Penetrant Examination
 - iv. Radiographic Examination
- c. *Non-Destructive Examinations, Fabrication Shop Testing.* The CONSULTANT shall provide the following Non-Destructive Examinations (Fabrication Shop Testing):
- i. Ultrasonic Examination
 - ii. Magnetic Particle Examination
 - iii. Liquid Penetrant Examination
 - iv. Radiographic Examination
- d. *Laboratory Tests.* Laboratory tests shall be performed on the following:
- i. High strength bolts
 - ii. Hardness Test (ASTM A325)
 - iii. Tensile Strength (ASTM F606)

10. Reports

As part of the Services, Consultant will prepare and deliver the following tangible work products to District:

- a. All DSA required inspections, reporting, processes and procedures required by the DSA Testing & Inspection Listing, and/or required by the Architect of Record.

11. Time

All DSA required reporting shall be delivered to the District concurrent with the submittal to DSA, and pursuant to DSA required timelines. The final inspection report (DSA Form 6) shall be completed and electronic filed within 30 calendar days of the notice of completion.

12. Accuracy Standards

Precision of the soils and materials testing and inspection reports and recommendations shall be in accordance with the professional standard of care to be expected of professional engineers, geologists, and inspectors licensed to practice in the State of California, and acceptable to the Architect of Record and the Division of State Architect.

- Not Project Related
 Project #13-154

Consultant/Vendor Billing Instructions

Invoice Cover Sheet Set-Up.

- 1 See "Billing tab" below for spreadsheet, these are the instructions
- 2 Enter Project Site name, DSA project number, Project Type, Invoice #, Date, Your Company Name, fax, phone, etc...
- 3 Enter PO # (Purchase Order #) provided to you when contract issued.
- 4 Feel free to include your company logo if you wish
- 5 Enter approved contract agreements, amendments, re-imbursables, allowances, etc. for which you are billing. Include summary scope of work. Enter "Cost Code" provided to you by Program Manager.
- 6 If you wish to break the contract work items down into portions that you would typically separate for progressive payments, please do that now. If your contract allows re-imburseables in addition to contract fee, please separate these values. If you require more line items to complete this step, please highlight the entire last row by clicking on the grey row # at left, press CTRL+C to copy row, right click grey row # immediately below, select "Insert Copied Cells". This can be repeated as many times as necessary. Multiple rows can be copied/inserted in a single step by highlighting multiple rows prior to copying.

First Billing.

- 5 **IMPORTANT!** When you are entering costs for your first billing, enter values (dollar amounts) ONLY into the green column. The percentages will change automatically. **NOTE:** Select the (% Complete) billing tab if you prefer to track your billings based on total project % complete. Once % complete is entered, billable amount will populate automatically. Select the (lump sum) billing tab if you prefer to track your billings as a lump sum billable amount to date. Once lump sum amount is entered, % complete will populate automatically.
- 6 Send invoice based on the Dollar value at the PRE-RETENTION value, if applicable.

Subsequent Billings

- 7 Manually input the dollar values from the "cost completed to date" column into the blue "total previous billings" column
- 8 Enter the corresponding dollar values;% complete values into the green column for total work complete to date.
- 9 Submit a conditional release waiver with the billing. Submit signed pay request certification form.
- 10 Email (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).

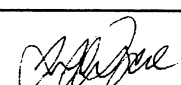
PRODUCER Cavnagac & Associates 450 B Street, Suite 1800 San Diego, CA 92101-8005 License No. OA99520	CONTACT NAME: Certificate Department	
	PHONE (A/C No. Ext): 619-234-6848	FAX (A/C, No): 619-234-8601
E-MAIL ADDRESS: certificates@cavnagac.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: TRAVELERS 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.

OSD BOARD AGENDA ITEM

Name of Contributor: Janet Penanhoat

Date of Meeting: 8/2/17

- Study Session: _____
Closed Session _____
- A-1. Preliminary _____
A-II. Reports _____
B. Hearings _____
C. Consent Agenda _____
- Agreement Category:
____ Academic
____ Enrichment
____ Special Education
____ Support Services
____ Personnel
____ Legal
 X Facilities
- D. Action Items _____
F. Board Policies 1st Reading _____ 2nd Reading _____

Approval of Field Contract #FC-P18-00616 – Kiwitt’s General Building Contractor (Penanhoat/Fateh)

Proposals were solicited for Field Contract #FC-P18-00616, Concrete Flatwork at Driffill School, pursuant to the Uniform Public Construction Cost Accounting Act. Three proposals were received on Tuesday, July 18, 2017. The scope of work involves new concrete flatwork at Driffill School.

It is requested that the Board of Trustees award Field Contract #FC-P18-00616 to the lowest responsible bidder Kiwitt’s General Building Contractor, who submitted the lowest responsive bid in the amount of \$29,700.00. The project will be funded through Deferred Maintenance Funds.

FISCAL IMPACT:

\$29,700.00 – Deferred Maintenance Funds

RECOMMENDATION:

It is the recommendation of the Interim Assistant Superintendent, Business & Fiscal Services, and the Director of Facilities, that the Board of Trustees approve Field Contract #FC-P18-00616 in the amount of \$29,700.00 with Kiwitt’s General Building Contractor.

ADDITIONAL MATERIALS:

Attached: Field Contract #FC-P18-00616, Kiwitt’s General Building Contractor (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-P18-00616
--

FIELD CONTRACT FOR LABOR AND MATERIALS FOR PROJECTS LESS THAN \$45,000.00

THIS CONTRACT is made as of 8/2/17, 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 Twenty-Nine Thousand Seven Hundred Dollars (\$29,700.00), 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 PROPOSALS DATED 7/18/17.**

C. Contractor agrees to commence the work within ****** calendar days after receiving notice to proceed (NTP) from the District and to carry out the work at all times with the greatest possible dispatch and to complete the entire work under this agreement within ****** calendar days. All work must be completed within the time limits set forth in this Contract. ****Work to begin on or about August 4, 2017 & be completed by the end of the day August 31, 2017.**

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> X </u> Performance/Payment Bonds
<u> </u> Specifications	<u> X </u> Certificates/Liability Insurance	<u> X </u> Purchase Order No. <u>P18-00616</u>
<u> </u> Drawings	<u> X </u> Certificates/Workers Compensation Insurance	<u> X </u> Proposal dated <u>7/18/17</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 _____
Title _____	Fax No. _____
	Contractor's License No. _____
Firm Address _____	Fax No. _____
	License Class _____
	Tax I.D. No. _____

FOR DISTRICT USE ONLY

Project Manager <u>David Fateh, Director of Facilities</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
OXNARD ELEMENTARY SCHOOL DISTRICT
1051 S A STREET OXNARD CA 93030

PHONE	DATE 7/18/17
JOB NAME / LOCATION Driffill Elementary School 910 S E st. Oxnard Ca 93030	
JOB NUMBER 1	JOB PHONE

We hereby submit specifications and estimates for:

DRIFILL CONCRETE REPLACE AND RESTORE. 9TH STREET
SIDE. CONCRETE SIDEWALK AND CURB.

SCOPE AND SPEC IS BASED OFF PAPERWORK AND PLANS
PROVIDED BY VINCE MCGARRY AT JOB WALK. INCLUDES
ADDENDUM #1 AND PERFORMANCE BOND

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:
dollars (\$ **29,700.00**).

Payment to be made as follows: **UPON COMPLETION**

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

60 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: _____

OSD BOARD AGENDA ITEM

Name of Contributor: Janet Penanhoat

Date of Meeting: 8/2/17

- Study Session: _____
Closed Session _____
- A-1. Preliminary _____
A-II. Reports _____
B. Hearings _____
C. Consent Agenda _____
- Agreement Category:
____ Academic
____ Enrichment
____ Special Education
____ Support Services
____ Personnel
____ Legal
X Facilities
- D. Action Items _____
F. Board Policies 1st Reading _____ 2nd Reading _____

Approval of Field Contract #FC-P18-00623 – Fence Factory (Penanhoat/Fateh)

Proposals were solicited for Field Contract #FC-P18-00623, Fencing & Gates at Driffill School, pursuant to the Uniform Public Construction Cost Accounting Act. Two proposals were received on Monday, July 17, 2017. The scope of work involves new fencing and gates at Driffill School.

It is requested that the Board of Trustees award Field Contract #FC-P18-00623 to the lowest responsible bidder Fence Factory, who submitted the lowest responsive bid in the amount of \$27,597.00. The project will be funded through Deferred Maintenance Funds.

FISCAL IMPACT:

\$27,597.00 – Deferred Maintenance Funds

RECOMMENDATION:

It is the recommendation of the Interim Assistant Superintendent, Business & Fiscal Services, and the Director of Facilities, that the Board of Trustees approve Field Contract #FC-P18-00623 in the amount of \$27,597.00 with Fence Factory.

ADDITIONAL MATERIALS:

Attached: Field Contract #FC-P18-00623, Fence Factory (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-P18-00623
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FIELD CONTRACT FOR LABOR AND MATERIALS FOR PROJECTS LESS THAN \$45,000.00

THIS CONTRACT is made as of 8/2/17, between **Fence Factory** (“Contractor”) and the Oxnard School District (“District” and, together with Contractor, “the Parties”).

A. In consideration of the satisfactory performance of this contract by Contractor, District agrees to pay or cause to be paid to Contractor the sum of Twenty-Seven Thousand Five Hundred Ninety-Seven Dollars (\$27,597.00), 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 PROPOSALS DATED 7/15/17.**

C. Contractor agrees to commence the work within ****** calendar days after receiving notice to proceed (NTP) from the District and to carry out the work at all times with the greatest possible dispatch and to complete the entire work under this agreement within ****** calendar days. All work must be completed within the time limits set forth in this Contract. ****Work to begin on or about August 4, 2017 & be completed by the end of the day August 31, 2017.**

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> X </u> Performance/Payment Bonds
<u> </u> Specifications	<u> X </u> Certificates/Liability Insurance	<u> X </u> Purchase Order No. <u>P18-00623</u>
<u> </u> Drawings	<u> X </u> Certificates/Workers Compensation Insurance	<u> X </u> Proposal dated <u>7/18/17</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 _____
Title _____	Fax No. _____
Firm Address _____	Contractor’s License No. _____
	Fax No. _____
	License Class _____
	Tax I.D. No. _____

FOR DISTRICT USE ONLY

Project Manager <u>David Fateh, Director of Facilities</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.

MATERIAL SALES AND CONTRACTING BRANCHES
1-800-61 FENCE THROUGHOUT THE TRI-COUNTIES

AGOURA DIVISION
 29414 Roadside Dr.
 Agoura, CA 91301
 Ph. (818) 889-2240
 Fax (805) 497-3479

GOLETA DIVISION
 60 S. Kellogg
 Goleta, CA 93117
 Ph. (805)965-2817
 Fax (805) 967-6328

RENTALS DIVISION
 1441 Callens Rd.
 Ventura, CA 93003
 Ph. (805) 644-4617
 Fax (805) 644-0309

VENTURA DIVISION
 1606 Los Angeles Ave.
 Salicoy, CA 93004
 Ph. (805) 485-8831
 Fax (805) 642-1374

SANTA MARIA DIVISION
 2709 Santa Maria Way
 Santa Maria, CA 93455
 Ph. (805) 928-5848
 Fax (805) 922-4826

ATASCADERO DIVISION
 2650 El Camino Real
 Atascadero, CA 93422
 Ph. (805) 462-1362
 Fax (805) 462-1367

Proposal Submitted:	Oxnard School District	Address:	1051 So. "A" St.
City:	Oxnard CA	Zip Code:	93030
Phone:		Job Phone:	385-1501
Job Name:	John Cooper @ 290-7620	Job Location:	Driffill School - Add Alt.
		Fax:	

1. Subject to the terms, provisions and conditions of this proposal and Contract and any attached Estimator's Sheet, Exhibits, Plans or Specifications, Fence Factory, hereinafter referred to as "Contractor", agrees to furnish all necessary labor, materials, tools and equipment to perform and complete in good and workman-like manner for the above job location, the following described work.

Install approx. 38 ft. of 6 ft. high # 9 Ga. Galvanized Chain Link Fence on the existing Roof Support Posts and 2 7/8" o.d. Sch. 40 Terminal Posts set 2 ft. in Cement every 10 ft. Maximum. Includes 1 5/8" o.d. Sch. 40 Top, Bottom and Center Rails, 1 each 8 ft. wide "Double-Drive" Gate and 1 each 4 ft. high x 8 ft. wide "Double-Drive" Gate. (The Fence and Gates to be as close as possible to the Details and Plan Page A1.02)	\$3,872.00 Labor: \$2,024.70 Materials: \$1,706.51 Tax: \$140.79 Total: \$3,872.00
And	
Install approx. 219 of 8 ft. high "Ameristar Wireworks Plus" Fence on 2 1/2" Sq. Posts in Cement Footings with Rebar Cages per the Details on A1.03 every 8 ft. Maximum. Includes 1 each 8 ft. wide "Double-Drive" "Pedestrian Gate" and 1 each 10 ft. wide "Double-Drive" "Maintenance Gate". The Gates will be mounted on 4" Posts. The Fencing and Gates will match as close as possible the Details on A1.03. (However, this Bid is for the "Ameristar Wireworks Plus" and not per the Details showing a separate style of Ornamental Iron Fencing on A1.03. We will use the Gate Hardware, Kick Plates and Panic Bars etc., as shown on these Details as "Guides" for the "Wireworks" Fencing and Gates.) (Add. Alt. - 8')	\$23,725.00 Labor: \$8,167.60 Materials: \$14,405.00 Tax: \$1,152.40 Total: \$23,725.00

All "Mow Strips" are not included in our Bid. The responsibility was put on the Cement Contractors at the Job Walk. We would Install our Fence Posts first and then return to complete the Fence Installation after the "Mow Strips" have been installed.

D.I.R. # 1000003937.

Prevailing Wage Bids.

Any Trimming and/or Removal of Trees, Bushes, Vines or Other Obstacles to be done by Others prior to the Fence Work.

" NO PERMITS OR PERMIT FEES ARE INCLUDED IN THIS PROPOSAL. ANY PERMIT OR PERMIT FEES REQUIRED BY LOCAL BUILDING DEPT'S. OR GOVT. AGENCIES ARE THE OWNER'S RESPONSIBILITY."

TOTAL: \$27,597.00

" PROPOSAL DOES NOT INCLUDE ANY CLEARING, GRUBBING OR GRADING "

2. In consideration for the above described work, the above named party agrees to pay Contractor the total sum of: PRICE ON ACCEPTANCE OF OPTION(S) Dollars, as follows

3. Work will begin on approximately: _____

4. Work will be completed on approximately: _____

5. This proposal is void if not accepted within: 30 days of Proposal and Contract.

50% PRE PAYMENT FOR MATERIALS (BALANCE DUE UPON COMPLETION)

ACCEPTANCE: _____ BY: _____

ACCEPTANCE: _____ BY: _____

NOT RESPONSIBLE FOR DAMAGE TO UNDERGROUND SPRINKLERS AND UTILITIES

ACCEPTANCE FENCE FACTORY BY: GEORGE FRAKER

Fence Factory is hereby authorized to furnish all material, labor and equipment necessary to complete the work above for which Fence Factory will receive in payment the above sum in accordance with all of the Terms & Conditions set forth hereon. It is acknowledged that this entire Proposal and Contract, including the Terms and Conditions set forth on the following pages, has been read.

ACCEPTED AND AUTHORIZED AT: SATICOY, CALIFORNIA BY: _____

DATED COMPANY,

Contractors are required by law to be licensed and regulated by the Contractor's State License Board. Any questions concerning a contractor may be referred to the registrar of the board whose address is: Contractors' State License Board, 1020 N. Street, Sacramento, CA 95814.

PRINT

PRINT

SIGNATURE

OSD BOARD AGENDA ITEM

Name of Contributor: **Dr. Jesus Vaca**

Date of Meeting: **August 2, 2017**

- A. Preliminary _____
Study Session _____
Report _____
- B. Hearing: _____
- C. Consent Agenda X
 - _____ Academic
 - _____ Enrichment
 - _____ Special Education
 - _____ Support Services
 - X Personnel
 - _____ Legal
 - _____ Facilities
- D. Action Items _____
- E. Approval of Minutes _____
- F. Board Policies 1st Reading _____ 2nd Reading _____

Ratification of Participation Agreement #17-82 between Gold Coast Joint Benefits Trust, the Oxnard School District (District), and the Oxnard Educators Association (OEA) (Vaca/Magaña)

The Oxnard School District (District) and the Oxnard Educators Association (OEA) have signed a Participation Agreement (agreement) with the Gold Coast Joint Benefits Trust (GCJBT), with an effective date of May 1, 2017.

The GCJBT is a tax-exempt trust that administrates, or hires third party administrators to administrate, the health and welfare benefit programs for the certificated employees of the Oxnard School District. OEA and the District have agreed to participate in the GCJBT programs.

The agreement includes the following subject matter: Parties, Term, Incorporation of Trust by Reference, Collective Bargaining Agreement, Amendment of Plans and Waiver of Duty to Bargain Plan Changes, Selection of Benefit Plans and Election Forms, Contribution and Reports, Distribution of Materials, Termination Provision, Waiver of Claims, and Notice.

FISCAL IMPACT:

None

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Human Resources and the Risk Manager that the Board of Trustees approve ratification of Participation Agreement #17-82, as presented.

ADDITIONAL MATERIAL:

Participation Agreement # 17-82 (seven pages)

GOLD COAST JOINT BENEFITS TRUST
PARTICIPATION AGREEMENT
(For Employees In A Collective Bargaining Unit)

1. Parties

THIS PARTICIPATION AGREEMENT (“Agreement”), is entered into by and between the **GOLD COAST JOINT BENEFITS TRUST**, a tax exempt trust under Internal Revenue Code, Section 501(c)(9) (the “Trust”), the Oxnard School District, California (the “District”), and Oxnard Educators Association (the “Union”).

2. Term

The term of this agreement shall begin May 1, 2017, and shall continue in effect until terminated pursuant to Section 9 of this agreement.

3. Incorporation of Trust by Reference

All the parties to this agreement verify that they have reviewed and agree to be bound by the terms contained in the document entitled “Agreement and Declaration of Trust Establishing the Gold Coast Joint Benefits Trust,” as amended, incorporated herein by reference.

4. Collective Bargaining Agreement

- (a) The District and the Union agree that as a condition of participation in the Trust that the negotiating parties will modify the terms of the collective agreements between the parties in order to comport with the provisions of the Trust Agreement and this Participation Agreement; and in the absence of such modification, do hereby further agree that the specific provisions of the Trust and Participation Agreements shall supersede the terms of the collective agreement if there are any conflicting provisions as they apply to participation in the Trust.
- (b) This Participation Agreement shall not be effective until the District and the Union provide the Trust a copy of their current collective bargaining agreement and the provisions of such agreement for participation in the Trust are approved by the Trust. The District and the Union shall promptly provide the Trust with copies of any changes in their collective bargaining agreement relative to participation in the Trust.

5. Amendment of Plans and Waiver of Duty to Bargain Plan Changes

- (a) During the term of the participation in the Trust pursuant to this Agreement, both the Union and District expressly waive any right to bargain under Government Code Section 3540 et seq., concerning the benefit plans, the insurers, or the claims administration for existing health and welfare benefits. This waiver does not include the contribution rate to the Trust or termination of participation in the Trust, nor does it include the bargaining of benefits not provided by the Trust.

- (b) The Trust reserves the right to amend or modify any of the benefits plans. If contributions and reserves of the Trust are not adequate in the judgment of the Directors of the Trust to provide benefits, pay administration expenses, and maintain reasonable reserves, the Directors may amend or modify any of the benefit plans provided that such action shall not be taken until after the District and the Union are provided at least sixty (60) days advance written notice of such changes and notice that additional contribution could avoid such changes.

6. **Selection of Benefit Plans and Election Forms**

- (a) The Trust currently offers an Indemnity Medical Plan 4, vision and dental plans and one prepaid medical plan offered by a licensed Health Maintenance Organizations ("HMO"). Employees eligible for coverage will choose from among these plans during annual open enrollments. Employees will be covered by a medical, dental or vision plan (collectively "Plans") unless stated otherwise in this Agreement.
- (b) Benefits are provided in accordance with the Trust's Plan Description Booklet. The Plan Description Booklet explains the Trust's Indemnity Medical Plan 4, which includes medical, prescription drug, mental illness, substance abuse and chiropractic benefits, as well as its eligibility rules. Indemnity dental and vision benefits are described in separate booklets as are the benefits provided by the HMO. Copies of the medical, dental and vision booklets are available upon request.
- (c) If the collective bargaining agreement between the District and the Union provides for employees to pay a portion of the contribution, the District is responsible for enforcement of that agreement. The District shall be responsible for payment to the Trust of the full contribution for each employee receiving benefits from the Trust, regardless of any difficulties in the collection of the employee contribution.
- (d) The Union and the District will be notified in writing of applicable rates and benefit and eligibility rules changes at least 30 days prior to their effective date. Notice of such changes, as reflected in motions adopted by the Board of Directors, is deemed to have been properly given in the event representatives of the District and Union serve as Directors on the Trust's Board of Directors. If the revised contribution rate is not paid, the Trust may terminate this Agreement in accordance with Section 9.

7. **Contribution and Reports**

- (a) The District shall prepare and submit to the Trust monthly by such date as the Trust prescribes a current list on a Form to be supplied by the Trust, of all current employees who are covered under each of the Plans annotated to add newly enrolling employees and to delete employees who are no longer eligible.
- (b) Contributions due for each employee and part-time employee covered pursuant to each respective Plan shall be paid monthly by the District in the amount per employee specified in the Form for each employee included on the monthly list referred to in Section 7(a). The Contribution amount is determined by the Board of Directors. Contributions are due as of the first of the month and pay for coverage for that same month.

- (c) Contributions to the Trust shall be considered delinquent if not received by the 10th day of the month in which the contributions were first due, or if postmarked later than the 10th of the month in which the contributions were first due. Liquidated damages and interest shall be charged to delinquent contributions in accordance with the Trust Agreement.

8. Distribution of Materials

- (a) The District and the Union agree to cooperate and assist in the distribution to employees of enrollment forms, benefit descriptions, benefit certificates, provider directories, claim forms, and other forms or documents usually supplied in connection with the enrollment process.
- (b) The Trust will be responsible for administering COBRA continuation benefits for employees and eligible dependents. The District shall notify the Trust of termination, reduction in hours or death of any employee as required by law.

9. Termination Provision

- (a) Either the District or the Union may terminate their participation in this Trust:

(1) Effective as of the date of expiration of the collective bargaining agreement providing for participation in this Trust. If the expiration date of the collective bargaining agreement is not coincident with the end of the plan year (which is June 30th) written notice of intent to terminate participation in the Trust and the other party must be provided no less than 270 calendar days prior to the expiration date of the collective bargaining agreement. Final written notice of intent to terminate must be provided no less than 90 calendar days prior to the expiration date of the collective bargaining agreement; or

(2) Either the District or the Union may terminate their participation in this Trust upon notice to the Trust and other party prior to the end of the plan year for medical coverage (which is June 30th). Notice of intent to terminate participation in the Trust must be provided not less than 270 calendar days prior to the end of the plan year for medical coverage (which is June 30th). Final written notice of intent to terminate must be provided no less than 90 calendar days prior to the end of the plan year for medical coverage (which is June 30th).

Such notice of termination will not by itself relieve either party of any duty to bargain as provided under Government Code Section 3540 et seq.

- (b) The Trust may terminate the Agreement if either the Union or the District fails to fulfill the obligations under this agreement, or at any time the District fails or refuses to make all payments required hereunder, within twenty (20) days after service of a written notice from the Trust demanding payment. Any such notice shall be sent to the District and the Union. If the Trust terminates participation pursuant to this section 9(b) the Union or District's participation in the Plan will terminate effective as of the final day of the month for which the unpaid contribution was owed and the District will be otherwise subject to the Withdrawal Liability Policy.

- (c) Following termination of this Agreement, it is understood and agreed that the parties shall be responsible for payment of eligible claims of covered employees and/or officers incurred on or before the termination date only in accordance with the terms and specifications of the Withdrawal Policy (Attachment A), Agreement and Declaration of Trust establishing the Gold Coast Joint Benefits Trust and of each applicable Plan.
- (d) The parties acknowledge that termination of participation includes both active employees and retirees.
- (e) The parties acknowledge that after termination of participation, neither the employees and/or employee representatives nor the District shall retain any right or interest in the Fund or any of its assets and shall not be entitled to any share of the reserves maintained by the Fund upon their withdrawal from participation.

10. Waiver of Claims

The District and the Union hereby waive any claim against the Directors, agents or employees of the Trust for any loss, cost or expenses, including attorneys' fees, alleged to arise from or relate to the Directors', agents' or employees' good faith discharge of responsibilities hereunder or under the Trust Agreement.

11. Notice

Any written notice required by or pertaining to this agreement shall be sent to such party by prepaid first class mail or telegram, at the address listed below:

If to the Trust

Gold Coast Joint Benefits Trust
 c/o Delta Fund Administrators
 P.O. Box 2330
 Stockton, California 95201

If to the District

Oxnard School District
c/o Risk Manager
1051 South A Street
Oxnard, CA 93030

If to the Union

Oxnard Educators Association
2775 N. Ventura Rd. #108
Oxnard, CA
93036

12. Board Ratification

This Participation Agreement shall not be effective until it has been ratified by the School Board governing the District and verification of such ratification is provided to the Trust.

Dated: _____

GOLD COAST JOINT BENEFITS TRUST

By: _____

Dated: July 13, 2017

Oxnard SCHOOL DISTRICT

By: [Signature]

Dated: June 6, 2017

Oxnard Educators ASSOCIATION

By: [Signature], President

DATE OF SCHOOL BOARD RATIFICATION:

Attachment A
WITHDRAWAL LIABILITY POLICY
FOR THE
GOLD COAST JOINT BENEFITS TRUST PARTICIPATION AGREEMENT
SCHOOL DISTRICT and
EMPLOYEES ASSOCIATIONS and NON-BARGAINING UNIT EMPLOYEES

Withdrawal Liability

1. Effective Date.

(a) If notice is provided in accordance with paragraph 9(a)(1) of the Agreement the effective date of withdrawal will be the expiration date of the collective bargaining agreement.

(b) If notice is provided in accordance with paragraph 9(a)(2) of the Agreement the effective date of withdrawal will be June 30th of the applicable calendar year.

(c) In the event the Trust has given notice in accordance with section 9(b) of this Participation Agreement on account of a contribution delinquency, a District will be deemed to have withdrawn from the Trust as of the final day of the month for which the unpaid contribution was owed and the District will be otherwise subject to this Withdrawal Liability Policy.

2. If a District or Union withdraws from the Trust after participating in the Trust for 36 months or less, the Trust will develop a separate accounting of all the District's or Union's benefit expenses incurred by the District or Union participants (including claims incurred prior to the termination date and paid after), its pro-rata share of administrative expenses, contributions paid by the District or Union, and any income received or earned attributable to the District's or Union's participation in the Trust (hereafter "District/Union Associated Revenue" and "District/Union Liabilities"). This account covers all income and expenses of the District's participating bargaining unit(s) and its non bargaining unit.

Notwithstanding any other provision of this Agreement or the Trust Agreement, if participation in the Trust is terminated as provided in Section 9 and the District or Union participated in the Trust for 36 months or less, and District/Union Liabilities exceed District/Union Associated Revenue, the District will be required to pay additional contributions to the Trust equal to the difference (hereafter "Withdrawal Premium"). If the District or Union participated in the Trust for 36 months or less and District/Union Associated Revenue exceeds District/Union Liabilities, the Trust has no obligation to pay the difference.

3. If the District or Union withdraws after more than 36 months of participation in the Trust, the Trust consultant will calculate the per-participant value of the Incurred But Not Paid (IBNP) reserve as of the last date of the District or Union's participation in the Trust. Within approximately 14 months after the termination date, the Trust's consultant and auditor will determine the District's Withdrawal Premium (if any) by determining whether claims associated with the withdrawing District or Union and paid after the termination date exceed the District or Union's per-participant allocation of the IBNP. If the terminating District or Union's claims IBNP as of the termination date are less than the District's or Union's per-participant allocation of the IBNP reserve, the Trust has no obligation to pay the District the difference.

4. Withdrawal Premiums are due 60 days after billed.

5. A Withdrawal Premium shall be treated as a District contribution. If the Withdrawal Premium is not paid by its due date, it shall be treated as a delinquent contribution pursuant to paragraph 7(c) of the Agreement, subject to that paragraph's imposition of liquidated damages.

6. The Withdrawal Premium will be assessed against the District with respect to either a partial or complete termination of participation in the Trust. For example, if a District withdraws only management employees from the Trust, while bargaining unit employees continue to participate in the Trust, a Withdrawal Premium will be due only with respect to the employees who are withdrawn.

7. This provision for withdrawal liability will expire upon the Trust's acceptance of an annual audit that verifies that either the full amount of the Withdrawal Premium has been paid, or no Withdrawal Premium is due. Expiration will not, however, apply to any withdrawal that occurred before such audit is accepted by the Board.

Dated: _____

GOLD COAST JOINT BENEFITS TRUST

By: _____

Dated: July 13, 2017

Oxnard SCHOOL DISTRICT

By: [Signature]

Dated: June 6, 2017

Oxnard Educators EMPLOYEES ASSOCIATION

By: Robin [Signature], President

DATE OF SCHOOL BOARD RATIFICATION:

OSD BOARD AGENDA ITEM

Name of Contributor: **Dr. Jesus Vaca**

Date of Meeting: **August 2, 2017**

- A. Preliminary _____
Study Session _____
Report _____
- B. Hearing: _____
- C. Consent Agenda X _____
 - _____ Academic
 - _____ Enrichment
 - _____ Special Education
 - _____ Support Services
 - X _____ Personnel
 - _____ Legal
 - _____ Facilities
- D. Action Items _____
- E. Approval of Minutes _____
- F. Board Policies 1st Reading _____ 2nd Reading _____

Ratification of Participation Agreement #17-83 between Gold Coast Joint Benefits Trust, the Oxnard School District (District), and the Oxnard Supportive Services Association (OSSA) (Vaca/Magaña)

The Oxnard School District (District) and the Oxnard Supportive Services Association (OSSA) have signed a Participation Agreement (agreement) with the Gold Coast Joint Benefits Trust (GCJBT), with an effective date of May 1, 2017.

The GCJBT is a tax-exempt trust that administrates, or hires third party administrators to administrate, the health and welfare benefit programs for the certificated employees of the Oxnard School District. OSSA and the District have agreed to participate in the GCJBT programs.

The agreement includes the following subject matter: Parties, Term, Incorporation of Trust by Reference, Collective Bargaining Agreement, Amendment of Plans and Waiver of Duty to Bargain Plan Changes, Selection of Benefit Plans and Election Forms, Contribution and Reports, Distribution of Materials, Termination Provision, Waiver of Claims, and Notice.

FISCAL IMPACT:

None

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Human Resources and the Risk Manager that the Board of Trustees approve ratification of Participation Agreement #17-83, as presented.

ADDITIONAL MATERIAL:

Participation Agreement # 17-83 (seven pages)

GOLD COAST JOINT BENEFITS TRUST

PARTICIPATION AGREEMENT (For Employees In A Collective Bargaining Unit)

1. Parties

THIS PARTICIPATION AGREEMENT (“Agreement”), is entered into by and between the **GOLD COAST JOINT BENEFITS TRUST**, a tax exempt trust under Internal Revenue Code, Section 501(c)(9) (the “Trust”), the Oxnard School District, California (the “District”), and Oxnard Supportive Services Association (the “Union”).

2. Term

The term of this agreement shall begin May 1, 2017, and shall continue in effect until terminated pursuant to Section 9 of this agreement.

3. Incorporation of Trust by Reference

All the parties to this agreement verify that they have reviewed and agree to be bound by the terms contained in the document entitled “Agreement and Declaration of Trust Establishing the Gold Coast Joint Benefits Trust,” as amended, incorporated herein by reference.

4. Collective Bargaining Agreement

- (a) The District and the Union agree that as a condition of participation in the Trust that the negotiating parties will modify the terms of the collective agreements between the parties in order to comport with the provisions of the Trust Agreement and this Participation Agreement; and in the absence of such modification, do hereby further agree that the specific provisions of the Trust and Participation Agreements shall supersede the terms of the collective agreement if there are any conflicting provisions as they apply to participation in the Trust.
- (b) This Participation Agreement shall not be effective until the District and the Union provide the Trust a copy of their current collective bargaining agreement and the provisions of such agreement for participation in the Trust are approved by the Trust. The District and the Union shall promptly provide the Trust with copies of any changes in their collective bargaining agreement relative to participation in the Trust.

5. Amendment of Plans and Waiver of Duty to Bargain Plan Changes

- (a) During the term of the participation in the Trust pursuant to this Agreement, both the Union and District expressly waive any right to bargain under Government Code Section 3540 et seq., concerning the benefit plans, the insurers, or the claims administration for existing health and welfare benefits. This waiver does not include the contribution rate to the Trust or termination of participation in the Trust, nor does it include the bargaining of benefits not provided by the Trust.

- (b) The Trust reserves the right to amend or modify any of the benefits plans. If contributions and reserves of the Trust are not adequate in the judgment of the Directors of the Trust to provide benefits, pay administration expenses, and maintain reasonable reserves, the Directors may amend or modify any of the benefit plans provided that such action shall not be taken until after the District and the Union are provided at least sixty (60) days advance written notice of such changes and notice that additional contribution could avoid such changes.

6. Selection of Benefit Plans and Election Forms

- (a) The Trust currently offers an Indemnity Medical Plan 4, vision and dental plans and one prepaid medical plan offered by a licensed Health Maintenance Organizations (“HMO”). Employees eligible for coverage will choose from among these plans during annual open enrollments. Employees will be covered by a medical, dental or vision plan (collectively “Plans”) unless stated otherwise in this Agreement.
- (b) Benefits are provided in accordance with the Trust's Plan Description Booklet. The Plan Description Booklet explains the Trust's Indemnity Medical Plan 4, which includes medical, prescription drug, mental illness, substance abuse and chiropractic benefits, as well as its eligibility rules. Indemnity dental and vision benefits are described in separate booklets as are the benefits provided by the HMO. Copies of the medical, dental and vision booklets are available upon request.
- (c) If the collective bargaining agreement between the District and the Union provides for employees to pay a portion of the contribution, the District is responsible for enforcement of that agreement. The District shall be responsible for payment to the Trust of the full contribution for each employee receiving benefits from the Trust, regardless of any difficulties in the collection of the employee contribution.
- (d) The Union and the District will be notified in writing of applicable rates and benefit and eligibility rules changes at least 30 days prior to their effective date. Notice of such changes, as reflected in motions adopted by the Board of Directors, is deemed to have been properly given in the event representatives of the District and Union serve as Directors on the Trust's Board of Directors. If the revised contribution rate is not paid, the Trust may terminate this Agreement in accordance with Section 9.

7. Contribution and Reports

- (a) The District shall prepare and submit to the Trust monthly by such date as the Trust prescribes a current list on a Form to be supplied by the Trust, of all current employees who are covered under each of the Plans annotated to add newly enrolling employees and to delete employees who are no longer eligible.
- (b) Contributions due for each employee and part-time employee covered pursuant to each respective Plan shall be paid monthly by the District in the amount per employee specified in the Form for each employee included on the monthly list referred to in Section 7(a). The Contribution amount is determined by the Board of Directors. Contributions are due as of the first of the month and pay for coverage for that same month.

- (c) Contributions to the Trust shall be considered delinquent if not received by the 10th day of the month in which the contributions were first due, or if postmarked later than the 10th of the month in which the contributions were first due. Liquidated damages and interest shall be charged to delinquent contributions in accordance with the Trust Agreement.

8. Distribution of Materials

- (a) The District and the Union agree to cooperate and assist in the distribution to employees of enrollment forms, benefit descriptions, benefit certificates, provider directories, claim forms, and other forms or documents usually supplied in connection with the enrollment process.
- (b) The Trust will be responsible for administering COBRA continuation benefits for employees and eligible dependents. The District shall notify the Trust of termination, reduction in hours or death of any employee as required by law.

9. Termination Provision

- (a) Either the District or the Union may terminate their participation in this Trust:
 - (1) Effective as of the date of expiration of the collective bargaining agreement providing for participation in this Trust. If the expiration date of the collective bargaining agreement is not coincident with the end of the plan year (which is June 30th) written notice of intent to terminate participation in the Trust and the other party must be provided no less than 270 calendar days prior to the expiration date of the collective bargaining agreement. Final written notice of intent to terminate must be provided no less than 90 calendar days prior to the expiration date of the collective bargaining agreement; or
 - (2) Either the District or the Union may terminate their participation in this Trust upon notice to the Trust and other party prior to the end of the plan year for medical coverage (which is June 30th). Notice of intent to terminate participation in the Trust must be provided not less than 270 calendar days prior to the end of the plan year for medical coverage (which is June 30th). Final written notice of intent to terminate must be provided no less than 90 calendar days prior to the end of the plan year for medical coverage (which is June 30th).

Such notice of termination will not by itself relieve either party of any duty to bargain as provided under Government Code Section 3540 et seq.

- (b) The Trust may terminate the Agreement if either the Union or the District fails to fulfill the obligations under this agreement, or at any time the District fails or refuses to make all payments required hereunder, within twenty (20) days after service of a written notice from the Trust demanding payment. Any such notice shall be sent to the District and the Union. If the Trust terminates participation pursuant to this section 9(b) the Union or District's participation in the Plan will terminate effective as of the final day of the month for which the unpaid contribution was owed and the District will be otherwise subject to the Withdrawal Liability Policy.

- (c) Following termination of this Agreement, it is understood and agreed that the parties shall be responsible for payment of eligible claims of covered employees and/or officers incurred on or before the termination date only in accordance with the terms and specifications of the Withdrawal Policy (Attachment A), Agreement and Declaration of Trust establishing the Gold Coast Joint Benefits Trust and of each applicable Plan.
- (d) The parties acknowledge that termination of participation includes both active employees and retirees.
- (e) The parties acknowledge that after termination of participation, neither the employees and/or employee representatives nor the District shall retain any right or interest in the Fund or any of its assets and shall not be entitled to any share of the reserves maintained by the Fund upon their withdrawal from participation.

10. Waiver of Claims

The District and the Union hereby waive any claim against the Directors, agents or employees of the Trust for any loss, cost or expenses, including attorneys' fees, alleged to arise from or relate to the Directors', agents' or employees' good faith discharge of responsibilities hereunder or under the Trust Agreement.

11. Notice

Any written notice required by or pertaining to this agreement shall be sent to such party by prepaid first class mail or telegram, at the address listed below:

If to the Trust

Gold Coast Joint Benefits Trust
 c/o Delta Fund Administrators
 P.O. Box 2330
 Stockton, California 95201

If to the District

Oxnard School District
c/o Risk Manager
1051 South A Street
Oxnard, CA 93030

If to the Union

12. Board Ratification

This Participation Agreement shall not be effective until it has been ratified by the School Board governing the District and verification of such ratification is provided to the Trust.

Dated: _____

GOLD COAST JOINT BENEFITS TRUST

By: _____

Dated: July 13, 2017

Oxnard SCHOOL DISTRICT

By: [Signature]

Dated: 6-28-17

OXNARD SUPPORT SERVICES ASSOCIATION

By: Brenda K. Muth

DATE OF SCHOOL BOARD RATIFICATION:

Attachment A
WITHDRAWAL LIABILITY POLICY
FOR THE
GOLD COAST JOINT BENEFITS TRUST PARTICIPATION AGREEMENT
SCHOOL DISTRICT and
EMPLOYEES ASSOCIATIONS and NON-BARGAINING UNIT EMPLOYEES

Withdrawal Liability

1. Effective Date.

(a) If notice is provided in accordance with paragraph 9(a)(1) of the Agreement the effective date of withdrawal will be the expiration date of the collective bargaining agreement.

(b) If notice is provided in accordance with paragraph 9(a)(2) of the Agreement the effective date of withdrawal will be June 30th of the applicable calendar year.

(c) In the event the Trust has given notice in accordance with section 9(b) of this Participation Agreement on account of a contribution delinquency, a District will be deemed to have withdrawn from the Trust as of the final day of the month for which the unpaid contribution was owed and the District will be otherwise subject to this Withdrawal Liability Policy.

2. If a District or Union withdraws from the Trust after participating in the Trust for 36 months or less, the Trust will develop a separate accounting of all the District's or Union's benefit expenses incurred by the District or Union participants (including claims incurred prior to the termination date and paid after), its pro-rata share of administrative expenses, contributions paid by the District or Union, and any income received or earned attributable to the District's or Union's participation in the Trust (hereafter "District/Union Associated Revenue" and "District/Union Liabilities"). This account covers all income and expenses of the District's participating bargaining unit(s) and its non-bargaining unit.

Notwithstanding any other provision of this Agreement or the Trust Agreement, if participation in the Trust is terminated as provided in Section 9 and the District or Union participated in the Trust for 36 months or less, and District/Union Liabilities exceed District/Union Associated Revenue, the District will be required to pay additional contributions to the Trust equal to the difference (hereafter "Withdrawal Premium"). If the District or Union participated in the Trust for 36 months or less and District/Union Associated Revenue exceeds District/Union Liabilities, the Trust has no obligation to pay the difference.

3. If the District or Union withdraws after more than 36 months of participation in the Trust, the Trust consultant will calculate the per-participant value of the Incurred But Not Paid (IBNP) reserve as of the last date of the District or Union's participation in the Trust. Within approximately 14 months after the termination date, the Trust's consultant and auditor will determine the District's Withdrawal Premium (if any) by determining whether claims associated with the withdrawing District or Union and paid after the termination date exceed the District or Union's per-participant allocation of the IBNP. If the terminating District or Union's claims IBNP as of the termination date are less than the District's or Union's per-participant allocation of the IBNP reserve, the Trust has no obligation to pay the District the difference.

4. Withdrawal Premiums are due 60 days after billed.

5. A Withdrawal Premium shall be treated as a District contribution. If the Withdrawal Premium is not paid by its due date, it shall be treated as a delinquent contribution pursuant to paragraph 7(c) of the Agreement, subject to that paragraph's imposition of liquidated damages.

6. The Withdrawal Premium will be assessed against the District with respect to either a partial or complete termination of participation in the Trust. For example, if a District withdraws only management employees from the Trust, while bargaining unit employees continue to participate in the Trust, a Withdrawal Premium will be due only with respect to the employees who are withdrawn.

7. This provision for withdrawal liability will expire upon the Trust's acceptance of an annual audit that verifies that either the full amount of the Withdrawal Premium has been paid, or no Withdrawal Premium is due. Expiration will not, however, apply to any withdrawal that occurred before such audit is accepted by the Board.

Dated: _____

GOLD COAST JOINT BENEFITS TRUST

By: _____

Dated: July 13, 2017

Oxnard SCHOOL DISTRICT

By: [Signature]

OXNARD SUPPORT SERVICES EMPLOYEES ASSOCIATION

Dated: 6-28-17

By: Brenda K. Muth

DATE OF SCHOOL BOARD RATIFICATION:

OSD BOARD AGENDA ITEM

Name of Contributor: Janet Penanhoat

Date of Meeting: 8/02/17

STUDY SESSION _____
CLOSED SESSION _____
SECTION A-1: PRELIMINARY _____
SECTION A-II: REPORTS SECTION _____
B: HEARINGS SECTION C: _____
CONSENT AGENDA X

Agreement Category:
_____ Academic
_____ Enrichment
_____ Special Education
_____ Support Services
_____ Personnel
_____ Legal
_____ Facilities

SECTION D: ACTION _____
SECTION F: BOARD POLICIES 1ST Reading _____ 2nd Reading _____

Purchase Order/Draft Payment Report #17-01(Penanhoat/Franz)

The attached report contains the following for the Board's approval/ratification:

1. A listing of Purchase orders issued 6/07/2017 through 7/19/2017 for the 2016-2017 school year, for \$1,223,519.31.
2. A listing of Purchase orders issued 6/07/2017 through 7/19/2017 for the 2017-2018 school year, for \$12,293,218.62.
3. A listing of Draft Payments issued 6/07/2017 through 7/19/2017 for the 2016-2017 school year, D7626-D7636 for the total amount of \$2,138.50.

RECOMMENDATION:

It is the recommendation of the Interim Assistant Superintendent, Business & Fiscal Services, and the Director of Purchasing that the Board of Trustees approve Purchase Order/Draft Payment Report #17-01 as submitted.

ADDITIONAL MATERIAL(S):

Attached: Purchase Order/Draft Payment Report #17-01(18 Pages)

Includes Purchase Orders dated 06/07/2017 - 07/19/2017 ***

PO Number	Vendor Name	Loc	Description	Order Amount
P17-05145	Staples Direct	DISTRICT OFFICE	Matl/Supl	231.96
P17-05272	Smart And Final Iris Co	LEMONWOOD	MATLS/ SUPL-INSTRUC	500.00
P17-05275	California Science Center	ASES	SERV	125.00
P17-05276	Aswell Trophy And Engraving	ROSE	MATLS/ SUP	478.41
P17-05279	Ventura Co Office Of Education	Special Ed	CONF	225.00
P17-05281	LUIS LEON	LEMONWOOD	T1/MATL-SUP	461.76
P17-05282	Ventura Co Office Of Education	DRIFFILL	CONF/ ADMIN	25.00
P17-05283	Div Of The State Architect	FACILITIES	DSA FEES	500.00
P17-05284	CASBO	PERSONNEL	SERV/ADMIN	150.00
P17-05287	Barnes And Noble	SORIA	BKS (Instructional)	500.85
P17-05297	Pesi, Inc	Pupil Srvs	CONF	219.99
P17-05298	UNITED RECORDS MANAGEMENT	DISTRICT OFFICE	SERV/ADMIN	250.00
P17-05300	2 B Mobile	Special Ed	MATLS/ INSTRUCTION	780.76
P17-05302	Airgas USA Inc	MARSHALL	MATLS/ INSTRUCTION	122.98
P17-05306	Affordable Tables And Chairs,	ED SERVICES	RENTALS	187.00
P17-05309	Aswell Trophy And Engraving	ENGLISH LEARNE	MATLS/ INSTRUCTION	94.82
P17-05310	CHARLES M PARRENT DBA/ FALCON ROOFING COMPANY	FACILITIES	REPAIR/DRI/KAM/CHA/FRA	985.00
P17-05311	Lifetouch	LEMONWOOD	materials-instruction	445.17
P17-05312	Shea, Ginger R	ASES	SERV	270.00
P17-05315	Aswell Trophy And Engraving	CHAVEZ	SERV	223.05
P17-05318	Ventura Co Office Of Education	ASSESS ACCOUN	CONF/INSTRUCTION	50.00
P17-05319	CDW G	PURCHASING	MATLS/ SUPL-ADMIN	151.21
P17-05320	SWRCB/SW Fees	FACILITIES	Service	861.00
P17-05321	Walmart	Special Ed	INSTR MATL	800.00
P17-05323	Myers Stevens And Toohey And	MARSHALL	INS/ INSTRUC	672.00
P17-05328	Douglas Needham dba Ventura La minating	GRAPHICS	Materials and Supplies	169.86
P17-05330	Pat-Chem Laboratories	TRANSPORTATIO	SERVICES	300.00
P17-05331	First Picks Bread Co VII Paner a Bread	ED SERVICES	Matl/SUP	208.91
P17-05332	Varidesk, LLC	ASES	Mtrl/ Supl	743.48
P17-05338	FM Architecture Inc	ED SERVICES	SVC/HAY-FRA	742.44
P17-05339	Home Depot Inc	ASES	MATLS/SUP- INSTR	80.00
P17-05340	Lowe's	ASES	MATLS/ INSTR HAY	41.26
P17-05342	Turf Star	FACILITIES	MTLS/SUPL	110.06
P17-05343	Sunesys	IT	SVC/ ERATE	822.72
P17-05349	MJP Technologies, Inc	IT	EQUIP (UPS/McA)	943.64
P17-05352	Aswell Trophy And Engraving	LEMONWOOD	INSTR MATL	.00
P17-05353	Aswell Trophy And Engraving	MARSHALL	MSTL/INSTR	9.72
P17-05354	MARIE GRACE GREGORIO-OVIEDO	ED SERVICES	HYDOCK/FRANK SERV	750.00
P17-05359	GJM DISTRIBUTOR INC. TRI COUNT Y BREAD SERVICE	CNS	SUMMER FEEDING PROG	491.30
P18-00043	CA Dance & Movement Workshop	HAYDOCK	CONF-INSTRUCTION	945.00
P18-00064	CCAC Conference Registration A ttn: Lisa Fercano	HR	Conf/Travel	308.48
P18-00072	Arrowhead Drinking Water	WAREHOUSE	MATLS	100.00
P18-00074	Calif State Board	PURCHASING	FUEL	50.00

*** See the last page for criteria limiting the report detail.

The preceding Purchase Orders have been issued in accordance with the District's Purchasing Policy and authorization of the Board of Trustees. It is recommended that the preceding Purchase Orders be approved and that payment be authorized upon delivery and acceptance of the items ordered.

ESCAPE ONLINE

Page 1 of 6

Includes Purchase Orders dated 06/07/2017 - 07/19/2017 ***

PO Number	Vendor Name	Loc	Description	Order Amount
P18-00081	Costco Wholesale	PURCHASING	MEMB	120.00
P18-00088	Power Machinery Center	PURCHASING	MAINT	750.00
P18-00089	Sams Club 6455	PURCHASING	MEMB	75.00
P18-00093	Southern Calif Gas Co	TRANSPORTATIO	FUEL	150.00
P18-00095	Ups	DISTRICT OFFICE	postage	200.00
P18-00108	Ventura Co Office Of Education	ASES	Conf	370.00
P18-00109	VCOE - 0950	Pupil Srvs	CONF	125.00
P18-00113	General Binding Corp.	LEMONWOOD	MAINT-instruction	719.91
P18-00125	Printech	SIERRA LINDA	MAINT-instruction	800.00
P18-00126	Printech	SAN MIGUEL	MAINT/ INSTRUCTION	750.00
P18-00127	General Binding Corp.	HAYDOCK	MAINT-instruction	762.21
P18-00128	General Binding Corp.	MCAULIFFE	MAINT-instruction	502.94
P18-00133	Ventura Co Office Of Education	MARSHALL	CONF - School Administration	125.00
P18-00137	General Binding Corp.	MARSHALL	MAINT-Instruction	605.70
P18-00138	Southwest Airlines	HARRINGTON	TRAVEL & CONF. INSTRUCTION	356.91
P18-00141	League Of California Cities	MARINA	TRAVL/CONF-Instructional	738.00
P18-00143	Printech	ELM	MAINT-instruction	850.00
P18-00144	Printech	MCKINNA	MAINT-instruction	850.00
P18-00146	General Binding Corp.	DRIFFILL	MAINT-Instruction	503.94
P18-00147	Staples Direct	NFL	Mat/Sup	779.49
P18-00148	JW MARRIOTT RESORT & SPA	MARINA	TRAVL/CONF-Instruction	936.52
P18-00149	Office Depot Bus Ser Div	NFL	Mat/Sup	95.51
P18-00151	Harris Water Conditioning	LEMONWOOD	RENT instruction	330.00
P18-00152	Fresh & Fabulous Cafe-Bakery	PERSONNEL	mat/sup	500.00
P18-00153	El Pollo Norteno Inc	PERSONNEL	mat/sup	500.00
P18-00156	General Binding Corp.	ERC	MAINT	438.05
P18-00174	Fresh & Fabulous Cafe-Bakery	HR	Serv-	754.25
P18-00175	Cabo Seafood Grill And Cantina	HR	Supp-	538.75
P18-00176	Tom Rey Garcia dba/ Tomas Cafe & Gallery	HR	Supp-	538.75
P18-00177	Costco Wholesale	HR	Supp-	538.75
P18-00178	Sams Club 6455	HR	Supp-	538.75
P18-00179	El Pollo Norteno Inc	HR	Supp-	538.75
P18-00180	Marie Callenders	HR	Supp-Recruitment for school year supplies 2017/18	538.75
P18-00181	Smart And Final Iris Co	HR	Supp-	538.75
P18-00182	Vallarta	HR	Supp-	538.75
P18-00183	La Especial Bakery	HR	Supp-	538.75
P18-00184	Rubio Meats, Inc Taco Inn Family Restaurant	HR	Supp-	538.75
P18-00187	Frontier California Inc	PURCHASING	COMM/BEST PROG	550.00
P18-00201	Soap Man	TRANSPORTATIO	SUPPLIES	500.00
P18-00207	CAG	FRANK	Conf/ Instructional	990.00
P18-00208	University of Calif, Davis	FRANK	Conf/ Instructional	750.00
P18-00211	Pacific Distributors	ROSE	MATERIALS & SUPPLIES - INSTRUCTIONAL	500.00
P18-00212	Sams Club 6455	ROSE	MATERIALS & SUPPLIES - INSTRUCTIONAL	500.00
P18-00213	Sams Club 6455	ROSE	MATERIALS & SUPPLIES - INSTRUCTIONAL	500.00

*** See the last page for criteria limiting the report detail.

The preceding Purchase Orders have been issued in accordance with the District's Purchasing Policy and authorization of the Board of Trustees. It is recommended that the preceding Purchase Orders be approved and that payment be authorized upon delivery and acceptance of the items ordered.

ESCAPE ONLINE

Page 2 of 6

Includes Purchase Orders dated 06/07/2017 - 07/19/2017 ***

PO Number	Vendor Name	Loc	Description	Order Amount
P18-00214	Amazon Com	NFL	Matl/Sup	503.58
P18-00217	Petesehria, LLC PizzaMan Dan's	ELM	Matl/sup - Instructional	400.00
P18-00222	Office Depot Bus Ser Div	Pupil Srvs	MATL/SUP	65.19
P18-00226	Siemens Industry	FACILITIES	Service	694.00
P18-00227	Taylor's Steel And Welding	FACILITIES	Prof Service	905.00
P18-00231	CAG	SORIA	CONF (Instructional)	495.00
P18-00233	Office Depot Bus Ser Div	ED SERVICES	MATL/SUPP MSAP	225.82
P18-00234	Office Depot Bus Ser Div	ASSESS ACCOUN'	MATL	548.88
P18-00237	Best Western Pepper Tree Inn	SORIA	CONF (Instructional)	370.66
P18-00238	Airport Towing	FACILITIES	Service	500.00
P18-00239	B And R Tool and Supply Co	FACILITIES	Plumbing supplies	500.00
P18-00240	Buffums Safe and Lock	FACILITIES	Locksmith materials and supplies	500.00
P18-00241	Closet Factory dba Hardy & Son s	FACILITIES	Misc. Materials and Supplies	538.75
P18-00242	Frys Electronics	FACILITIES	Electrical materials and supplies	500.00
P18-00243	TRENCH PLATE RENTAL COMPANY	FACILITIES	Rental / Lease	500.00
P18-00244	Oxnard Auto Electric Co	FACILITIES	Eletrical materials and supplies	538.75
P18-00245	Zee Service Co	FACILITIES	Plumbing materials and supplies	500.00
P18-00246	WEST COAST SASH & DOOR, INC	FACILITIES	Misc materials and supplies	538.75
P18-00247	GMH INC dba/WEST COAST AIR CON DITIONING	FACILITIES	Repairs	500.00
P18-00248	PPG ARCHITECT COATINGS, LLC GL IDDEN PROFESSIONAL PAINT CTR	FACILITIES	Materials and Supplies	538.75
P18-00250	Dell Direct Sales Lp	PURCHASING	EQUIP	924.93
P18-00251	CAG	SORIA	CONF (Instructional)	990.00
P18-00252	Barnes And Noble	NFL	Matl/Sup	142.48
P18-00253	Sams Club 6455	ELM	Matl/Sup - Instructional	150.00
P18-00254	Smart And Final Iris Co	ELM	Matl/Sup - Instructional	500.00
P18-00255	Fred Pryor Seminars	CNS	SERV - online webinar	99.00
P18-00256	Smart And Final Iris Co	SIERRA LINDA	matl/sup - instructional	500.00
P18-00259	Identification & Security Inte	WAREHOUSE	Stores Supplies	344.80
P18-00260	SHRED-IT USA LLC	FREMONT	SERVICES-INSTRUCTIONAL	323.25
P18-00261	SHRED-IT USA LLC	MCKINNA	Serv-Instruction	400.00
P18-00262	SHRED-IT USA LLC	SIERRA LINDA	serv - instructional	350.00
P18-00266	Southwest Airlines	Pupil Srvs	CONF	672.90
P18-00267	Best Western Pepper Tree Inn	SORIA	CONF (Instructional)	406.80
P18-00268	Blick Art Materials	WAREHOUSE	Stores Supplies	195.24
P18-00269	Ccp Industries	WAREHOUSE	Stores Supplies	795.20
P18-00270	Ceramics And Crafts Warehouse	WAREHOUSE	Stores Supplies	225.47
P18-00271	Dunn Edwards	WAREHOUSE	Stores Supplies	342.39
P18-00272	Henry Schein	WAREHOUSE	Stores Supplies	638.57
P18-00273	BSN Sports	WAREHOUSE	Stores Supplies	387.90
P18-00274	Sams Club 6455	WAREHOUSE	Stores Supplies	268.84
P18-00275	ALPS GROUP 1 INC HOLIDAY INN C ARLSBAD	FRANK	Conf / Instructional	697.50
P18-00276	Spicers Paper Inc	WAREHOUSE	Stores Supplies	934.84
P18-00277	Smart And Final Iris Co	WAREHOUSE	Stores Supplies	334.37
P18-00278	Dell Direct Sales Lp	Pupil Srvs	MATL/SUP	483.56
P18-00280	Rochester 100, Inc	LEMONWOOD	MAT/SUPP (Instruction)	731.35

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Includes Purchase Orders dated 06/07/2017 - 07/19/2017 ***

PO Number	Vendor Name	Loc	Description	Order Amount
P18-00281	Read Naturally, Inc	KAMALA	MATL/SUPP- Instructional	276.92
P18-00286	CN School & Office Sol, Inc Cu Iver-Newlin	Pupil Srvs	MATL/SUP	360.39
P18-00288	Premier Agendas Inc	SIERRA LINDA	matl/sup - instructional	887.34
P18-00292	Lakeshore Learning Materials-V	LEMONWOOD	Materials and Supplies/INSTRUCTIONAL	67.79
P18-00293	NHR NEWCO HOLDINGS LLC CURVATU RE LLC	HR	Equip-	520.00
P18-00295	Aswell Trophy And Engraving	FACILITIES	Material and Supplies	500.00
P18-00296	Bucknail Power Tool Service	FACILITIES	Plumbing repair	500.00
P18-00297	C R Laurence Co Inc	FACILITIES	Window materials and supplies	500.00
P18-00298	Mostafa Gharebaghi 5 Points Sm og	FACILITIES	Service	538.75
P18-00299	Aswell Trophy And Engraving	MCKINNA	Materials & Supplies-Instruction	250.00
P18-00300	Batteries Plus	WAREHOUSE	Stores Supplies	801.40
P18-00301	Fitness Finders, Inc	LEMONWOOD	Materials and Supplies/INSTRUCTIONAL	763.62
P18-00303	Demco Inc	MCAULIFFE	MATL/SUPL-Instructional	215.04
P18-00305	Elan Publishing Co Inc	WAREHOUSE	Stores Supplies	477.22
P18-00306	Hilton Long Beach	LEMONWOOD	CONF/ADMIN	640.47
P18-00307	ACSA	LEMONWOOD	CONF/ADMIN	459.00
P18-00311	Pacific World Corporation	WAREHOUSE	Stores Supplies	899.28
P18-00453	DELTA EDUCATION	RITCHEN	MATL/SUP-Instructional	36.58
P18-00455	Academic Church & Choir Gowns Academic Cap & Gown	ELM	Matl - Instructional	637.88
P18-00456	Ventura Co Community College D	Special Ed	SERV (ESY)	300.00
P18-00457	UC Regents Billing & Payment S ervs	HR	Supp	755.00
P18-00459	City of LA Dept of Rec Griffit h Observatory	ASES	SERV	540.00
P18-00460	City of LA Dept of Rec Griffit h Observatory	ASES	SERV	540.00
P18-00461	City of LA Dept of Rec Griffit h Observatory	ASES	SERV	480.00
P18-00462	City of LA Dept of Rec Griffit h Observatory	ASES	SERV	620.00
P18-00463	California Science Center	ASES	SERV	100.00
P18-00464	California Science Center	ASES	SERV	100.00
P18-00465	California Science Center	ASES	SERV	100.00
P18-00487	SHRED-IT USA LLC	HAYDOCK	SERVICE-INSTRUCTION	400.00
P18-00490	Jersey Mike's-Victoria Ave	HAYDOCK	MATL/SUPPLY-PARENT PARTICIPATION	750.00
P18-00492	First Picks Bread Co VII Paner a Bread	HAYDOCK	MATL/SUPPLY-PARENT PARTICIPATION	500.00
P18-00501	Lowe's	DISTRICT OFFICE	Mtr/Supl	400.00
P18-00502	Home Depot Inc	DISTRICT OFFICE	MATLS/SUPL	400.00
P18-00503	Green Thumb International	DISTRICT OFFICE	MATR/SUPL	400.00
P18-00507	Lakeshore Learning Materials-V	ED SERVICES	MATL/SUPP - Instructional	300.00
P18-00508	Lakeshore Learning Materials-V	ED SERVICES	MATL/SUPP - Instructional	300.00
P18-00511	Oriental Trading Co Inc	ED SERVICES	MATLS/SUPL	89.34
P18-00516	SHRED-IT USA LLC	ENGLISH LEARNE	Service	400.00
P18-00517	BMI Systems Group	LEMONWOOD	Materials and Supplies INSTRUCTIONAL	106.67
P18-00522	Ventura Co Office Of Education	HAYDOCK	CONF/ADMIN	60.00

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Includes Purchase Orders dated 06/07/2017 - 07/19/2017 ***

PO Number	Vendor Name	Loc	Description	Order Amount	
P18-00524	Robotics Ed & Competition Fdn	ED SERVICES	SERV - entrance fees Frank Field Trip	257.75	
P18-00527	Victor Manuel Tenorio 101 Glas s & Mirror	FACILITIES	Misc. materials and supplies	538.75	
P18-00532	Office Depot Bus Ser Div	SIERRA LINDA	matl/sup - office	696.10	
P18-00538	Office Depot Bus Ser Div	BUSINESS	supplies	43.09	
P18-00540	Office Depot Bus Ser Div	PURCHASING	MATLS	700.00	
P18-00547	Rochester 100, Inc	SORIA	MATL/SUP (Admin)	312.48	
P18-00548	CDW G	BUSINESS	materials/supplies	692.88	
P18-00557	Miguel Mijares M & M Sports	ASSESS ACCOUN	MATL	307.09	
P18-00561	Hilton Anaheim	HR	Travel/Conf	703.77	
P18-00562	UNITED RECORDS MANAGEMENT	PURCHASING	SERV	700.00	
P18-00564	Amazon Com	Special Ed	MATLS(ESY)	965.33	
P18-00565	Ventura Co Star	BUSINESS	SERV	486.72	
P18-00567	RADISSON HOTEL NEWPORT BEACH	BUSINESS	CONF	563.34	
P18-00569	CDW G	IT	SERV (PA System for DO)	850.00	
P18-00579	Express Business Machines	PURCHASING	MAINT	650.00	
P18-00586	Battery Systems Inc	WAREHOUSE	Repairs	134.69	
Total Number of POs			188	Total	86,770.96

Fund Recap

Fund	Description	PO Count	Amount
010	GENERAL FUND	37	7,081.12
130	CAFETERIA FUND	1	491.30
213	BOND FUND MEASURE R 2012	1	861.00
251	DEVELOPER FEES	1	6,290.93
Total Fiscal Year 2017			14,724.35
010	GENERAL FUND	147	71,460.89
130	CAFETERIA FUND	1	99.00
214	BOND FUND MEASURE D 2016	1	486.72
Total Fiscal Year 2018			72,046.61
Total			86,770.96

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Includes Purchase Orders dated 06/07/2017 - 07/19/2017 ***

PO Changes

	<u>New PO Amount</u>	<u>Fund/ Object</u>	<u>Description</u>	<u>Change Amount</u>
P17-00696	1,700.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	700.00
P17-01242	2,177.73	251-6418	DEVELOPER FEES/COMPUTER EQUIPMENT OVER \$5,0	188.01
P17-01358	2,300.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	424.27
P17-01598	600.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	300.00
P17-02341	650.21	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	100.00
P17-02466	648.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	324.00
P17-04453	565.34	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	40.93-
P17-04462	436.00	010-4200	GENERAL FUND/BOOKS OTHER THAN TEXTBOOKS	42.02-
P17-04580	536.60	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	34.48-
P17-04844	430.26	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	7.42
P17-04947	11,602.78	010-4418	GENERAL FUND/COMPUTER EQUIPMENT OVER \$500	160.49
P17-05184	39,011.02	010-5600	GENERAL FUND/RENTALS, LEASES AND REPAIRS	.00
P17-05267	1,163.70	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	294.16
P17-05286	3,090.00	010-5818	GENERAL FUND/SOFTWARE/LIC-APPLICATIONS	250.00
P17-05307	1,243.41	130-4700	CAFETERIA FUND/FOOD	137.38-
P18-00173	91,706.28	010-6400	GENERAL FUND/EQUIPMENT	8,919.62-
P18-00479	9,921.08	010-4418	GENERAL FUND/COMPUTER EQUIPMENT OVER \$500	996.28
			Total PO Changes	5,429.80-

Information is further limited to: (Maximum Amount = 999.99)

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Includes Purchase Orders dated 06/07/2017 - 07/19/2017 ***

PO Number	Vendor Name	Loc	Description	Order Amount
NP17-00091	Gold Star Foods	CNS	stores	7,757.53
NP17-00092	Gold Star Foods	CNS	stores	6,784.74
NP17-00093	Gold Star Foods	CNS	stores	12,239.96
NP18-00001	Gold Star Foods	CNS	stores	11,599.83
P17-00634	Bernardo's Flowes Inc	ED SERVICES	MATL/SUP	1,080.00
P17-04947	Dell Direct Sales Lp	ROSE	EQUIP/LAPTOPS (INSTRUCTIONAL)	11,602.78
P17-05205	Ventura Co Office Of Education	MCAULIFFE	CONF-Instructional (6/20-6/22)	3,594.00
P17-05221	Office Depot Bus Ser Div	MCAULIFFE	MATL/SUPL-Instructional	4,221.21
P17-05271	Costco Wholesale	LEMONWOOD	MATLS/ SUPL-INSTRUC	1,500.00
P17-05273	Best Buy	SORIA	Instr Matl	1,583.88
P17-05274	Pitsco Inc	SORIA	MATLS/SUP-INSTRUCTION	4,196.87
P17-05277	Veritiv Operating Company	WAREHOUSE	Stores Supplies	4,522.70
P17-05278	Frontline Technologies Grp LLC	HR	Serv-	28,632.00
P17-05280	CENTER FOR COLLABORATIVE SOLUTIONS	ED SERVICES	SERV	3,000.00
P17-05285	NOLTE ASSOCIATES INC	FACILITIES	BOND/BLDG (MATL TEST/INSP - SAN MIGUEL)	12,711.30
P17-05286	Brainpop Com Llc	BREKKE	online subscription-Instruction	3,090.00
P17-05288	Guitar Center	MCAULIFFE	MATLS/ SUPL-ADMIN	1,621.57
P17-05289	MESA ENERGY SYS INC dba EMCOR SVCS MESA ENERGY	FACILITIES	BLDG/ DEF MAINT ONE TIME FUNDS (SUPT-GRAPHICS)	27,845.00
P17-05290	Precision Environmental Inc	FACILITIES	BLDG/ DEF MAINT (FRE-DRI ASBESTOS LEAD ABATE)	2,660.00
P17-05291	Petroleum Telcom Inc DBA Telecom	MARINA	MATLS/ SUPL- ADMIN	2,262.75
P17-05292	BR AND ASSOCIATES	FACILITIES	DEF MAINT (DSA SVCS -CHA HVAC-SM PORT)	36,000.00
P17-05293	NOLTE ASSOCIATES INC	FACILITIES	BLDG/MAINT-MSAP (MATL TEST/INSP - CHA & HAY)	10,067.50
P17-05294	NOLTE ASSOCIATES INC	FACILITIES	DEF MAINT (DSA SVCS - CUR FIRE SPRINKLERS))	10,200.00
P17-05295	Casa Pacifica	Special Ed	SERV (DM091308)	11,573.52
P17-05296	Ventura Co Office Of Education	Pupil Srvs	SERV	8,000.00
P17-05299	AMERICAN AIRLINES	ED SERVICES	CONF	16,962.82
P17-05301	Virganth Haur Evolving Solutions, LLC	IT	REPAIR	13,245.00
P17-05303	Miguel Mijares M & M Sports	ENGLISH LEARNE	MATLS/ INSTRUC	1,341.06
P17-05304	Ricoh Usa, Inc	PURCHASING	SERV	29,497.84
P17-05305	Miguel Mijares M & M Sports	ED SERVICES	MATL/SUPL	1,451.39
P17-05307	P And R Paper Supply Co	CNS	SUPP/FOOD	1,243.41
P17-05308	Veritiv Operating Company	GRAPHICS	Materials and Supplies	2,839.44
P17-05313	Jostens, Inc	LEMONWOOD	INSTR MATL	1,982.08
P17-05314	Jostens, Inc	CHAVEZ	INSTR MATL	1,771.84
P17-05322	VIOLA INC.	FACILITIES	DEF MAINT ONE TIME FUNDS/BLDG (SM PORTABLES)	819,000.00
P17-05324	KENCO CONSTRUCTION SVCS INC	FACILITIES	DEF MAINT-MSAP/BLDG/FRA-HAY-DRI DSA INSP SVCS	10,920.00
P17-05325	Lifetouch	HARRINGTON	INSTR MATL	1,226.04
P17-05326	Scholastic Book Fairs	HARRINGTON	INSTR MATL	2,632.57
P17-05327	McCarty And Sons Towing	TRANSPORTATIO	REPAIR	1,890.00
P17-05329	Casa Pacifica	Special Ed	SERV (TA021803)	9,566.00

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Includes Purchase Orders dated 06/07/2017 - 07/19/2017 ***

PO Number	Vendor Name	Loc	Description	Order Amount
P17-05333	Ventura Co Star	PURCHASING	SVC/LEGAL AD (HARRINGTON ECDC-REBID)	1,596.12
P17-05335	Apple Computer Inc	RITCHEN	software	20,000.00
P17-05336	Ventura Co Office Of Education	Special Ed	SERV (JV120313)	3,401.76
P17-05337	Passageway School Inc	Special Ed	SERV (LK092804)	5,269.59
P17-05341	RINCON CONSULTANTS INC	FACILITIES	BOND/BLDG/PROJ 5-ELM (ENV SUPPORT SVCS)	6,972.00
P17-05344	Reagan Library	ASES	SERV	1,782.00
P17-05345	MJP Technologies, Inc	IT	EQUIP (UPS / ELM SCHOOL)	1,036.73
P17-05346	MJP Technologies, Inc	IT	EQUIP (UPS / MW)	1,427.85
P17-05347	MJP Technologies, Inc	IT	EQUIP (UPS/SL)	1,266.45
P17-05348	MJP Technologies, Inc	IT	EQUIP (UPS/SORIA)	1,812.93
P17-05350	MJP Technologies, Inc	IT	EQUIP (UPS/McK)	1,725.88
P17-05351	MJP Technologies, Inc	IT	EQUIP (UPS/RAMONA)	1,403.07
P17-05355	Aswell Trophy And Engraving	HR	Supplies	1,204.65
P17-05356	The Berry Man Inc	CNS	SUMMER FEEDING PROG	4,950.40
P17-05357	Driftwood Dairy Inc	CNS	SUMMER FEEDING PROG	3,466.39
P17-05358	Jordanos Inc	CNS	SUMMER FEEDING PROG	13,172.34
P17-05360	Ventura Co Office Of Education	Pupil Svcs	CONF	5,990.00
P18-00031	Smart And Final Iris Co	SUPERINTENDEN	SUP	1,000.00
P18-00060	ACSA	HR	Serv-	1,000.00
P18-00061	BIOMETRICS4ALL, INC	HR	Serv-	2,000.00
P18-00062	Calif Assn Of Latino Supt & Ad	HR	Serv-	1,000.00
P18-00063	Coastal Occupational Med Grp	HR	Serv-	5,000.00
P18-00065	Cal State LA Univ Aux Ser, Inc	HR	Serv-	6,452.78
P18-00066	ACSA	ED SERVICES	CONF	1,675.00
P18-00067	FOLLETT SCHOOL SOLUTIONS, INC	ED SERVICES	Software	49,996.54
P18-00068	All Languages Interpreting & T ranslating	SUPERINTENDEN	SERV	12,000.00
P18-00069	Lifesigns Inc	ED SERVICES	T1/SVC	5,000.00
P18-00070	American Language Services	ED SERVICES	T1/SERV	5,000.00
P18-00071	ETS Star Technical Assistanc A ttn: Data Coor	ED SERVICES	Materials & Supplies	2,844.60
P18-00073	Arrowhead Drinking Water	PURCHASING	matts/ supl	4,800.00
P18-00075	Calif State Dept Of Justice	PURCHASING	SERVICE	35,000.00
P18-00076	Cci Mail Systems	PURCHASING	SUPPLIES	2,600.00
P18-00077	City Of Oxnard	PURCHASING	UTIL/WATER	550,000.00
P18-00078	Cmrs Tms	PURCHASING	POSTAGE	125,000.00
P18-00079	Coastal Occupational Medical	HR	SERV	20,000.00
P18-00080	Coastal Occupational Med Grp	HR	Serv	5,240.00
P18-00082	Federal Express Corp	PURCHASING	POSTAGE	3,000.00
P18-00083	Frontier California Inc	PURCHASING	COMM	2,400.00
P18-00084	Frontier California Inc	PURCHASING	COMM	320,000.00
P18-00085	Garda Ci West, Inc	PURCHASING	SERVICE	5,000.00
P18-00086	Pitney Bowes Global Financial	GRAPHICS	LEASE/MAINT	6,768.00
P18-00087	Postage One	PURCHASING	POSTAGE	1,500.00
P18-00090	Solarcity Billing Dept	BUSINESS	UTIL	150,000.00
P18-00091	Southern Calif Edison Co	DISTRICT OFFICE	UTIL	1,500,000.00
P18-00092	Southern Calif Gas Co	DISTRICT OFFICE	UTIL/ NATURAL GAS	80,000.00

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Includes Purchase Orders dated 06/07/2017 - 07/19/2017 ***

PO Number	Vendor Name	Loc	Description	Order Amount
P18-00094	TIME WARNER CABLE	DISTRICT OFFICE	COMM	100,000.00
P18-00096	Verizon Select Services	DISTRICT OFFICE	COMM	2,500.00
P18-00097	LATINO FILM INSTITUTE YOUTH CI NEMA PROJECT	RAMONA	SERV	79,493.20
P18-00098	Coast To Coast Computer Prod	FREMONT	Materials and Supplies-Instructional	10,000.00
P18-00099	Printech	FREMONT	Materials and Supplies-Instructional	4,000.00
P18-00100	Aswell Trophy And Engraving	FREMONT	Materials and Supplies-Instructional	2,500.00
P18-00101	Doubletree Hotel Mission Vall	ASSESS ACCOUN	CONF	48,205.08
P18-00102	California School Boards Assoc	SUPERINTENDEN	online licence	8,590.00
P18-00103	Orkin Exterminator	PURCHASING	SERVICE	1,500.00
P18-00104	Office Depot Bus Ser Div	FREMONT	Materials and Supplies-Instructional	10,775.00
P18-00105	Silvas Oil Company Inc	DISTRICT OFFICE	FUEL	72,500.00
P18-00106	De Lage Landen Operational Ser	GRAPHICS	LEASE	9,535.56
P18-00107	Dave Bang Associates Inc	FACILITIES	BUILDINGS AND IMPROVEMENTS	172,967.74
P18-00110	Ventura Co Office Of Education	ASSESS ACCOUN	PROF SERV	55,770.00
P18-00111	SHRED-IT USA LLC	PURCHASING	SERV	2,500.00
P18-00112	UNITED RECORDS MANAGEMENT	DISTRICT OFFICE	SERV/ADMIN	1,000.00
P18-00114	City Of Oxnard	SUPERINTENDEN	SERV	263,610.00
P18-00115	City Of Oxnard (Rec Svcs) Rec & Comm Svcs	ASES	SERV	2,305,000.00
P18-00116	Lakeshore Learning Materials-V	NFL	Mat/Sup	1,386.17
P18-00117	Printech	BREKKE	MAINT-instruction	1,445.00
P18-00118	Printech	CHAVEZ	MAINT-instruction	1,500.00
P18-00119	Printech	FREMONT	MAINT-instruction	3,025.00
P18-00120	Printech	HARRINGTON	MAINT-instruction	1,100.00
P18-00121	Printech	HAYDOCK	MAINT-instruction	1,625.00
P18-00122	Printech	MARINA	MAINT-instruction	2,025.00
P18-00123	Printech	MCAULIFFE	MAINT-instruction	1,150.00
P18-00124	Printech	RITCHEN	MAINT-instruction	1,750.00
P18-00129	KNOWLAND CONSTRUCTION SVCS	FACILITIES	BOND/BLDG/HAR ECDC (DSA IOR SVCS)	120,960.00
P18-00130	Printech	KAMALA	MAINT-instruction	2,500.00
P18-00131	Printech	LEMONWOOD	MAINT-instruction	1,975.00
P18-00132	Printech	ROSE	MAINT-instruction	2,150.00
P18-00134	Alta Dena	NFL	Mat/Sup	1,077.50
P18-00135	SDE Inc	HARRINGTON	TRAVEL & CONF INSTRUCTION	1,440.36
P18-00136	Venetian Casino Resort LLC	HARRINGTON	TRAVEL & CONF. INSTRUCTION	1,581.66
P18-00139	Printech	MARSHALL	MAINT-Instruction	4,011.11
P18-00140	California Science Center	ASES	SERV	2,370.00
P18-00142	Printech	DRIFFILL	MAINT-Instruction	1,400.00
P18-00145	Printech	SORIA	MAINT-Instruction	2,450.00
P18-00150	Office Depot Bus Ser Div	PERSONNEL	mat/sup	2,000.00
P18-00154	Smart And Final Iris Co	PERSONNEL	mat/sup	1,000.00
P18-00155	Printech	RAMONA	MAINT-instruction	1,912.56
P18-00157	Ventura Co Office Of Education	ASES	SERV (ASES LANGUAGE ARTS PROGRAM)	16,750.00
P18-00158	Ventura Co Office Of Education	ASES	SERV (ASES MATH PROGRAM)	21,800.00
P18-00159	Lowe's	FREMONT	Materials and Supplies-Instructional	1,000.00
P18-00160	Tolman & Wiker Ins	BUDGET	Insurance	2,024.00

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Includes Purchase Orders dated 06/07/2017 - 07/19/2017 ***

PO Number	Vendor Name	Loc	Description	Order Amount
P18-00161	Tolman & Wiker Ins	BUDGET	INS	2,136.00
P18-00162	Mutual Of Omaha Insurance Comp	BUDGET	Insurance Premium	38,500.00
P18-00163	KINGSMEN SHAKESPEARE COMPANY	ASES	SERV	34,000.00
P18-00164	EVERY MONDAY MATTERS INC	ASES	SERV	9,100.00
P18-00165	Ventura Co Office Of Education	Special Ed	SERV (OT/COTA SERVICES)	97,920.00
P18-00166	JENNY L PONZURIC /dba/JLJ CONS ULTING	Special Ed	SPEC ED/SERV	75,000.00
P18-00167	Wendy H Milligan dba/ Terra Fi rma Enterprises	RISK MGMT	SERV	16,640.00
P18-00168	Diane Turini-Mize	Special Ed	SVC/MEDI-CAL	92,000.00
P18-00169	enVision Consulting Group, Inc	ED SERVICES	SERV	5,000.00
P18-00170	MAHON, GLENDA C. dba/ ACTION P REPAREDNESS TRAINING	HR	SERV	6,500.00
P18-00171	VENTURA UNIFIED SCHOOL DIST	ED SERVICES	T1/SERV	3,523.93
P18-00172	Printech	FRANK	MAINT-Instruction	2,490.00
P18-00173	CN School & Office Sol, Inc Cu Iver-Newlin	SAN MIGUEL	EQUIP (NEW FURNITURE OFFICE/PORTABLE)	91,706.28
P18-00185	William Venegas Hip Hop Mindse t	ASES	SERV	45,000.00
P18-00186	AMERICAN LOGISTICS CO LLC	TRANSPORTATIO	SERV	25,000.00
P18-00188	AutoZone Stores, LLC	TRANSPORTATIO	SUPPLIES	1,500.00
P18-00189	Central Drug System Inc	TRANSPORTATIO	SERVICES	1,000.00
P18-00190	Cintas Corp #684	TRANSPORTATIO	RENTALS	15,000.00
P18-00191	CUMMINS PACIFIC, LLC	TRANSPORTATIO	SUPPLIES	5,000.00
P18-00192	Franklin Truck Parts Inc	TRANSPORTATIO	SUPPLIES	5,000.00
P18-00193	Greg's Petroleum Service, Inc	TRANSPORTATIO	MATERIALS	10,000.00
P18-00194	H&H Auto Parts Wholesale	TRANSPORTATIO	SUPPLIES	5,000.00
P18-00195	HI-LINE INC	TRANSPORTATIO	PARTS	3,000.00
P18-00196	The Hose-Man Inc	TRANSPORTATIO	SUPPLIES	1,500.00
P18-00197	LAWSON PRODUCTS INC	TRANSPORTATIO	SUPPLIES	2,500.00
P18-00198	Mac Tools	TRANSPORTATIO	SUPPLIES	1,000.00
P18-00199	O'REILLY AUTOMOTIVE STORES	TRANSPORTATIO	SUPPLIES	8,000.00
P18-00200	Howard Klein Snap-on Tools	TRANSPORTATIO	SUPPLIES	2,500.00
P18-00202	Voyager Fleet Systems Inc	TRANSPORTATIO	FUEL	25,000.00
P18-00203	Zee Service Co	TRANSPORTATIO	SUPPLIES	1,000.00
P18-00204	Smart And Final Iris Co	NFL	Mtis/Supp	2,000.00
P18-00205	Walmart	NFL	Mtis/supp	2,000.00
P18-00206	First Picks Bread Co VII Paner a Bread	ED SERVICES	Matl/SUP	1,000.00
P18-00209	Office Depot Bus Ser Div	MARINA	MATL/SUPL-Instructional	15,000.00
P18-00210	Office Depot Bus Ser Div	NFL	MTLS/SUPP	2,000.00
P18-00215	SEABRIDGE MASTER OWNERS ASSN c /o LORDON MANAGEMENT	ED SERVICES	SERV	1,250.00
P18-00216	MCGRAW HILL EDUCATION, INC	ERC	TextBk	91,994.88
P18-00218	Durham School Services	TRANSPORTATIO	SERV	3,100,000.00
P18-00219	Office Depot Bus Ser Div	ELM	Matl/Sup - Instructional	1,000.00
P18-00220	Office Depot Bus Ser Div	MCKINNA	Materials & Supplies-Instructional	1,911.23
P18-00221	Office Depot Bus Ser Div	ROSE	MATERIALS & SUPPLIES - INSTRUCTIONAL	1,500.00

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Includes Purchase Orders dated 06/07/2017 - 07/19/2017 ***

PO Number	Vendor Name	Loc	Description	Order Amount
P18-00223	EARTH SYSTEMS SO CALIFORNIA	FACILITIES	BOND/BLDG/GEOTECH ENG SVCS - DORIS/PATTERSON	33,000.00
P18-00224	TETRA TECH INC	FACILITIES	BOND/SITE/DORIS & PATTERSON/PIPELINE RISK ANALYSIS	4,500.00
P18-00225	TETRA TECH INC	FACILITIES	BOND/SITE/DORIS & PATTERSON/AVIATION RISK ASESS	35,000.00
P18-00228	STATE OF CALIFORNIA DEPT. OF C ONSERVATION	FACILITIES	Fees / Mckinna	3,600.00
P18-00229	Office Depot Bus Ser Div	IT	MATL/SUP (1:1 iPad Program)	7,003.75
P18-00230	Paradise Point Resort & Spa	ED SERVICES	CONF	1,493.67
P18-00232	Renaissance Learning Inc	ED SERVICES	online subscription	352,603.84
P18-00235	Roadrunner Shuttle And	ED SERVICES	MSAP	1,643.40
P18-00236	California School Boards Assoc	SUPERINTENDEN	CONF	4,400.00
P18-00249	Sunesys	IT	SVC/ ERATE	14,778.00
P18-00257	CN School & Office Sol, Inc Cu Iver-Newlin	MARINA	MAT/SUP (2ND GRADE - ROOM 505)	6,497.12
P18-00258	CN School & Office Sol, Inc Cu Iver-Newlin	WAREHOUSE	MAT/SUP (EXTRA STUDENT CHAIRS)	4,419.34
P18-00263	Office Depot Bus Ser Div	SORIA	MATL/SUP (Admin)	5,000.00
P18-00264	Petroleum Telcom Inc DBA Telecom	TRANSPORTATIO	Materials	5,206.35
P18-00279	Cardea Services	ED SERVICES	Textbooks-Human Growth & Development 7th gr.	19,737.15
P18-00282	Rochester 100, Inc	MCAULIFFE	MAT/SUPL-Instructional	1,132.72
P18-00283	School Mate	MCAULIFFE	MATL/SUPL-Instructional	1,016.40
P18-00284	Aswell Trophy And Engraving	FREMONT	Materials and Supplies-Instructional	2,500.00
P18-00285	Barnes And Noble	FREMONT	Materials/Supplies-Instructional	1,000.00
P18-00287	Rochester 100, Inc	SIERRA LINDA	matl/sup - instructional	1,309.16
P18-00289	A Z Bus Sales Inc	TRANSPORTATIO	SUPPLIES	50,000.00
P18-00290	Dynamic Green Products	TRANSPORTATIO	SUPPLIES	1,500.00
P18-00291	Parkhouse Tire, Inc	TRANSPORTATIO	REPAIRS	5,000.00
P18-00294	Colbi Technologies Inc	BUDGET	Contract Services	50,000.00
P18-00302	Lakeshore Learning Materials-V	ELM	Matl/Sup - Instructional	1,202.40
P18-00304	School Mate	RAMONA	Matl-Supl-Instructional	1,224.99
P18-00308	Lakeshore Learning Materials-V	NFL	MLS	2,000.00
P18-00309	Printech	CURREN	MAINT-Instruction	1,375.00
P18-00310	Printech	CURREN	MAINT-Instruction	1,260.00
P18-00312	All Phase Electric Supply	FACILITIES	Electrical Materials and Supplies	14,000.00
P18-00313	A-1 TRUCK & EQUIPMENT INC	FACILITIES	Vehicle repair	1,077.50
P18-00314	Allcable Inc	FACILITIES	Electrical materials and supplies	5,387.50
P18-00315	ALTA LIFT INC	FACILITIES	Service	5,000.00
P18-00316	American Time And Signal	FACILITIES	Audio Visual materials and supplies	7,542.50
P18-00317	AMERICAN AUTOMATIC DOORS, INC	FACILITIES	Repair	1,077.50
P18-00318	Astra Industrial Services In	FACILITIES	Misc materials and supplies	3,000.00
P18-00319	Batteries Plus	FACILITIES	Electrical materials and supplies	6,500.00
P18-00320	California Carbide	FACILITIES	Materials and supplies	1,000.00
P18-00321	California Quality Plastics	FACILITIES	Misc Materials and Supplies	1,000.00
P18-00322	Capp Inc	FACILITIES	HVAC materials and supplies	4,000.00
P18-00323	Chapins Equip Rentals	FACILITIES	Rental	2,155.00

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Includes Purchase Orders dated 06/07/2017 - 07/19/2017 ***

PO Number	Vendor Name	Loc	Description	Order Amount
P18-00324	Juan Gonzan DBA Classic Upholstery	FACILITIES	Repair	4,000.00
P18-00325	Coastal Pipco	FACILITIES	Plumbing materials and supplies	5,000.00
P18-00326	County First Fire Protection	FACILITIES	Service	9,000.00
P18-00327	Dunn Edwards	FACILITIES	Painting Supplies	2,693.75
P18-00328	Electronic Expeditors, Inc	FACILITIES	Electrical supplies	1,077.50
P18-00329	CHARLES M PARRENT DBA/ FALCON ROOFING COMPANY	FACILITIES	Roofing supplies	2,000.00
P18-00330	Ferguson Enterprises Inc	FACILITIES	Plumbing materials and supplies	20,000.00
P18-00331	FG Wilcox Inc	FACILITIES	HVAC materials and supplies	2,155.00
P18-00332	Florence Filter Corporation	FACILITIES	HVAC materials and supplies	6,465.00
P18-00333	Grainger Inc	FACILITIES	Misc materials and supplies	32,325.00
P18-00334	Home Depot Inc	FACILITIES	Misc materials and supplies	50,000.00
P18-00335	J A Sexauer Mfg Co	FACILITIES	Plumbing materials and supplies	16,162.50
P18-00336	Johnstone Supply	FACILITIES	HVAC materials and supplies	35,000.00
P18-00337	Lennox Industries Inc	FACILITIES	HVAC materials and supplies	25,000.00
P18-00338	McMaster Carr Supply Co	FACILITIES	Locksmith materials and supplies	32,325.00
P18-00339	Montgomery Hardware Company	FACILITIES	Locksmith materials and supplies	16,162.50
P18-00340	Appliance Parts of Oxnard, LLC	FACILITIES	HVAC materials and supplies	2,693.75
P18-00341	Pep Boys	FACILITIES	Parts	3,771.25
P18-00342	Pep Boys	FACILITIES	Repairs	2,693.75
P18-00343	PPG ARCHITECT COATINGS, LLC GL IDDEN PROFESSIONAL PAINT CTR	FACILITIES	Painting materials and supplies	5,000.00
P18-00344	Praxair Distribution Inc	FACILITIES	HVAC materials and supplies	4,310.00
P18-00345	Witherspoon Ent Inc DBA Port A Stor	FACILITIES	Rental / Lease	17,000.00
P18-00346	Refrigeration Hardware Suppl	FACILITIES	HVAC materials and supplies	5,000.00
P18-00347	Standard Plumbing Supply DBA H arbor Plumbing	FACILITIES	Plumbing materials and supplies	15,000.00
P18-00348	Tech-Wall Of Ventura Inc	FACILITIES	Repairs	1,000.00
P18-00349	Tremco Incorporated	FACILITIES	Roofing materials and supplies	1,500.00
P18-00350	United Refrigeration Inc	FACILITIES	HVAC materials and supplies	26,937.50
P18-00351	US Air Conditioning Dist	FACILITIES	HVAC materials and supplies	7,003.75
P18-00352	Vista Ford Of Oxnard	FACILITIES	Repairs	5,000.00
P18-00353	Del Norte Recycling Center	FACILITIES	Prof Service	5,926.25
P18-00354	Desoto Sales Inc	FACILITIES	Flooring materials and supplies	3,232.50
P18-00355	Dial Security	FACILITIES	Alarm repairs	15,000.00
P18-00356	Draperly Affair The Floor Store	FACILITIES	Flooring materials and supplies	7,500.00
P18-00357	Durbiano Fire Equipment Co	FACILITIES	Service	12,930.00
P18-00358	Ertel Cabinets & Millwork	FACILITIES	Misc materials and supplies	5,000.00
P18-00359	GCS Service Inc	FACILITIES	HVAC materials and supplies	5,387.50
P18-00360	Foundation Building Matls, LLC	FACILITIES	Misc materials and supplies	15,085.00
P18-00361	Gold Coast Glass Inc	FACILITIES	Window repair	5,387.50
P18-00362	Sprinkle Tire, Inc	FACILITIES	Repair	3,232.50
P18-00363	Kimball Midwest	FACILITIES	Misc materials and supplies	8,620.00
P18-00364	Hagle Lumber	FACILITIES	Structural materials and supplies	5,000.00
P18-00365	Hardnox Llc	FACILITIES	Materials and supplies	4,000.00
P18-00366	John Pence Building Specs Inc	FACILITIES	Repairs	2,155.00
P18-00367	JW Enterprises	FACILITIES	Service	5,800.00

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Includes Purchase Orders dated 06/07/2017 - 07/19/2017 ***

PO Number	Vendor Name	Loc	Description	Order Amount
P18-00368	Kason Western Industries	FACILITIES	Locksmith materials and supplies	3,000.00
P18-00369	Keenan Supply	FACILITIES	Plumbing supplies	3,000.00
P18-00370	Kone Inc	FACILITIES	Service	21,000.00
P18-00371	Gold Coast Steel & Supply Inc	FACILITIES	Materials and supplies	1,616.25
P18-00372	Low Voltage Solutions	FACILITIES	Service	1,000.00
P18-00373	Marinelock	FACILITIES	Locksmith materials and supplies	1,077.50
P18-00374	Paul Moore dba/ Moore Fabricat ion	FACILITIES	Materials and supplies	1,616.25
P18-00375	Motion Industries Inc	FACILITIES	HVAC materials and supplies	3,000.00
P18-00376	NISSEN & COMPANY, INC	FACILITIES	Materials and supplies	1,616.25
P18-00377	Oxnard Pipe & Supply Co	FACILITIES	Plumbing materials and supplies	5,000.00
P18-00378	Pacificom Coast Sound And	FACILITIES	Audio visual materials and supplies	6,500.00
P18-00379	Package Products & Services In	FACILITIES	Prof Service	5,500.00
P18-00380	Parts Town, LLC	FACILITIES	Materials and supplies	3,000.00
P18-00381	Paradise Chevrolet	FACILITIES	Repairs	2,500.00
P18-00382	Vista Ford Of Oxnard	FACILITIES	Misc materials and supplies	1,077.50
P18-00383	Variety Lighting Supply	FACILITIES	Electrical materials and supplies	3,771.25
P18-00384	VER SALES, INC	FACILITIES	Materials and supplies	2,155.00
P18-00385	Pyro Comm Systems Inc	FACILITIES	Repair	5,387.50
P18-00386	SIGNET CONTROLS, INC	FACILITIES	Prof Service	70,000.00
P18-00387	Shiffler Equipment	FACILITIES	Misc materials and supplies	1,077.50
P18-00388	Sports Facilities Group, Inc	FACILITIES	Repair	2,000.00
P18-00389	Scotty Chitwood Company	FACILITIES	Materials and supplies	1,000.00
P18-00390	JuengermannInc dba Spring Indu stries	FACILITIES	Materials and supplies	1,077.50
P18-00391	SCOTT MACHINE DEV CORP	FACILITIES	Materials and supplies	1,077.50
P18-00392	Pyro Comm Systems Inc	FACILITIES	Audio visual materials and supplies	4,000.00
P18-00393	Ron's Signs	FACILITIES	Materials and supplies	3,232.50
P18-00394	Office Depot Bus Ser Div	FACILITIES	Materials and supplies	7,003.75
P18-00395	Joe F Alvarez Tri County Rhino	FACILITIES	Prof Service	3,232.50
P18-00396	The Glass Wizard	FACILITIES	Repairs	2,693.75
P18-00397	Ventura Co Overhead Door Co	FACILITIES	Prof Service	2,000.00
P18-00398	Western Drain Supply	FACILITIES	Plumbing materials and supplies	2,500.00
P18-00399	Cyber Copy Inc	FACILITIES	Prof Service	3,000.00
P18-00400	Superior Sanitary Supplies	FACILITIES	Custodial Repairs	16,500.00
P18-00401	Superior Sanitary Supplies	FACILITIES	Materials and Supplies	23,000.00
P18-00402	Sinclair Sanitary Supply Inc	FACILITIES	Materials and Supplies	2,155.00
P18-00403	Batteries Plus	FACILITIES	Materials and Supplies	2,155.00
P18-00404	Extreme Clean	FACILITIES	Materials and Supplies	2,000.00
P18-00405	Grainger Inc	FACILITIES	Materials and Supplies	2,155.00
P18-00406	Home Depot Inc	FACILITIES	Materials and Supplies	2,155.00
P18-00407	Hillyard Inc	FACILITIES	Materials and Supplies	2,155.00
P18-00408	Hillyard Inc	FACILITIES	Repairs	2,155.00
P18-00409	Veritiv Operating Company	FACILITIES	Materials and Supplies	1,077.50
P18-00410	Vista Ford Of Oxnard	FACILITIES	Repairs	3,771.25
P18-00411	Pep Boys	FACILITIES	Repairs	2,155.00
P18-00412	Ventura Pest Control	FACILITIES	Prof Service	12,930.00
P18-00413	R A ATMORE AND SONS, INC	FACILITIES	Prof Service	4,848.75
P18-00414	McCarty And Sons Towing	FACILITIES	Prof Service	1,616.25
P18-00415	Green Thumb International	FACILITIES	Landscape supplies	8,620.00

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Includes Purchase Orders dated 06/07/2017 - 07/19/2017 ***

PO Number	Vendor Name	Loc	Description	Order Amount
P18-00416	Grainger Inc	FACILITIES	Misc. Supplies	5,387.50
P18-00417	Gold Coast Steel & Supply Inc	FACILITIES	Materials and Supplies	1,077.50
P18-00418	Home Depot Inc	FACILITIES	Misc. Supplies	11,852.50
P18-00419	HARBOR FREIGHT TOOLS	FACILITIES	Misc. Supplies	1,077.50
P18-00420	Turf Star	FACILITIES	Equipt. Parts	5,387.50
P18-00421	Palm Flex Inc	FACILITIES	Materials and Supplies	1,077.50
P18-00422	Pep Boys	FACILITIES	Misc. Supplies	2,155.00
P18-00423	Port Hueneme Marine Sup Co I	FACILITIES	Misc. Supplies	1,616.25
P18-00424	Praxair Distribution Inc	FACILITIES	Misc. Supplies	1,077.50
P18-00425	Prime Building Materials	FACILITIES	Misc. Supplies	3,232.50
P18-00426	Smith Pipe And Supply Co	FACILITIES	Misc. Supplies	16,162.50
P18-00427	SPECTRATURF	FACILITIES	Misc. Supplies	5,387.50
P18-00428	State Ready Mix Inc	FACILITIES	Materials and Supplies	1,616.25
P18-00429	Agromin	FACILITIES	Landscpae Supplies	4,310.00
P18-00430	Boething Treeland Farms Inc	FACILITIES	Landscape supplies	1,077.50
P18-00431	MCT Trailers	FACILITIES	Repairs	3,232.50
P18-00432	Agrx	FACILITIES	Misc. Supplies	6,465.00
P18-00433	Ahern Rentals	FACILITIES	Rental	2,693.75
P18-00434	Artesia Sawdust Products, Inc	FACILITIES	Misc. Supplies	13,000.00
P18-00435	Astra Industrial Services In	FACILITIES	Misc. Supplies	2,155.00
P18-00436	Cal Coast Machinery Inc	FACILITIES	Materials and Supplies	3,232.50
P18-00437	Coastal Pipco	FACILITIES	Misc. Supplies	6,465.00
P18-00438	Commercial Landscape Supply	FACILITIES	Misc. Supplies	3,232.50
P18-00439	Conejo Concrete Pumping Serv	FACILITIES	Materials and Supplies	5,387.50
P18-00440	Daniels Tire Service	FACILITIES	Repairs	4,310.00
P18-00441	Ewing Irrigation Products Inc	FACILITIES	Misc. Supplies	2,693.75
P18-00442	Mar Co Equipment Co	FACILITIES	Equipt. Parts	3,232.50
P18-00443	Mariposa Landscapes, Inc	FACILITIES	Prof. Services	5,387.50
P18-00444	Diamond A Equipment	FACILITIES	Prof. Service	8,620.00
P18-00445	Jacobsen West Textron Inc	FACILITIES	Prof. Service	6,249.50
P18-00446	Univar	FACILITIES	Materials and Supplies	1,616.25
P18-00447	West Coast Tree Service	FACILITIES	Prof. Services	5,387.50
P18-00448	Oxnard Auto Electric Co	FACILITIES	Misc. Supplies	1,077.50
P18-00449	White Cap Industries Inc	FACILITIES	Misc. Supplies	2,693.75
P18-00450	Mayan Hardwood Inc	FACILITIES	Flooring materials and Supplies	2,693.75
P18-00451	BAVCO	FACILITIES	Equipt. Parts	4,000.00
P18-00452	Lakeshore Learning Materials-V	MARINA	MATL/SUP (ROOM #505)	1,550.79
P18-00454	The Tree House, Inc	ELM	Matl/Sup - Instructional	5,856.48
P18-00458	Kamran And Co Inc	CNS	equipment	13,879.37
P18-00466	Sinclair Sanitary Supply Inc	WAREHOUSE	Stores Supplies	4,357.41
P18-00467	Southwest School & Office Sup	WAREHOUSE	Stores Supplies	2,012.55
P18-00468	Acorn Paper Products Co	WAREHOUSE	Stores Supplies	2,536.11
P18-00469	Southwest School & Office Sup	WAREHOUSE	Stores Supplies	10,840.77
P18-00470	Southwest School & Office Sup	WAREHOUSE	Stores Supplies	12,869.77
P18-00471	Sparks Program-Institutes	DRIFFILL	CONF-instructional	1,307.55
P18-00472	Reagan Library	DISTRICT OFFICE	Serv	1,782.00
P18-00473	Reagan Library	DISTRICT OFFICE	Serv	1,017.00
P18-00474	Reagan Library	DISTRICT OFFICE	Serv	1,384.00
P18-00475	Reagan Library	DISTRICT OFFICE	Serv	1,285.00

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PO Number	Vendor Name	Loc	Description	Order Amount
P18-00476	City Of Oxnard	DISTRICT OFFICE	UTIL	1,700.00
P18-00477	Concepts School And Office Fur	MARINA	MAT/SUP (MW - ROOM #305 - 2ND GRADE)	1,351.64
P18-00478	Southwest School & Office Sup	WAREHOUSE	Stores Supplies	14,210.34
P18-00479	TRI-COUNTY OFFICE FURNITURE	HR	Equip-	9,921.08
P18-00480	Verizon Wireless	DISTRICT OFFICE	COMM	34,800.00
P18-00481	Costco Wholesale	SIERRA LINDA	matl/sup - instructional	1,000.00
P18-00482	Sams Club 6455	SIERRA LINDA	matl/sup - instructional	1,000.00
P18-00483	Walmart	SIERRA LINDA	matl/sup - instructional	1,000.00
P18-00484	Amazon Com	SIERRA LINDA	matl/sup - instructional	1,000.00
P18-00485	Smart And Final Iris Co	CHAVEZ	MATERIALS AND SUPPLIES-INSTRUCTIONAL	1,000.00
P18-00486	Smart And Final Iris Co	CHAVEZ	MATERIAL AND SUPPLIES-INSTRUCTIONAL	1,000.00
P18-00488	Coast To Coast Computer Prod	HAYDOCK	MATL/SUPPLY-INSTRUCTION	5,000.00
P18-00489	Hensons Music Center	HAYDOCK	MATL/SUPPLY-INSTRUCTION	1,500.00
P18-00491	Petesehria, LLC PizzaMan Dan's	HAYDOCK	MATL/SUPPLY-INSTRUCTION	2,500.00
P18-00493	Costco Wholesale	HAYDOCK	MATL/SUPPLY-PARENT PARTICIPATION	1,000.00
P18-00494	Smart And Final Iris Co	HAYDOCK	MATL/SUPPLY-PARENT PARTICIPATION	1,000.00
P18-00495	Smart And Final Iris Co	HAYDOCK	MATL/SUPPLY-INSTRUCTION	1,000.00
P18-00496	Hensons Music Center	HAYDOCK	REPAIRS-INSTRUCTION	2,000.00
P18-00497	Textbook Warehouse LLC Textbook Warehouse	ERC	Mat/Sup/ Textbooks	6,688.43
P18-00498	Textbook Warehouse LLC Textbook Warehouse	ERC	Mat/Sup/ Textbooks	9,837.69
P18-00499	WATER WALKERS INC HEALTH-e PRO	CNS	supplies	7,434.00
P18-00500	Amazon Com	FREMONT	Materials and Supplies-Instructional	10,000.00
P18-00504	Coast To Coast Computer Prod	ED SERVICES	MAT/SUPL	1,500.00
P18-00505	Coast To Coast Computer Prod	ED SERVICES	MAT/SUPL	1,500.00
P18-00506	Costco Wholesale	ED SERVICES	MATLS/SUPL	1,500.00
P18-00509	Petesehria, LLC PizzaMan Dan's	ED SERVICES	MATLS/SUPL	1,200.00
P18-00510	Schwabe Books	ED SERVICES	MATL/SUPL - Instructional	6,465.00
P18-00512	Neogov	PERSONNEL	software/online subscriptions	14,298.10
P18-00513	CODESP	PERSONNEL	online/subscriptions	2,050.00
P18-00514	THE SHOPPER INC	KAMALA	Mat/Sup- Instructional	2,326.70
P18-00515	Read It Once Again	SAN MIGUEL	BKS (S M)	27,406.31
P18-00518	Smart And Final Iris Co	CNS	supplies	5,000.00
P18-00519	ACSA	HR	Travel/Conf	1,275.00
P18-00520	Premier Agendas Inc	LEMONWOOD	MTLS/INSTR	3,762.11
P18-00521	Office Depot Bus Ser Div	BUDGET	Supplies	3,000.00
P18-00523	Cypress Courtyard by Marriott	LEMONWOOD	CONF/ADMIN	1,191.79
P18-00525	Petroleum Telcom Inc DBA Telecom	SIERRA LINDA	matl/sup / SERV - instructional	1,092.59
P18-00526	Petroleum Telcom Inc DBA Telecom	HAYDOCK	REPAIRS-INSTRUCTION	1,100.00
P18-00528	Veritiv Operating Company	GRAPHICS	Materials and Supplies	8,878.00
P18-00529	Superior Sanitary Supplies	FACILITIES	Plumbing materials and supplies	5,000.00
P18-00530	Office Depot Bus Ser Div	SIERRA LINDA	matl/sup - office	1,000.00
P18-00531	Office Depot Bus Ser Div	Pupil Srvs	MATL/SUP	2,693.75

*** See the last page for criteria limiting the report detail.

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ESCAPE ONLINE

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Includes Purchase Orders dated 06/07/2017 - 07/19/2017 ***

PO Number	Vendor Name	Loc	Description	Order Amount	
P18-00533	Office Depot Bus Ser Div	HAYDOCK	MATL/SUPPLY-INSTRUCTION	5,000.00	
P18-00534	H And R Roofing	FACILITIES	Roofing materials and supplies	1,077.50	
P18-00535	Office Depot Bus Ser Div	ED SERVICES	MATL/SUPL	12,500.00	
P18-00536	Office Depot Bus Ser Div	ED SERVICES	MATL/SUPL	3,000.00	
P18-00537	CANON SOLUTIONS AMERICA INC	GRAPHICS	Materials and Supplies	1,090.43	
P18-00539	Sports Facilities Group, Inc	FACILITIES	Prof Service	5,279.75	
P18-00541	Printech	HAYDOCK	MATL/SUPPLY-INSTRUCTION	1,500.00	
P18-00542	Houghton Mifflin Harcourt	ERC	Textbk and Matl/Sup	6,224.99	
P18-00544	Willdan Financial Services	BUSINESS	Services	3,000.00	
P18-00545	PEDRO OLVERA dba/OLVERA PSYCH & ED CONSULTING SERVICES	Special Ed	SERV	22,500.00	
P18-00546	Printech	SORIA	MATL/SUP (Instructional)	2,500.00	
P18-00549	BSN Sports	WAREHOUSE	Stores Supplies	6,971.30	
P18-00550	Extreme Clean	WAREHOUSE	Stores Supplies	5,172.00	
P18-00551	Pioneer Chemical Co	WAREHOUSE	Stores Supplies	1,111.66	
P18-00552	School Health Corporation	WAREHOUSE	Stores Supplies	3,838.99	
P18-00553	Veritiv Operating Company	WAREHOUSE	Stores Supplies	7,679.29	
P18-00554	Southwest School & Office Sup	WAREHOUSE	Stores Supplies	19,595.61	
P18-00555	Office Depot Bus Ser Div	WAREHOUSE	Stores Supplies	10,050.14	
P18-00556	Staples Advantage	WAREHOUSE	Stores Supplies	18,961.85	
P18-00558	Home County Pizza Inc Domino's Pizza	CNS	supplies	5,000.00	
P18-00559	Gopher Sport	SORIA	MATL/SUP	1,363.32	
P18-00560	CASBO	BUSINESS	CONF	1,335.00	
P18-00563	School Datebooks	HAYDOCK	MATL/SUPPLY-INSTRUCTION	2,871.98	
P18-00566	SOS Survival Products	RISK MGMT	Materials and Supplies	7,296.08	
P18-00568	Dell Direct Sales Lp	SUPERINTENDEN	COMPT EQUIP	1,254.80	
P18-00570	ThinkWrite Technologies LLC	IT	MATL/SUP (1:1 iPads)	1,130.57	
P18-00571	Chapins Equip Rentals	FACILITIES	Rentals	1,077.50	
P18-00572	TONY'S COLLISION SERVICES, INC TONY'S BODY SHOP	FACILITIES	Repairs	6,033.18	
P18-00573	Del Norte Recycling Center	FACILITIES	Prof Service	3,000.00	
P18-00574	Shiffler Equipment	FACILITIES	Custodial materials and supplies	5,000.00	
P18-00575	Precision Environmental Inc	FACILITIES	Prof Service	3,065.00	
P18-00576	CHARLES M PARRENT DBA/ FALCON ROOFING COMPANY	FACILITIES	Prof Service	1,028.00	
P18-00577	Pacificom Coast Sound And	FACILITIES	Repairs	1,225.00	
P18-00578	Reliable Floor Covering Co	FACILITIES	Repairs	8,137.00	
P18-00580	SO CAL OFFICE TECHNOLOGIES	GRAPHICS	maint	61,010.76	
P18-00581	CETPA C/O Jane Kauble	IT	CONF/TRAVEL (CETPA 2017)	1,010.00	
P18-00582	Mobile Modular Management	FACILITIES	Rent Lease, Haydock	9,924.00	
P18-00583	Mobile Modular Management	PURCHASING	LEASE	13,200.00	
P18-00584	TEAMBONDING INC.	ED SERVICES	SERV	5,200.00	
P18-00585	Staples Direct	IT	MATL/SUP (1:1 iPad)	2,033.18	
Total Number of POs			435	Total	13,429,966.97

*** See the last page for criteria limiting the report detail.

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ESCAPE ONLINE

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Includes Purchase Orders dated 06/07/2017 - 07/19/2017 ***

Fund Recap

<u>Fund</u>	<u>Description</u>	<u>PO Count</u>	<u>Amount</u>
010	GENERAL FUND	47	1,092,792.69
130	CAFETERIA FUND	7	49,614.77
213	BOND FUND MEASURE R 2012	1	1,596.12
214	BOND FUND MEASURE D 2016	1	6,972.00
251	DEVELOPER FEES	6	57,819.38
Total Fiscal Year 2017			1,208,794.96
010	GENERAL FUND	361	11,939,524.81
120	CHILD DEVELOPMENT FUND	4	8,000.00
130	CAFETERIA FUND	8	53,463.20
213	BOND FUND MEASURE R 2012	1	120,960.00
214	BOND FUND MEASURE D 2016	4	76,100.00
251	DEVELOPER FEES	2	23,124.00
Total Fiscal Year 2018			12,221,172.01
Total			13,429,966.97

*** See the last page for criteria limiting the report detail.

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ESCAPE ONLINE

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Includes Purchase Orders dated 06/07/2017 - 07/19/2017 ***

PO Changes

	<u>New PO Amount</u>	<u>Fund/ Object</u>	<u>Description</u>	<u>Change Amount</u>
P14-00044	7,187,146.72	213-5800	BOND FUND MEASURE R 2012/PROFESSIONAL/CONSU	1,100,000.00
P16-01726	16,605.00	213-6240	BOND FUND MEASURE R 2012/PRELIMINARY TESTS	1,705.00
P16-04413	78,750.00	010-5800	GENERAL FUND/PROFESSIONAL/CONSULTING SERV	21,690.00
P16-04997	155,618.00	010-5631	GENERAL FUND/MAINTENANCE AGREEMENTS	9,025.00
P16-05421	30,292,898.45	213-6270	BOND FUND MEASURE R 2012/MAIN BUILDING CONTRA	58,250.14
P17-00084	33,000.00	010-5800	GENERAL FUND/PROFESSIONAL/CONSULTING SERV	2,710.94
P17-00300	12,000.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	2,000.00
P17-00581	35,000.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	25,000.00
P17-01021	1,481,000.00	130-4700	CAFETERIA FUND/FOOD	9,280.54
P17-01405	8,377.21	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	3,000.00
P17-02390	2,556.21	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	1,656.21
P17-03277	25,000.00	010-5800	GENERAL FUND/PROFESSIONAL/CONSULTING SERV	10,000.00
P17-04288	2,881.00	010-5800	GENERAL FUND/PROFESSIONAL/CONSULTING SERV	2,400.00
P17-04974	2,512.50	010-5800	GENERAL FUND/PROFESSIONAL/CONSULTING SERV	1,012.50
P17-05201	11,770.80	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	1,870.17
			Total PO Changes	<u>1,249,600.50</u>

Information is further limited to: (Minimum Amount = 1,000.00)

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ESCAPE ONLINE

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BOARD AGENDA ITEM

Name of Contributor: Janet Penanhoat

Date of Meeting: 08/02/17

STUDY SESSION _____

CLOSED SESSION _____

SECTION A-I: PRELIMINARY _____

SECTION A-II: REPORTS _____

SECTION B: HEARINGS _____

SECTION C: CONSENT AGENDA X Agreement Category:

_____ Academic

_____ Enrichment

_____ Special Education

_____ Support Services

_____ Personnel

_____ Legal

_____ Facilities

SECTION D: ACTION _____

SECTION F: BOARD POLICIES 1ST Reading _____ 2nd Reading _____

ENROLLMENT REPORT (Penanhoat)

District enrollment as of June 16, 2017 was 16,779. This is 149 less than the same time last year.

FISCAL IMPACT

None.

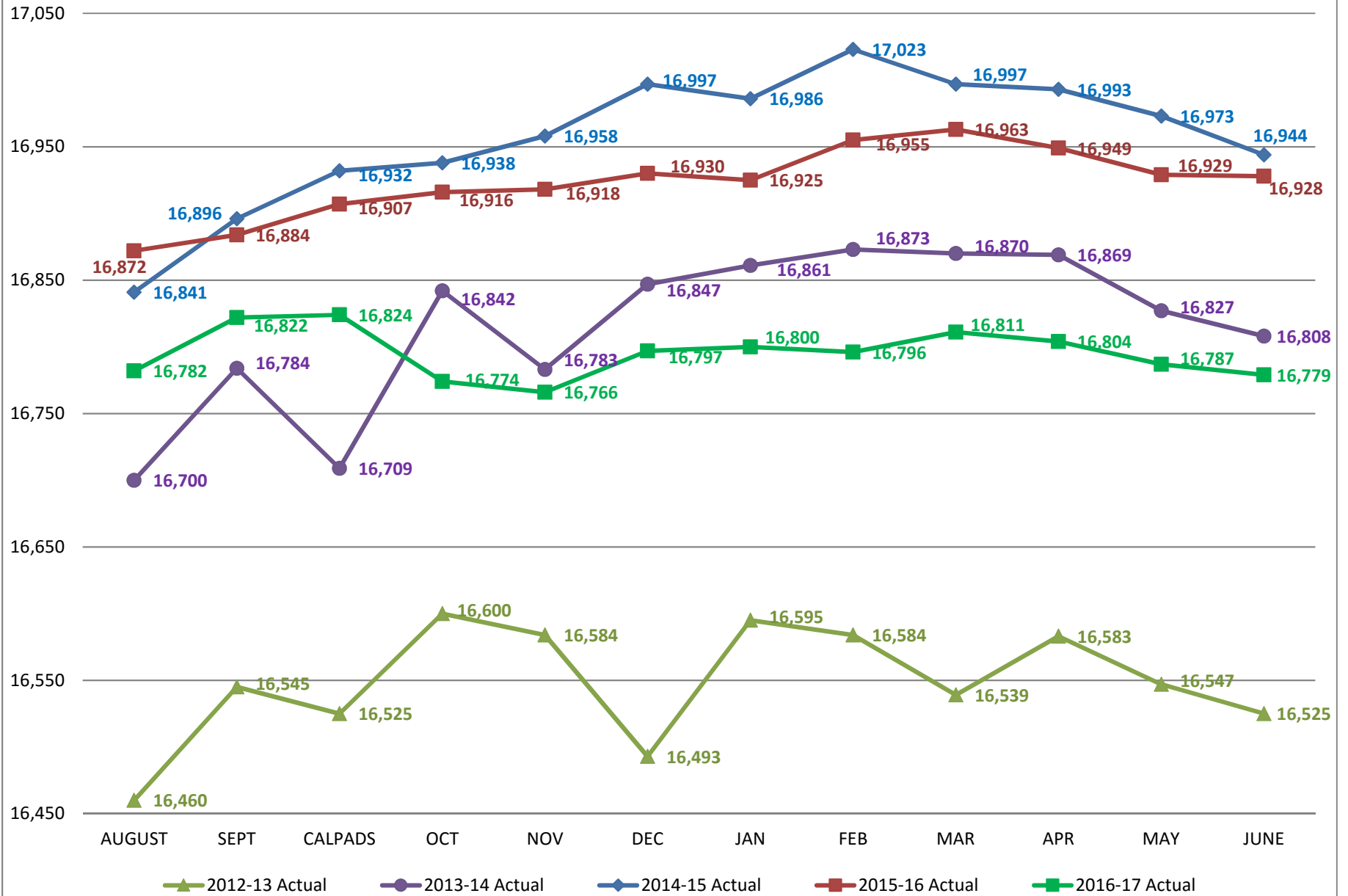
RECOMMENDATION

Information only.

ADDITIONAL MATERIAL

Attached: Graph – Oxnard School District Enrollment History 2012-13 through 2016-17 Actuals (1 page)

Oxnard School District Enrollment History 2012-13 through 2016-17 Actuals



OSD BOARD AGENDA ITEM

Name of Contributor: **Dr. Jesus Vaca**

Date of Meeting: **August 2, 2017**

- A. Preliminary _____
Study Session _____
Report _____
- B. Hearing: _____
- C. Consent Agenda X
- D. Action Items _____
- E. Approval of Minutes _____
- F. Board Policies 1st Reading _____ 2nd Reading _____

Approval of the 2016-17 Quarterly Report on Williams Uniform Complaints; Fourth Quarter (Vaca)

DESCRIPTION OF AGENDA ITEM:

The Williams Settlement (AB 2727) requires a quarterly report to the Governing Board regarding the amount and type of complaints made to the school district in the following areas: Textbooks and Instructional Materials, Teacher Vacancy or Misassignment, and Facility Conditions.

As indicated on the attached Quarterly Report on Williams Uniform Complaints to the Ventura County Office of Education, no complaints were filed with any school in the district, during the fourth quarter.

FISCAL IMPACT:

None.

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Human Resources that the Board of Trustees approve the 2016-17 Quarterly Report on Williams Uniform Complaint; fourth quarter, as presented.

ADDITIONAL MATERIAL:

2016-17 Quarterly Report on Williams Uniform Complaints, Fourth Quarter (1 page)

Quarterly Report on Williams Uniform Complaints

[Education Code § 35186]

Fiscal Year 2016-17

District: **Oxnard School District**

Person completing this form: **Dr. Jesus Vaca** Title: **Assistant Superintendent, HR**

Quarterly Report Submission Date: **July 2017 (4/1/17 – 6/30/17)**

Date for information to be reported publicly at governing board meeting: **August 2, 2017**

Please check box that applies:

- No complaints were filed with any school in the district during the quarter indicated above.
- Complaints were filed with schools in the district during the quarter indicated above. The following chart summarizes the nature and resolution of these complaints.

General Subject Area	Total # of Complaints	# Resolved	# Unresolved
Textbooks and Instructional Materials	0	0	0
Teacher Vacancy or Misassignment	0	0	0
Facilities Conditions	0	0	0
TOTALS	0	0	0

Dr. Cesar Morales

Print Name of District Superintendent

Signature of District Superintendent

OSD BOARD AGENDA ITEM

Name of Contributor: **Dr. Jesus Vaca**

Date of Meeting: **August 2, 2017**

- A. Preliminary Study Session
- Report
- B. Hearing:
- C. Consent Agenda
- D. Action Items
- E. Approval of Minutes
- F. Board Policies 1st Reading _____ 2nd Reading _____

REJECTION OF LIABILITY CLAIM: VCBA07702A2 (Vaca/Magaña)

On May 12, 2017, the Oxnard School District received a verified claim form from a claimant who is an employee of the district. The claimant is seeking reimbursement to cover the cost to repair her eye glasses that she alleges were damaged by a student who attends a school within the Oxnard School District.

The claimant alleges that her eye glasses were damaged when a student punched her in the eye. The claimant is seeking reimbursement in an amount between \$100.00 and \$300.00 to repair her glasses.

FISCAL IMPACT:

There is no expected fiscal impact from this claim.

RECOMMENDATION:

Acting on the advice of the Joint Power Authorities, it is the recommendation of the Assistant Superintendent of Human Resources and the Risk Manager that the Board of Trustees agree to reject York Claim VCBA07702A2.

ADDITIONAL MATERIAL:

None.

BOARD AGENDA ITEM

Name of Contributor: Jonathan Koch

Date of Meeting: August 2, 2017

STUDY SESSION _____

CLOSED SESSION _____

SECTION A: PRELIMINARY _____

SECTION B: HEARINGS _____

SECTION C: CONSENT AGENDA X _____

Agreement Category:

_____ Academic

_____ Enrichment

_____ Special Education

_____ Support Services

_____ Personnel

_____ Legal

_____ Facilities

SECTION D: ACTION _____

SECTION E: REPORTS/DISCUSSION _____

SECTION F: BOARD POLICIES 1ST Reading _____ 2nd Reading _____

Approval of Job Duties for New Job Description – Special Education Data Technician (Koch)

District administration requested that the Personnel Commission create a new bargaining unit job classification that would be tasked with performing a variety of specialized duties related to student information systems, records management, and reporting functions for the Special Education department. Over time the more technical clerical work in the department has evolved from being more of a basic nature to a much more specialized and complex nature. As such, it is no longer appropriate to assign these tasks to Office Assistant positions and this new job has been recommended.

FISCAL IMPACT

The exact fiscal impact is not known at this time as the Personnel Commission has not yet approved a classification and allocated it to the salary schedule. It will be recommended to the Personnel Commission that the classification be placed at Range 21.0 on the CSEA/OSD salary schedule.

The recommended salary range for this position is 1.5 ranges higher than the position it is recommended to replace. As such, there would be a maximum increased cost in salary and statutory benefits of \$4,720 annually.

RECOMMENDATION

Education Code 45276 provides that “The governing board shall fix the duties of all positions a part of the classified service as required by Section 45109. The board may recommend the minimum educational and work experience requirements for classified

positions to the personnel commission. Minimum qualification requirements shall be subject to approval of the commission....The position duties shall be prescribed by the board and qualification requirements for the position class shall be prepared and approved by the commission, required by this section, prior to issuance of an announcement calling for a competitive examination to fill position vacancies.”

It is the recommendation of the Director of Classified Human Resources that the Board of Trustees take action to approve the attached job duties of Special Education Data Technician so that a new classification can be taken to, and approved by, the Personnel Commission and recruitment may be initiated.

ADDITIONAL MATERIAL

Attached: (2 pages)

SPECIAL EDUCATION DATA TECHNICIAN

SUMMARY OF DUTIES

Under the direction of the Director of Special Education, performs a variety of specialized and complex duties related to student information systems, records management, and reporting functions for the Special Education department; audits, verifies, and ensures accuracy of student records related to Individual Education Plans (IEPs) and related program data; generates a variety of reports for use by the District and for reporting to State and federal agencies; provides support and training to staff regarding data entry related to Special Education; and performs a variety of tasks relative to assigned area of responsibility.

Incumbents in this classification ensure correct data is entered into and maintained in various special education databases and student information systems in order to ensure that correct services are provided to students in order to directly support student learning and achievement.

Essential Functions Statements

Essential and other important responsibilities and duties may include, but are not limited to, the following:

1. Reviews submitted student Individual Education Plans (IEPs) to ensure compliance with State and Federal policies and regulations governing special education program requirements; reconciles discrepancies, errors, and missing information; informs appropriate staff of IEPs that are out of compliance;
2. Enters special education related student information into appropriate special education databases and student information systems; inactivates student profiles as appropriate;
3. Audits data entered into specialized special education databases and student information systems in order to identify inaccurate codes, mismatches, duplicates, and other missing or erroneous data; investigates causes of discrepancies in data and takes corrective action to prevent reoccurrences;
4. Compiles and analyzes data and runs queries in appropriate database systems in order to prepare reports in accordance with State and Federal guidelines including;
5. Provides class lists and information to case managers, service providers, and District administrators for a variety of purposes including, but not limited to, assisting with assignment of caseloads, tracking of IEP deadlines, and following up on past-due evaluations;
6. Creates, customizes, and generates reports as needed; informs Special Education department administration of ideas for system and process improvements;
7. Serves as a District resource in researching questions, providing assistance, and responding to inquiries from administrators, teachers, school psychologists, speech and language pathologists, and others as they relate to special education database systems; assists in providing general training on the uses and operations of special education database systems including providing instruction on procedures for correctly inputting student data;
8. Serves as the system administrator for special education database programs for the purpose of creating, modifying, and deleting user accounts/passwords and setting appropriate access levels for users;
9. Forwards confidential records/files upon verified, official, and approved requests from in-District and out-of-District personnel according to established guidelines; assists staff in obtaining prior records of students as requested;
10. Confers with Information Technology Services to ensure that systems allow for the collection of data in a way that is accessible and formatted as needed to meet District needs and compliance with State and Federal mandated reporting requirements;
11. Performs a variety of clerical duties including, but not limited to, filing, duplicating materials, receiving and transmitting messages, and composing correspondence such as letters and memos;
12. Attends meetings and trainings in order to obtain information and stay current on legislative and policy changes, software updates and changes, and to ensure compliance with State and Federal

special education reporting requirements.

Other Related Duties

13. May assist with coordinating transportation for special education students;
14. For positions designated as bilingual, translates a variety of written materials from English to a designated second language and from that language into English; interprets and facilitates communication between staff and non-English speaking members of the public; attends various meetings to translate and interpret as needed;
15. Performs related duties and responsibilities as required.

Recommend Minimum Qualifications

Education: Two years (48 semester or 72 quarter units) of college-level coursework including coursework in data processing, computer science or a closely related field.

Experience: Two years of computer operations experience including performing duties related to the maintenance of computer software systems and databases, troubleshooting, user support, and data processing. Experience working with student database or student assessment systems software is desirable.

Special: Possession of a valid, California Class C, driver's license.

Ability to be insured, and continue to be insurable, by the District's liability insurance carrier.

All licenses, certificates, and other requirements listed above are required at the time of employment and must be maintained during the course of employment unless otherwise noted.

BOARD AGENDA ITEM

Name of Contributor: Jonathan Koch

Date of Meeting: August 2, 2017

STUDY SESSION _____

CLOSED SESSION _____

SECTION A: PRELIMINARY _____

SECTION B: HEARINGS _____

SECTION C: CONSENT AGENDA X _____

Agreement Category:

_____ Academic

_____ Enrichment

_____ Special Education

_____ Support Services

_____ Personnel

_____ Legal

_____ Facilities

SECTION D: ACTION _____

SECTION E: REPORTS/DISCUSSION _____

SECTION F: BOARD POLICIES 1ST Reading _____ 2nd Reading _____

Speech-Language Pathology Assistant Salary Reallocation (Koch)

The Personnel Commission of the Oxnard School District took action in May 2017 to make a recommendation to the Board of Trustees to reallocate the classification of Speech-Language Pathology Assistant from Range 21.5 to Range 26.0 on the Classified/CSEA salary schedule. This reallocation is subject to the approval or modification by the Board of Trustees. The Board may take action to approve as recommended, or may modify the recommendation and place the classification anywhere from Range 24.0 to 34.0 on the Classified/CSEA salary schedule as doing so would not adversely affect the internal alignment set by the Personnel Commission.

District administration and the California School Employees Association (Chapter 272) have agreed upon the current recommendation.

FISCAL IMPACT

Total maximum annual increase (assuming top salary step and full-time, 183 work day schedule) of \$12,674 per position. This amount includes salary, statutory benefits, and health and welfare benefits.

Total maximum increase District-wide (assuming top salary step and current hours of currently approved positions and all positions being filled) of \$107,723.

RECOMMENDATION

It is the recommendation of the Personnel Commission that the Board of Trustees accept the salary reallocation for Speech-Language Pathology Assistant from Range

21.5 to Range 26.0 on the Classified/CSEA salary schedule retroactive to June 7, 2017 in order to place OSD competitively in the market place and to attract and retain qualified employees.

Range 26.0 (Monthly)	\$4,715.81	\$4,951.46	\$5,195.38	\$5,453.08	\$5,727.32
Range 26.0 (Hourly)	\$27.21	\$28.57	\$29.97	\$31.46	\$33.04

ADDITIONAL MATERIAL

Attached: Personnel Commission Agenda Item & Approved Recommendation (**Note:** Amounts referenced in PC Agenda item are based on prior year's figures due to the action being taken in May.) (3 pages)

PERSONNEL COMMISSION AGENDA ITEM

Name of Contributor(s):

Jonathan Koch
Director, Classified Human Resources

Date of Meeting:

May 11, 2017

TITLE: RE-ALLOCATION ON SALARY SCHEDULE – Speech-Language Pathology Assistant

DESCRIPTION OF AGENDA ITEM:

At the Regular Meeting of March 14, 2013 the Personnel Commission took action to recommend allocation of the classification of Speech-Language Pathology Assistant to Range 21.5 on the classified salary schedule.

Since that time there has been an increasing need for services provided by this classification and a lack of qualified candidates. The Classified Human Resources office has been recruiting to fill positions continuously for the past year and has filled two positions during that time period. As of the time of this item, six vacancies remain.

A recent study of the marketplace place has shown that while our wages we competitive in 2013, this is no longer the case in 2017. This matter is exasperated by the fact that we are having to attempt to draw from Los Angeles county as colleges and universities in our area do not have programs allowing students to graduate with the necessary (state mandated) degrees to fill these positions.

A salary study of our current market place including school districts with which we must compete in Los Angeles county and local staffing agencies has been conducted (attached). The SLPA classification presents a somewhat unique issue when conducting a study of this nature as many districts in Ventura county have long tenured incumbents and therefore have not recently recruited for their positions. For this reason, many districts in our county fail to realize the demand for individuals with the required qualifications and have not taken action to adjust their salaries to be competitive in the market place.

FISCAL IMPACT:

In order to be competitive in the marketplace, salary placement is being recommended at Range 26.0 (\$26.67 - \$32.39/hr.). Total additional cost will be a maximum of approximately \$10,008 per year added to the current salary cost of a full-time Speech-Language Pathology Assistant employee.

RECOMMENDATION:

Staff recommends that the Personnel Commission take action to approve the recommendation for salary reallocation for Speech-Language Pathology Assistant from Range 21.5 to Range 26.0 on the OSD/CSEA Salary Schedule.

Market Study: SPEECH-LANGUAGE PATHOLOGY ASSISTANT

AGENCY	CLASS TITLE	MIN HOURLY SALARY	MAX HOURLY SALARY	Notes
Santa Barbara USD	Speech Pathology Assistant	\$21.62	\$35.56	Special Exemption Made (Top step is \$26.85)
A1 Therapy Center	Speech-Language Pathology Assistant	\$28.00	\$35.00	
Seaside Speech Therapy	Speech-Language Pathology Assistant	\$35.00	\$35.00	
Los Angeles USD	Speech-Language Pathology Assistant	\$27.42	\$34.03	20% Scarcity Stipend Included
Glendale USD	Speech-Language Pathology Assistant	\$24.04	\$33.79	
Amigo Baby Staffing	Speech-Language Pathology Assistant	\$33.00	\$33.00	
Los Angeles COE	Speech-Language Pathology Assistant	\$25.55	\$31.71	
Champions Charter Services Staffing	Speech-Language Pathology Assistant	\$30.00	\$30.00	
Steps to Speech Staffing	Speech-Language Pathology Assistant	\$30.00	\$30.00	
Burbank USD	Speech-Language Pathology Assistant	\$23.15	\$29.65	
Las Virgenes USD	Speech-Language Pathology Assistant	\$21.36	\$29.16	
Children's Therapy Network	Speech-Language Pathology Assistant	\$29.00	\$29.00	
Rio ESD	Speech-Language Pathology Assistant	\$22.73	\$27.72	
Ventura County OE	Speech-Language Pathology Assistant	\$22.12	\$27.59	
Fillmore USD	Speech-Language Pathology Assistant	\$22.58	\$27.44	
Santa Monica-Malibu USD	Speech-Language Pathology Assistant	\$21.02	\$26.82	
Palos Verdes Peninsula USD	Speech and Language Technician	\$21.86	\$26.67	
Hart Union HSD	Speech-Language Pathology Assistant	\$20.64	\$24.05	
Moorpark USD	Speech-Language Pathology Assistant	\$17.31	\$23.18	
Lucia Mar USD	Speech-Language Pathology Assistant	\$17.56	\$22.41	
Oxnard School District	Speech-Language Pathology Assistant	\$21.41	\$26.04	
STATISTICAL ANALYSIS	% of OSD MIN to MAX Increase	21.6%		Recommendation: Range 26.0 (\$26.67 - \$32.39) Recommendation will place OSD in top third and 5% above the market median before 2% planned additional increase and 3% bilingual stipend.
	% of Market MIN to MAX Increase	23.8%		
	Market Range	\$17.69	\$13.15	
	Market Average	\$24.70	\$29.59	
	Market Median	\$22.94	\$29.41	
	% of Market Agencies Below OSD	25%	18%	
	% of Market Agencies Above OSD	75%	82%	
	% OSD is from Market Average	-13.3%	-12.0%	
	% OSD is from Market Median	-6.7%	-11.4%	
	Average % from Market Ave & Med	-10.0%	-11.7%	
	Average of MIN & MAX % from Market	-10.9%		

REMOVED FROM ANALYSIS

AGENCY	REMOVAL REASON	MIN HOURLY SALARY	MAX HOURLY SALARY
Conejo Valley USD	Last Hire 10+ years ago. Not current	\$16.61	\$20.27
Santa Paula USD	No current incumbents/recruitment	\$19.25	\$23.40
Simi Valley USD	No current incumbents/recruitment	\$20.43	\$25.09
Ventura USD	No current incumbents/recruitment	\$20.71	\$25.95

Included agencies determined by proximity and comparable size and demographics which are considered in the same market for job candidates.

Approved AA Program (All)

Approved BA Program (CA Schools)

American River College Sacramento, CA	Biola University La Mirada, CA	California State University-Los Angeles Los Angeles, CA
Cerritos College Norwalk, CA	California Baptist University Riverside, CA	California State University-Northridge Northridge, CA
Chemeketa Community College McMinnville, OR	California State University-Chico Chico, CA	California State University-Sacramento Sacramento, CA
Orange Coast College Costa Mesa, CA	California State University-East Bay Hayward, CA	Chapman University Orange, CA
Pasadena City College Pasadena, CA	California State University-Fresno Fresno, CA	San Diego State University San Diego, CA
San Joaquin Delta College Stockton, CA	California State University-Fullerton Fullerton, CA	San Francisco State University San Francisco, CA
Santa Ana College Santa Ana, CA	California State University-Long Beach Long Beach, CA	San Jose State University San Jose, CA
	California State University-Los Angeles Los Angeles, CA	University of the Pacific Stockton, CA

OSD BOARD AGENDA ITEM

Name of Contributor: Jonathan Koch

Date of Meeting: August 2, 2017

- A. Preliminary Study Session Report _____
- B. Hearing: _____
- C. Consent Agenda X
Agreement Category:
 - ___ Academic
 - ___ Enrichment
 - ___ Special Education
 - ___ Support Services
 - ___ Personnel
 - ___ Legal
 - ___ Facilities
- D. Action Items _____
- E. Approval of Minutes _____
- F. Board Policies 1st Reading _____ 2nd Reading _____

Establish/Abolish/Increase/Reduce Hours of Position (Koch)

Establish

an eight hour, 246 day Secretary, position number 8432, to be established in the Special Education department. This position will be established to provide additional support.

a four hour, 246 day Instructional Materials Warehouse Attendant/Driver, position number 8394, to be established in the Educational Services department. This position will be established to assist with warehouse duties in the instructional materials warehouse.

a five hour and forty five minute, 183 day Health Assistant, position number 8432, to be established in the Pupil Services department. This position will be established to support students' health and wellness at the school sites.

a five hour and forty five minute, 183 day Health Assistant, position number 8433, to be established in the Pupil Services department. This position will be established to support students' health and wellness at the school sites.

a five hour and forty five minute, 183 day Health Assistant, position number 8434, to be established in the Pupil Services department. This position will be established to support students' health and wellness at the school sites.

a five hour and forty five minute, 183 day Health Assistant, position number 8435, to be established in the Pupil Services department. This position will be established to support students' health and wellness at the school sites.

a five hour and forty five minute, 183 day Health Assistant, position number 8436, to be established in the Pupil Services department. This position will be established to support students' health and wellness at the school sites.

a five hour and forty five minute, 183 day Health Assistant, position number 8437, to be established in the Pupil Services department. This position will be established to support students' health and wellness at the school sites.

Abolish

a four hour, 246 day Warehouse Worker/Delivery Driver, position number 8027, to be abolished in the Educational Services department. This position will be abolished due to the lack of work.

FISCAL IMPACT:

Cost for Instructional Materials Driver-\$25,302 General fund

Cost for Secretary-\$73,094 Special Education

Cost for Health Assistants-\$200,916 General fund

Savings for Warehouse Worker/Delivery Driver-\$25,790 General fund

RECOMMENDATION:

It is the recommendation of the Director, Classified Human Resources, that the Board of Trustees approve the establishment and abolishment of positions, as presented.

ADDITIONAL MATERIAL:

Attached: None

OSD BOARD AGENDA ITEM

Name of Contributor: Jesus Vaca/Jonathan Koch

Date of Meeting: August 2, 2017

- A. Preliminary _____
Study Session _____
Report _____
- B. Hearing: _____
- C. Consent Agenda X
Agreement Category:
 - _____ Academic
 - _____ Enrichment
 - _____ Special Education
 - _____ Support Services
 - _____ Personnel
 - _____ Legal
 - _____ Facilities
- D. Action Items _____
- E. Approval of Minutes _____
- F. Board Policies 1st Reading _____ 2nd Reading _____

Personnel Actions (Vaca/Koch)

The attached are recommended personnel actions presented to the Board of Trustees for consideration. The salary placement for the individuals employed will be in accordance with salary regulations of the district. Personnel actions include: New Hires, transfers, pay changes, layoffs, recall from layoffs, resignations, retirements, and leave of absence.

FISCAL IMPACT:

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:

Attached: Classified Personnel Actions (3 pages)
Certificated Personnel Actions (3 pages)

CLASSIFIED PERSONNEL ACTIONS

New Hire

Bradley, Arderick	Instructional Materials Warehouse Attendant/Driver, Position #8394 Ed. Services 4.0 hrs./246 days	07/03/2017
Chaparro, Rose	Executive Assistant to Superintendent, Position #1856 Superintendent 8.0 hrs./246 days	06/12/2017
Courter, Laura C.	Library Media Technician, Position #2524 Ritchen 5.0 hrs./190 days	08/11/2017
Jetton, Lacy	Human Resources Assistant, Position #8183 Certificated Human Resources 8.0 hrs./246 days	06/19/2017
Posos, Sara	Family Liaison, Position #8150 Special Education 8.0 hrs./180 days	08/16/2017
Saucedo, Eduardo	Custodian, Position #6448 Driffill 4.0 hrs./246 days	06/26/2017

Limited Term

Aguirre Cayeros, Carmina	Paraeducator	07/11/2017
Arevalo, Antonia	Paraeducator	06/19/2017
Rodrigues, Edmidia	Paraeducator	06/09/2017
Sierra, Yesenia	Paraeducator	07/03/2017
Vega, Sofia	Paraeducator	06/20/2017

Promotion

Gutierrez, Salvador	Lead Custodian, Position #995 Chavez 8.0 hrs./246 days Custodian, Position #578 Rose Ave. 8.0 hrs./246 days	06/26/2017
Lemus Maldonado, Maria	Outreach Specialist, Position #2688 Marshall 8.hrs./180 days Family Liaison, Position #6405 Ramona 6.hrs./180 days	08/16/2017
Layne, Maria	Preschool Teacher, Position #7801 NfL 3.0 hrs./183 days Preschool Assistant, Position #2661 NfL 3.0 hrs./183 days	08/15/2017
Lopez, Ana	Preschool Teacher, Position #7802 NfL 3.0 hrs./183 days Preschool Assistant, Position #1348 NfL 3.0 hrs./183 days	08/14/2017

Add Bilingual Stipend

Ambriz Magana, Rosaelia	Testing Assessment Analyst, Position #1698	07/01/2017
Arellano, Mariselda	Preschool Assistant, Position #2658	07/01/2017
Arroyo, Maribel	Preschool Assistant, Position #2666	07/01/2017
Basaldua, Georgina	Preschool Teacher, Position #544	07/01/2017
Benavidos, Leticia	Preschool Assistant, Position #945	07/01/2017
Barragan, Rosalia	Infant Program Assistant, Position #1067	07/01/2017
Beltran, Irma	Preschool Assistant, Position #2580	07/01/2017
Born, Cecilia	Preschool Assistant, Position #2894	07/01/2017
Cerball, Maria	Preschool Assistant, Position #2150	07/01/2017
Chavez, Beatriz	Preschool Teacher, Position #687	07/01/2017
De La Rosa, Leticia	Preschool Assistant, Position #2664	07/01/2017

Fimbres, Jeanette	Preschool Assistant, Position #988	07/01/2017
Fimbres, Stacy	Preschool Assistant, Position #2657	07/01/2017
Flores, Rocio	Preschool Teacher, Position #1111	07/01/2017
Galvan, Yanixsa	Preschool Assistant, Position #443	07/01/2017
Garcia, Martha	Family Liaison, Position #2431	07/01/2017
Giles, Araceli	Preschool Assistant, Position #2581	07/01/2017
Gonzales, Celia	Migrant Education Recruiter, Position #7101	07/01/2017
Gutierrez, Alfredo	District Community Liaison, Position #6587	07/01/2017
Guzman Becerra, Maria	Preschool Assistant, Position #1553	07/01/2017
Herrera, Norma	Facilities Technician, Position #1653	07/01/2017
Kubilos, Teresita	Preschool Teacher, Position #767	07/01/2017
Layne, Maria	Preschool Assistant, Position #2661	07/01/2017
Lemus Maldonado, Maria	Family Liaison, Position #6405	07/01/2017
Leon, Sandra	Family Liaison, Position #2433	07/01/2017
Lopez, Ana	Preschool Assistant, Position #1348	07/01/2017
Lopez, Pamela	Family Liaison, Position #2429	07/01/2017
Magana, Beatris	Facilities Technician, Position #05	07/01/2017
Magana, Yolanda	Preschool Teacher, Position #1110	07/01/2017
Mariscal, Alicia	Preschool Teacher, Position #7213	07/01/2017
Mendez, Maria	Preschool Teacher, Position #6337	07/01/2017
Mendoza, Dolores	Family Liaison, Position #2430	07/01/2017
Morales, Celia	Preschool Assistant, Position #6858	07/01/2017
Nava, Sonia	Family Liaison, Position #2432	07/01/2017
Ojeda, Laura	Preschool Assistant, Position #2576	07/01/2017
Ontiveros, Alma	Preschool Assistant, Position #2893	07/01/2017
Palomar, Ariana	Preschool Teacher, Position #2895	07/01/2017
Pamatz, Alejandra	Preschool Teacher, Position #1297	07/01/2017
Peralta, Ramona	Preschool Assistant, Position #2663	07/01/2017
Perez, Angela	Preschool Teacher, Position #7673	07/01/2017
Ramirez, Erendira	Preschool Assistant, Position #8326	07/01/2017
Reyes, Rosa	Preschool Assistant, Position #2659	07/01/2017
Silva, Janet	Preschool Assistant, Position #1234	07/01/2017
Tapia, Elena	Preschool Assistant, Position #6360	07/01/2017
Torres Garcia, Sanjuana	Preschool Teacher, Position #925	07/01/2017
Vanegas, Veronica	Preschool Teacher, Position #6336	07/01/2017
Zuniga, Flora	Preschool Teacher, Position #1443	07/01/2017

Reinstatement

Vasquez, Teresa	Outreach Specialist, Position #2686 Ritchen 8.0 hrs./180 days	08/16/2017
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Unpaid Leave of Absence

Macias, Melissa	Paraeducator I, Position #2697 English Learner Services 5.5 hrs./183 days	08/14/2017-01/07/2018
Pulido, Daniel	Paraeducator II, Position #2683 Special Education 5.75 hrs./183 days	08/14/17-06/29/2018
Ramos, Francisco	Site Technology Technician, Position #2198 Sierra Linda 8.0 hrs./246 days	08/14/2017-01/01/2018

Medical Layoff

663	Instructional Assistant Physically Handicapped, Position #764 Special Education 5.5 hrs./183 days	06/03/2017
3549	Library Media Technician, Position #1039 Marina West 5.0 hrs./190 days	06/30/2017

Termination

4671	School Office Manager, Position #734 Lemonwood 8.0 hrs./215 days	06/08/2017
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Resignation

Henggeler, Beth	School Occupational Therapist, Position #7936 Special Education 8.0 hrs./203 days	06/23/2017
Keys, Danielle	Senior Human Resources Analyst, Position #6298 Classified Human Resources 8.0 hrs./246 days	07/05/2017
Kitagawa, Bryan	Paraeducator I, Position #7167 Brekke 4.0 hrs./183 days	07/18/2017
Serrato, Maria	Instructional Assistant Severely Handicapped, Position #1859 Special Education 5.5 hrs./183 days	05/02/2017

Retirement Correction

Gonzales, Celia	Migrant Education Recruiter, Position #7101 English Learner Services 8.0 hrs./246 days	12/21/2017 –12/31/2017
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CERTIFICATED PERSONNEL

Listed below are recommended certificated personnel actions presented for consideration by the Board of Trustees. The salaries for the individuals employed will be determined in accordance with salary regulations of the District.

NEW HIRES

Aguilar Belmontes, Pedro	ELA Teacher, Chavez	August 14, 2017
Alonso, Sandra Ceja	Teacher, Kamala	August 14, 2017
Alvear, Clara	Teacher,	August 14, 2017
Ambriz, Gabriela	Teacher, McKinna	August 14, 2017
Banales, Lizabeth	Teacher RSP, McKinna	August 14, 2017
Shaw, Julie	Teacher, Spanish, Fremont	August 14, 2017
Beckham, Joshua	Teacher, Lemonwood	August 14, 2017
Billings, Shannon	Speech Language Pathologist	August 14, 2017
Cadang, Annabella	Speech Language Pathologist	August 14, 2017
Cazares, Enrique	Teacher	August 14, 2017
Cuellar, Laura	SPED Teacher	August 14, 2017
Demorest, Jamison	ELA Teacher, Curren	August 14, 2017
Donovan, Justin	Teacher	August 14, 2017
Duarte, Evelyn	SPED Teacher	August 14, 2017
Ford, Rochalle	Teacher, Kamala	August 14, 2017
Garcia, Alma	SPED Teacher	August 14, 2017
Garcia, Amanda	SPED Teacher	August 14, 2017
Guerrero, Noheli	Psychologist	August 4, 2017
Higgins, Kenya	SPED Teacher	August 14, 2017

Resignations

Barbata, Emily	SDC Teacher, Haydock	06/16/2017
Bujold, Allison	Teacher, Soria	06/16/2017
Chisholm, Sara	Teacher, McAuliffe	06/16/2017
Roque, Julian	Science Teacher, Chavez	06/16/2017
Shaw, Kelsey	Teacher, Kamala	06/16/2017
Uchiyama, Laura	SDC Teacher, Harrington	06/16/2017

Retirement

Derr, Jeannie	Teacher, Frank	06/16/2017
Johnston, Susan	Teacher, Ramona	06/16/2017
Smithson, Arnett	Teacher, Fremont	06/19/2017

August 2, 2017

Wehner, Mary

Teacher, McKinna

06/28/2017

Zimmermann, Caryn

MSAP Coordinator, Fremont

06/29/2017

Leave of Absence

Panthier, Leah

Teacher

08/14/17-6/14/18

August 2, 2017

ANNUAL TEACHER ASSIGNMENT REPORT
PURSUANT TO EDUCATION CODE 44258.9 (a)
2017/2018

Pursuant to Education code 44258.9 (a) and SB435, 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 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.

Name

Subject

Suzanne Dempsey

Survey (Art) / Haydock

BOARD AGENDA ITEM

Name of Contributor: Dr. Morale/David Fateh

Date of Meeting: 8/2/17

STUDY SESSION _____

CLOSED SESSION _____

SECTION A-I: PRELIMINARY _____

SECTION A-II: REPORTS _____

SECTION B: HEARINGS _____

SECTION C: CONSENT AGENDA _____

Agreement Category:

_____ Academic

_____ Enrichment

_____ Special Education

_____ Support Services

_____ Personnel

_____ Legal

_____ Facilities

SECTION D: ACTION _____

SECTION F: BOARD POLICIES

1st Reading X _____

2nd Reading _____

CONSIDER APPOINTMENT OF FLEWELLING AND MOODY AS ARCHITECT OF RECORD FOR THE NEW SEABRIDGE K-5 SCHOOL PROJECT AND APPROVAL OF THE PROPOSED PROJECT DESIGN AND ATTACHED AGREEMENT #17-81 FOR ARCHITECTURAL SERVICES WITH FLEWELLING AND MOODY (Morales/Fateh/CFW)

The District acquired the Seabridge school site in June 2013 for the construction of a future K-5 school facility and has filed a grant application with the State Office of Public School Construction (OPSC) for reimbursement of site acquisition costs. The site is approximately 8.8 acres and is located on the southside of the 4100 block of Wooley Road. The New Seabridge K-5 School facility will include a two-story classroom building, library, administration space, multipurpose room, playfields, hard courts, and support spaces.

Pursuant to District direction, CFW, Inc. distributed an architect selection package requesting proposals from the District's six (6) pre-qualified architectural firms empaneled for the Master Construct and Implementation Program. Proposals for the New Seabridge K-5 School were received from three (3) of the six (6) firms on Friday, May 12, 2017. Subsequent interviews of each architectural firm were conducted by a panel of District and CFW representatives on Thursday, May 18, 2017.

Upon conclusion of the three presentations, and after consideration of the concepts presented, the determination was made to recommend that the Board appoint Flewelling and Moody as the Architect of Record for the New Seabridge K-5 School project. Flewelling and Moody has an accomplished track record of similar projects that align with the goals set forth within the project, and they have demonstrated the commitment and capacity to complete the design on budget and on schedule.

FISCAL IMPACT

The contract provides for the provision of Architectural Services related to the New Seabridge K-5 School project for the Basic Services Fee of:

One Million Seven Hundred Thousand Dollars and Zero Cents (\$1,700,000.00)

In addition to the Basic Services Fee, an additional reimbursable allowance is included for approved expenses of:

Fifty Thousand Dollars and Zero Cents (\$50,000.00)

Fees and reimbursements to be paid out of Master Construct and Implementation Program funds.

RECOMMENDATION

It is the recommendation of the Superintendent, and the Director of Facilities, in conjunction with Caldwell Flores Winters, that the Board of Trustees appoint Flewelling and Moody as Architect of Record for the New Seabridge K-5 School Project and approve the proposed project design and Agreement #17-81 for Architectural Services.

ADDITIONAL MATERIAL

- Architectural Services Agreement #17-81 (87 Pages)

OSD AGREEMENT #17-81

AGREEMENT FOR ARCHITECTURAL SERVICES

BETWEEN

Flewelling and Moody

AND

OXNARD SCHOOL DISTRICT

August 3, 2017

FOR

New Seabridge K-5 School

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AGREEMENT FOR ARCHITECTURAL SERVICES

PREAMBLE

This Agreement for Architectural Services (“**Agreement**”) is entered into on this **3rd 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 3, 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 C**. 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 C** 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 **Exhibits C & D.**

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:

One Million Seven Hundred Thousand Dollars and No Cents (\$1,700,000.00)

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 **Exhibits C & D**, 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 C**) 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 \$50,000.00:

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 C**.

5.4.2.3 Fees for Consultants. Fees for consultants hired and paid by the Architect at the written request of District that are not provided as Basic Services.

5.5 INVOICES

5.5.1 Invoices for Architect's Basic Services. Following completion of the Services applicable to each Phase, or agreement by the District to consider an interim invoice, the Architect shall submit an invoice in form and substance satisfactory to the District in an amount not to exceed the amount specified as the portion of the Basic Fee to be paid for that Phase for the Services identified in the invoice.

5.5.1.1 Each invoice must be accompanied by an **Approval Letter** from the District in the form of **Exhibit D**, attached hereto.

5.5.1.2 Progress payments shall not be made at any time during the Bidding Phase. If District withholds any amount following a default, as provided in Section 6 of this Agreement, the Architect shall certify in each subsequent invoice that none of the amounts invoiced represent any portion of the amounts identified for withholding. Withheld amounts shall be paid as specified on the notice from the District informing the Architect that the District elects to exercise its right to withhold payment following an Architect default, if any.

5.5.2 Invoices for Additional Services. Except for Additional Services that are incorporated into the Basic Fee, payments for Additional Services, shall be made monthly after approval by the District's Board of Trustees. The Architect's invoice shall be clearly marked "Request for Payment for Additional Services." Each invoice shall be accompanied by receipts and adequate supporting information. As required by Section 3320 of the California Civil Code, payment on a 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 NEW SEABRIDGE K-5 SCHOOL PROJECT. 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 C** 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 C** 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: 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 E** and incorporated herein by reference prior to any of the Architect's or Architect Consultant's employees coming into contact with any of the District's pupils. The Architect also agrees to comply, and ensure that all its employees and Architect Consultants comply with all other operational requirements of the District, as may be revised from time to time, including but not limited to any obligations relating to vaccination or testing for infectious diseases.

14.2.4 Name and Trademarks. The Architect shall not use any name, trademark or service mark of the District without first having received the District's written consent to such use.

14.2.5 Conflict of Interest. No member, official or employee of the District shall have any personal interest, direct or indirect, in this Agreement nor shall any such member, official or employee participate in any decision relating to the Agreement which affects his personal interests or the interests of any corporation, partnership or association in which he is directly or indirectly interested.

14.2.6 Safety. The Architect shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Architect shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of its employees, consultant and subcontractors appropriate to the nature of the work and the conditions under which the work is to be performed.

14.2.7 Labor Certification. By its signature hereunder, the Architect certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

14.3 SUPPLEMENTAL CONDITIONS. Any supplemental conditions agreed to by the parties shall be attached as an exhibit to this Agreement and incorporated herein by reference.

SECTION 15

MISCELLANEOUS PROVISIONS

15.1 SUCCESSORS AND ASSIGNS. In as much as this Agreement is intended to secure the specialized Services of the Architect, the Architect may not assign, transfer, delegate or sublet any interest therein without the prior written consent of the District and any such assignment, transfer, delegation or sublease without the District's prior written consent shall be considered null and void. Likewise, the 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: _____

Title: Scott Gaudineer
President/CEO

Date: _____

District

By: _____

Title: Lisa A. Franz
Director, Purchasing

Date: _____

EXHIBIT "A"

Project



Date: April 14, 2017

To: Scott Gaudineer
Flewelling & Moody
815 Colorado Blvd., Suite 200
Los Angeles, CA 90041

From: Jeremy Cogan, Assistant Vice President
CFW, Inc.

Subject: Architect Selection Package for Rose Avenue K-5 Reconstruction Project and New Seabridge K-5 School

Dear Mr. Gaudineer,

The Board of Trustees of the Oxnard School District adopted a Master Construct and Implementation Program on January 18, 2017, including a proposed project plan for the **Reconstruction of Rose Avenue K-5 School** and the **Construction of a New Seabridge K-5 School**. The Board has approved the budget and schedule for the projects and has directed Caldwell Flores Winters, Inc. to proceed with assignment of the design work for each project to a prequalified architectural firm. We are pleased to introduce at this time a Request for Architecture Services for these projects.

The Rose K-5 project consists of a complete reconstruction of the existing Rose campus with an entirely new set of facilities, built according to modern State code, District specifications, 21st century educational program requirements, and to a 750-student capacity. The Seabridge project includes a new school designed as a 630-student K-5 school by State loading standards along with a joint use project with the City of Oxnard to construct park space immediately adjacent to the school area. In order to maximize cost efficiency, and minimize required duration for both design and construction phases, the District is requesting a 'Re-Use of Plans' effort for the projects. Minimizing re-design efforts required for code compliance, and other regulatory requirements, is a critical aspect of this effort, so projects that have been designed and constructed under current building codes should be prioritized where possible.

New facilities for the projects include two-story classroom buildings, libraries, administration spaces, multipurpose rooms, playfields, hard courts, and support spaces. For the Rose site, the new school would be constructed in the current play field areas allowing for instruction to continue at the older facility until completion of the replacement school. Once completed, the older structures would be demolished and new play fields and remaining support facilities would be constructed in their place.

At the Seabridge site, the new school facilities, parking and drop off would be constructed along the western portion of the site neighboring Tradewinds Drive allowing the opportunity for a joint use park on the eastern portion along Seabridge Lane.

At this time, we anticipate that the design phase for the Rose project to commence in June 2017 and be submitted to the Division of the State Architect (DSA) in November 2017. For the Seabridge project, design efforts anticipated to commence in August 2017 and be submitted to DSA by January 2018, with construction anticipated to commence by November 2018 and be substantially complete by April 2020. Due to anticipated funding availability at Rose, construction is scheduled to commence by August 2020 and work on the new school facilities is expected to be substantially complete by January 2022.

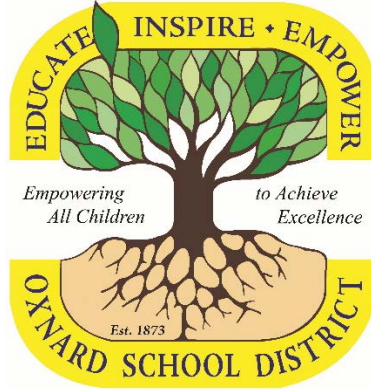
The budgets for both projects were approved by the Board upon adoption in January 2017 of the Master Construct and Implementation Program. The approved budget for Rose includes an estimated Guaranteed Maximum Price of \$22,116,673, and a total “all-in” cost of \$30,209,510 in current dollars. The approved budget for Seabridge includes an estimated Guaranteed Maximum Price of \$20,831,163, and a total “all-in” cost of \$28,568,432 in current dollars.

A process for assigning a qualified architectural firm to the projects has been created to ensure the best use of design team talent, and is described herein. Firms may elect to participate in selection processes for either project or both projects. Any decision will not affect future opportunities with the Oxnard School District. Specific proposal parameters, requirements, and submittal guidelines are included. Please review the attached Request for Architectural Services and submit your response by **1:00 p.m. PDT on Friday May 12, 2017** in PDF format, via email to: Jeremy Cogan, Assistant Vice President, Caldwell Flores Winters, Inc. at jcogan@cfwinc.com.

If you have any questions, please direct them to Jeremy Cogan, CFW at (323) 202-2550.

Sincerely,

Caldwell Flores Winters, Inc.



Oxnard School District

Architect Selection Package

Reconstruction of Rose K-5 School and

Construction of New Seabridge K-5 School

Prepared by:



6425 CHRISTIE AVENUE, SUITE 270
EMERYVILLE, CA 94608
(510) 596-8170

815 COLORADO BLVD, SUITE 201
LOS ANGELES, CA 90041
(323) 202-2550

1901 S. VICTORIA AVENUE, SUITE 106
OXNARD, CA 93035
(805) 263-6544

ARCHITECT SELECTION PACKAGE

I. PROJECT DESCRIPTION: DESIGN & RECONSTRUCT ROSE AVENUE K-5 SCHOOL

ORIENTATION

Rose Avenue Elementary School, located at 220 South Driskill Street, is a 9.3-acre school site and was constructed in 1965. The Rose school site is adjacent to single family homes to the north along Santa Lucia Avenue and La Puerta Avenue to the south. The site is surrounded by residential homes to the north, west, and south and bordered by commercial uses to the east. The school operated a Kindergarten through fifth grade education program during the 2015-2016 school year with 31 permanent classrooms and 3 portable classrooms housing 745 students. All existing facilities on the site are located on the northern half of the property.

PROJECT REQUIREMENTS

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. The total cost per the FMP for Rose's modernization was estimated at \$24.5 million in 2012 dollars. 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 estimated to be \$30.2 million in current dollars estimated during the 2016-17 fiscal year.

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.

The District is currently engaged in development and execution of various construction activities which is expected to continue for the next five years. Design activities must be completed and the plans submitted to the Division of State Architect (DSA) at the earliest date possible and by no later than November 2017. Funding for construction will utilize a mix of sources that include the State School Facilities Program (SFP). Due to anticipated funding availability, construction is scheduled to commence by August 2020 and work on the new school facilities is expected to be substantially complete by January 2022.

DESIGN APPROACH

In order to maximize cost efficiency, and minimize required duration for both design and construction phases, the District is considering a 'Re-Use of Plans' effort for this project. The proposing architectural firms should carefully review the content of this selection package, specifically the approved Educational Specifications and Project Budgets enclosed, and select at least two (2) best-fit options for re-use of plans that have been previously approved by DSA, successfully

constructed within the last 5 years, and have detailed construction cost documentation available. Minimizing re-design efforts required for code compliance, and other regulatory requirements is a critical aspect of this effort, so projects that have been designed and constructed under current building codes should be prioritized where possible.

Architectural firms may select specific components from a variety of approved projects, however such proposals must include a general design showing how the various elements connect to create a cohesive campus concept for the Rose site. In all cases, design teams should carefully review requests for information (RFI's), submittals, agency review comments, and any other issues that created delays or added cost to the original project, to ensure that the appropriate solutions are pro-actively incorporated into the new Rose elementary school design. The proposals should include a brief "lessons learned" narrative from the construction issues that arose when the design was previously built.

The District will also entertain and consider proposals that are not based on a re-use of plans, nevertheless firms proposing custom designed plans will be held to the same standard as those proposing a site-adapted re-use with regard to specifications, ability to meet budget, and anticipated design savings.

METHOD OF DELIVERY

A lease-leaseback (LLB) method of delivery may be utilized for the project as determined by the Board. The contractor will participate in the project early on to provide constructability reviews of proposed designs, cost estimates, preliminary construction schedules, and a site logistics strategy to help create a design that is both inspiring, functional and meets the District's budget and timeline. Design teams should be prepared to describe past experience with the LLB project delivery method, and suggestions for improving the process.

DESIGN CONSIDERATION & PROJECT VISION

Rose is among the oldest schools in the District and is an integral part of the Oxnard community. The design team should be thoroughly familiar with the K-5 education program, learning objectives, and other qualitative functions and features intended for the future use of the site. Proposed designs should draw attention to the unique qualities and opportunities available to future parents and their children, should they choose the Rose K-5 education program as their school of choice. Successful designs will clearly demonstrate how 'form follows function' in such a way as to promote effective 21st century learning environments for students.

The K-5 Rose School has an educational focus on Science and Wellness. Students participate in project based learning experiences with an emphasis on horticulture, eco-systems, and agriculture while incorporating technology into the study of science. Every student and teacher at the school is currently issued a mobile computing device (e.g. iPad) for instructional use in the classroom as well as at home throughout the year. Students learn from experts and experience authentic content that will strengthen the foundation for their participation in academy programs at the middle school level and beyond. The program regularly engages students and experts in on-going conversations through various electronic media sources. The District has formed a vision for the form and function of facilities that is intended to guide schematic design. All classrooms and labs in the new Rose facility must be designed and built to accommodate this program at the K-5 grade levels and enable 21st century methods of teaching and learning. To this end, the District has formed a vision for the form and function of facilities that is intended to guide design.

Furthermore, proposals should integrate design elements, including themes, color schemes, and functions that meaningfully reflect the 'look and feel' of the surrounding neighborhood and overall community within the limitations of the project budget and schedule. Proposals should include the following:

- Description of community-oriented design approaches
- Design features to be accentuated reflective of the neighborhood and the community of Oxnard
- Specific elements/themes/functions that reflect the existing character of the surrounding neighborhood
- Supporting information as to why particular design approaches/elements were selected, and the prospective impact on the community and the student learning experience

It is important for the design team to be mindful of the culture and character of the Rose community, and awareness of this historical and multi-faceted community impact should be thoughtfully included in the proposed design.

Attachment A describes the proposed vision and specifications, including design details for each type of room in the new facility. **Design teams are expected to understand and apply the attached vision to their work on the Project** and provide evidence of this understanding within the submittal requirements posed at the end of this Request for Architectural Services.

Examples of common design features include open plan classrooms that maximize floor space, mobile storage furnishing in lieu of built-in casework, floor to ceiling track-mounted sliding panel markerboards, multiple wall-mounted HDTVs, and agile tables, desks, chairs, stools, lecterns, and other items that are comfortable to use, easy to reposition, and promote collaboration and flexibility. Please note that the costs for all required furniture, fixtures, and equipment in the classrooms and labs have been included within the “all-in” project cost discussed in the Master Budget.

SITE MAP & CONFIGURATION GUIDELINES

Most of the current campus building mass is situated along the northern half of the site and thus permits construction of new facilities to take place on the southern half. Once the new campus is complete, demolition of the old campus will accommodate playfields on the remaining half of the site. Design teams are encouraged to explore configuration options that provide efficient traffic flow and reduce the impact of building massing on nearby homes.

The diagram that follows is for conceptual purposes only and does not indicate the actual placement of new school facilities. Design teams should identify the best configuration of classrooms, support facilities, pedestrian orientation, vehicular circulation, and play areas to maximize the value and cost-efficiency of the new campus. Final placement of the proposed site has not yet been determined, so proposals should thoughtfully consider site configurations that are mindful of access requirements, proximity to existing uses and neighboring facilities, and promoting the most efficient use and integration of space.

No interim housing beyond existing buildings will be required as the site will continue to operate within existing facilities that will be demolished once facilities are completed as determined by the Board. The existing student population will be relocated to the new K-5 facility upon its completion. There is a goal to minimize the cost of additional interim facilities to accommodate the new construction of facilities throughout the District.

EXISTING (LEFT) AND CONCEPTUAL (RIGHT) CONFIGURATION OF ROSE AVENUE K-5 SCHOOL



APPROVED EDUCATIONAL SPECIFICATIONS & BUDGET

The specifications that follow reflect Board approved Educational Specifications and a Board approved 750-student capacity by state loading standards for the Rose project per the Master Construct and Implementation Program. To address this capacity in the proposed design first requires prospective Design teams to recognize the variation in State loading standards under the School Facility Program with regard to each type of pupil grant offered. For example, classrooms loaded with a standard educational program for grades K-5 are assumed to house 25 pupils per room. Separately, SDC (Special Day Classroom) Non-Severe has a State loading standard of 13 pupils per classroom and SDC Severe has a State loading standard of 9 pupils per classroom.

It is the District's intent for the 750-student capacity of the site to be observed, with students housed in the quantity of classrooms required relative to program requirements. During the design process the District will evaluate the full needs of its Special Education Program and, in particular, the severely handicapped component of the Special Education Program will require further evaluation.

The following approved Educational Specifications are to be applied to the project for initial cost estimating purposes, however the actual room counts and specific uses will be adjusted and determined pursuant to anticipated State funding based on the number and specific type of pupil grants to be utilized for Special Education Program students. The District reserves the opportunity to make adjustments to required classroom facilities as may be needed pursuant to its Special

Education Program and as may be funded pursuant to the State’s School Facilities Program new construction grants for SDC severe and SDC non-severe uses.

Use of certain spaces, including specific adjustments to functionality, design, and adjacency, are specifically described in Attachment A. Architects are advised to observe changes desired by the District between the current application of these specifications, and previous schools constructed by the District.

SPACE	AREA	UNITS	TOTAL
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Classroom	960	25	24,000
Kindergarten	1,120	4	4,480
Special Ed/RSP/Speech	960	2	1,920
Teaching Space (Total Sq. Ft.)			30,400

Flex Room	150	1	150
Counselor Room	150	1	150
Psychologist Room	150	1	150
Teaching Support Space (Total Sq. Ft.)			450

Workroom/Storage	200	2	400
Toilets	65	4	260
Equipment Storage	100	1	100
Kindergarten Support Space (Total Sq. Ft.)			760

Lobby/Waiting	300	1	300
Reception/Clerical	75	2	150
Principal's Office	200	1	200
Admin Assistant	75	1	75
Conference Rm	250	1	250
Work/Main Copy Room	250	1	250
Health Office	100	1	100
Nurse/Health Clerk	75	1	75
Health Office Toilet	65	1	65
Workroom/Lounge	600	1	600
Kitchenette/Vending	150	1	150
Staff Toilets	195	2	390
Parent/Multi-Purpose/Workroom	300	1	300
Storage Room	100	1	100
Administrative Space (Total Sq. Ft.)			3,005

SPACE	AREA	UNITS	TOTAL
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Circulation Desk	50	1	50
Work/Processing Room	200	1	200
Storage Room	100	1	100
Reading Room	900	1	900
Story Telling Nook	400	1	400
Stacks	400	1	400
Textbook Storage	200	1	200
Small Breakout Room	100	3	300
Tech Work/Storage Rm	150	1	150
Library and Resource Center (Total Sq. Ft.)			2,700

Multipurpose Room	3,500	1	3,500
Chair/Table Storage	200	1	200
Control Room	75	1	75
Music Platform	1,400	1	1,400
Instrument Storage Room	200	1	200
Serving/Prep Kitchen	350	1	350
Walk-in Refrigerator & Freezer	75	2	150
Dry Storage	75	1	75
Locker Alcove	50	1	50
Office/Workstation	75	1	75
Toilet/Changing	75	1	75
Custodial Services	100	1	100
Multipurpose Facility (Total Sq. Ft.)			6,250

Lunch Shelter	2,800	1	2,800
Kindergarten Shade Structure	1,200	1	1,200
Restrooms	2,200	1	2,200

TOTAL CLASSROOMS		31	
TOTAL BUILT AREA (SQ. FT.)			49,765

SUMMARY BUDGET:

The construction budget (projected Guaranteed Maximum Price, or “GMP”) for the project is \$22,116,673, inclusive of general conditions and requirements, contractor fees and overhead. The soft costs identified below include design fees, consulting services, testing and inspection services, agency approval fees, etc. The total “all in” budget for the site is \$30,209,510 estimated in current dollars for the fiscal year ending June 2017 (including contingencies, and both hard and soft costs), including demolition and site work.

Rose Avenue K-5 School Reconstruction		Net Total	Unit	Budget
Teaching Space (27 classrooms and 4 Kindergarten)		30,400	sf	
Teaching Support (RSP, speech, psychologist, flex office)		450	sf	
Kindergarten Support (workroom, toilets, storage)		760	sf	
Administrative Space		3,005	sf	
Library and Resource Center		2,700	sf	
Multipurpose Facility		6,250	sf	
Lunch Shelter		2,800	sf	
Kindergarten Shade Structure		1,200	sf	
Restrooms		2,200	sf	
	Specification Subtotal	49,765	sf	
Building Support & Circulation (18%)		8,958	sf	
Electrical, mechanical, custodial, storage, etc				
Stairways, elevator, covered corridors				
	Building Total	58,723	sf	
Site work, including playfields and parking				
Demolition of existing campus				
General Conditions and Requirements				
Contractor's Bond, CCIP, Risk, and Insurance				
Contractor's Fee and Overhead, Construction Contingency				
	Total Hard Costs / GMP Value			\$22,116,673
Soft Costs				
21st Century Classroom and Support Facility FF&E (approx. 6% of hard cost)				
Professional Services (e.g. architect/engineering/other consulting fees)				
Agency fees, Inspection (IOR)				
Environmental, Legal				
Project Contingency				
Other (e.g. preliminary testing, energy analysis, misc.)				
	Total Soft Costs			\$8,092,837
	"All-in" budget			\$30,209,510

SUMMARY TIMELINE & SCHEDULE:

The construction schedule and academic schedule may require that both new and old portions of the campus be in operation simultaneously. Confirming that existing site utilities have adequate capacity for this simultaneous use will be a critical component of achieving a successful project. Design teams are encouraged to engage Civil Engineering consultants early on in the process in this regard. The schedule chart below is based on the District's fiscal year calendar, in which Q1 of FY2017 effectively begins July 1, 2016, and Q4 of FY2017 effectively ends June 30, 2017.

	2016-2017		2017-2018				2018-2019	2019-2020	2020-2021				2021-2022			
	Qtr 3 Jan-Mar	Qtr 4 Apr-June	Qtr 1 July-Sept	Qtr 2 Oct - Dec	Qtr 3 Jan-Mar	Qtr 4 Apr-June	Qtr 1-4 July-June	Qtr 4 Apr-June	Qtr 1 July-Sept	Qtr 2 Oct - Dec	Qtr 3 Jan-Mar	Qtr 4 Apr-June	Qtr 1 July-Sept	Qtr 2 Oct - Dec	Qtr 3 Jan-Mar	Qtr 4 Apr-June
Design and Reconstruct																
Planning																
Design																
DSA Review																
State Funding Review																
Bidding																
Construction																
Closeout																

- Design & Reconstruct Rose K-5 School:**
- DSA Submittal: November, 2017
 - Start Construction: August, 2020
 - End Construction: January, 2022

II. PROJECT DESCRIPTION: DESIGN & CONSTRUCT NEW SEABRIDGE K-5 SCHOOL

ORIENTATION

The District acquired the Seabridge school site in June 2013 for the construction of a future K-5 school facility and has filed a grant application with the State Office of Public School Construction (OPSC) for reimbursement of site acquisition costs. The site is approximately 8.8 acres and is located on the southside of the 4100 block of Wooley Road. The site is bounded by Wooley Road to the north, mixed-use development on the west, Seabridge Lane on the east, and a boat channel of the Channel Islands Harbor on the south. The District completed a 2010 Initial Study and Mitigated Negative Declaration pursuant to the California Environmental Quality Act (CEQA).

PROJECT REQUIREMENTS

The new school will be designed as a 630-student K-5 school by State learning standards and include a 25-classroom campus with a library, multipurpose room, hard court play areas, and required support spaces. It is also intended operate its play fields adjacent to the school area as a joint use project with the City of Oxnard. Ongoing meetings involving the District and City of Oxnard continue to coordinate aspects of the property development, including the developer's request for a drainage retention basin on the District's property and design requirements of the joint use park. These activities are also being coordinated with the District's legal counsel.

The District is currently engaged in the development and execution of various construction activities which is expected to continue for the next five years. Design activities must be completed and the plans submitted to the Division of State Architect (DSA) at the earliest date possible and by no later than February 2018. Funding for construction will utilize a mix of sources that include the State School Facilities Program (SFP). Construction is scheduled to commence by November 2018 and work on the new school facilities is expected to be substantially complete by April 2020.

DESIGN APPROACH

In order to maximize cost efficiency, and minimize required duration for both design and construction phases, the District is considering a 'Re-Use of Plans' effort for this project. The District will also entertain and consider proposals that are not based on a re-use of plans, nevertheless firms proposing custom designed plans will be held to the same standard as those proposing a site-adapted re-use with regard to specifications, ability to meet budget, and anticipated design savings.

Architectural firms proposing a re-use should carefully review the content of this selection package, specifically the approved Educational Specifications and Project Budgets enclosed, and select at least two (2) best-fit options for re-use of plans that have been previously approved by DSA, successfully constructed within the last 5 years, and have detailed construction cost documentation available. Minimizing re-design efforts required for code compliance, and other regulatory requirements is a critical aspect of this effort, so projects that have been designed and constructed under current building codes should be prioritized where possible. Architectural firms may select specific components from a variety of approved projects, however such proposals must include a general design showing how the various elements connect to create a cohesive campus concept for the Seabridge site as well as meet the unique requirements of the project, site location, Coastal Commission restrictions, and other considerations as may be relevant. In all cases, design teams should carefully review requests for information (RFI's), submittals, agency review comments, and any other issues that created delays or added cost to the original project, to ensure that the appropriate solutions are pro-actively incorporated into the new Seabridge elementary school design. The proposals should include a brief "lessons learned" narrative from the construction issues that arose when the design was previously built.

METHOD OF DELIVERY

A lease-leaseback (LLB) method of delivery may be utilized for the project as determined by the Board. The contractor will participate in the project early on to provide constructability reviews of proposed designs, cost estimates, preliminary construction schedules, and a site logistics strategy to help create a design that is both inspiring, functional and meets the District's budget and timeline. Design teams should be prepared to describe past experience with the LLB project delivery method, and suggestions for improving the process.

DESIGN CONSIDERATION & PROJECT VISION

The design team should be thoroughly familiar with the District's educational specifications K-5 education and 21st century learning environments. Successful designs for the new school site will clearly demonstrate how 'form follows function' in such a way as to promote effective 21st century learning environments for students.

Students are anticipated to participate in project based learning experiences with every student and teacher at the school utilizing an iPad for instructional use in the classroom as well as at home throughout the year. Students learn from experts and experience authentic content that will strengthen the foundation for their participation in academy programs at the middle school level and beyond. The District's educational program regularly engages students and experts in on-going conversations through various electronic media sources. The District has formed a vision for the form and function of facilities that is intended to guide schematic design. All classrooms and labs in the new Seabridge facility must be designed and built to accommodate this program at the K-5 grade levels and enable 21st century methods of teaching and learning. To this end, the District has formed a vision for the form and function of facilities that is intended to guide design.

Furthermore, proposals should integrate design elements, including themes, color schemes, and functions that meaningfully reflect the 'look and feel' of the surrounding neighborhood and overall community within the limitations of the project budget and schedule. Proposals should include the following:

- Description of community-oriented design approaches
- Design features to be accentuated reflective of the neighborhood and the community of Oxnard
- Specific elements/themes/functions that reflect the existing character of the surrounding neighborhood
- Supporting information as to why particular design approaches/elements were selected, and the prospective impact on the community and the student learning experience

It is important for the design team to be mindful of the existing architectural style and character of the surrounding Seabridge areas. Surrounding uses include agriculture to the north, mixed-use development to the west, single-family residential waterfront development to the south, and commercial retail to the east.

Attachment A describes the proposed vision and specifications, including design details for each type of room in the new facility. **Design teams are expected to understand and apply the attached vision to their work on the Project** and provide evidence of this understanding within the submittal requirements posed at the end of this Request for Architectural Services.

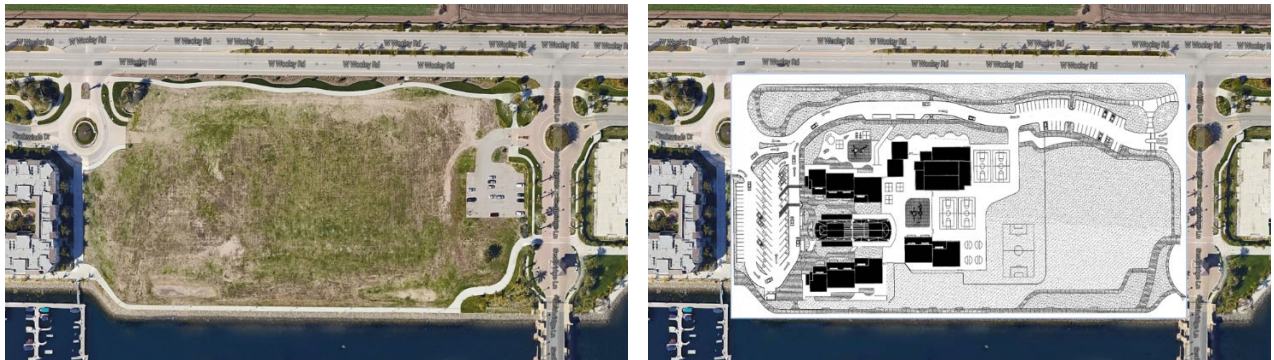
Examples of common design features include open plan classrooms that maximize floor space, mobile storage furnishing in lieu of built-in casework, floor to ceiling track-mounted sliding panel markerboards, multiple wall-mounted HDTVs, and agile tables, desks, chairs, stools, lecterns, and other items that are comfortable to use, easy to reposition, and promote collaboration and flexibility. Please note that the costs for all required furniture, fixtures, and equipment in the classrooms and labs have been included within the "all-in" project cost discussed in the Master Budget.

SITE MAP & CONFIGURATION GUIDELINES

The diagram that follows is for conceptual purposes only and indicates a preliminary approach to usage of the site in compliance with California Coastal Commission requirements as well as anticipated community access to a joint use park space. In addition to the need to recognize access requirements to playfields and the coastline, proposing firms are advised to consider options to promote building placements and configurations that improve the District's ability to secure the site given limitations on site perimeter fencing. Attention will be paid to the architectural firm's strategy and approach for compliance with anticipated California Coastal Commission requirements. The District has completed prior California Environmental Quality Act (CEQA) findings through an Initial Study and Mitigated Negative Declaration report completed for the site in November 2010 and may be found at the following link: [2010 Initial Study and Mitigated Negative Declaration](#). As previously discussed, coordination efforts involving the District and City of Oxnard continue, including a potential drainage retention basin on the District's property and the design requirements for the joint use park.

Design teams should identify the best configuration of classrooms, support facilities, pedestrian orientation, vehicular circulation, and play areas to maximize the value and cost-efficiency of the new campus. Proposals should thoughtfully consider site configurations that are mindful of access requirements, proximity to existing uses in the Seabridge community, and promoting the most efficient use and integration of space.

EXISTING (LEFT) AND CONCEPTUAL (RIGHT) CONFIGURATION OF SEABRIDGE



APPROVED EDUCATIONAL SPECIFICATIONS & BUDGET

The specifications on the following page reflect Board approved Educational Specifications and the Board approved 630-student capacity for the Seabridge K-5 project per the Master Construct and Implementation Program and should be addressed in the proposed design. The approved specifications reflect certain anticipated restrictions as to the size and student population of this compact site and are based on State classroom loading standards of 25 students per standard classroom. With a total of 25 classrooms loaded to approximately 25 students each, a state loading of 625 students can be achieved, closely matching the approved specification.

It is the District's intent for the 630-student capacity of the site to be observed, with students housed in the quantity of classrooms required relative to program requirements. The following approved Educational Specifications are to be applied to the project for initial cost estimating purposes, however the actual room counts and specific uses will be adjusted and determined pursuant to anticipated State funding based on the number and specific type of pupil grants to be utilized. The District reserves the opportunity to make adjustments to required classroom facilities as may be needed pursuant to its Education Program (e.g. Special Education) and as may be funded pursuant to the State's School Facilities Program new construction grants.

Use of certain spaces, including specific adjustments to functionality, design, and adjacency, are specifically described in Attachment A. Architects are advised to observe changes desired by the District between the current application of these specifications, and previous schools constructed by the District.

SPACE	AREA	UNITS	TOTAL
Classroom	960	20	19,200
Kindergarten	1,120	4	4,480
Special Ed	960	1	960
Teaching Space (Total Sq. Ft.)			24,640

RSP/Speech Room	480	1	480
Flex Room	150	1	150
Counselor Room	150	1	150
Psychologist Room	150	1	150
Teaching Support Space (Total Sq. Ft.)			930

Workroom/Storage	200	2	400
Toilets	65	4	260
Equipment Storage	100	1	100
Kindergarten Support Space (Total Sq. Ft.)			760

Lobby/Waiting	300	1	300
Reception/Clerical	75	2	150
Principal's Office	200	1	200
Admin Assistant	75	1	75
Conference Rm	250	1	250
Work/Main Copy Room	250	1	250
Health Office	100	1	100
Nurse/Health Clerk	75	1	75
Health Office Toilet	65	1	65
Workroom/Lounge	600	1	600
Kitchenette/Vending	150	1	150
Staff Toilets	195	2	390
Parent/Multi-Purpose/Workroom	300	1	300
Storage Room	100	1	100
Administrative Space (Total Sq. Ft.)			3,005

SPACE	AREA	UNITS	TOTAL
Circulation Desk	50	1	50
Work/Processing Room	200	1	200
Storage Room	100	1	100
Reading Room	900	1	900
Story Telling Nook	400	1	400
Stacks	400	1	400
Textbook Storage	200	1	200
Small Breakout Room	100	3	300
Tech Work/Storage Rm	150	1	150
Library and Resource Center (Total Sq. Ft.)			2,700

Multipurpose Room	3,500	1	3,500
Chair/Table Storage	200	1	200
Control Room	75	1	75
Music Platform	1,400	1	1,400
Instrument Storage Room	200	1	200
Serving/Prep Kitchen	350	1	350
Walk-in Refrigerator & Freezer	75	2	150
Dry Storage	75	1	75
Locker Alcove	50	1	50
Office/Workstation	75	1	75
Toilet/Changing	75	1	75
Custodial Services	100	1	100
Multipurpose Facility (Total Sq. Ft.)			6,250

Lunch Shelter	2,800	1	2,800
Kindergarten Shade Structure	1,200	1	1,200
Restrooms	2,200	1	2,200

TOTAL CLASSROOMS	25		
TOTAL BUILT AREA (SQ. FT.)		44,485	

SUMMARY BUDGET:

The construction budget (projected Guaranteed Maximum Price, or "GMP") for the project is \$20,831,163, inclusive of general conditions and requirements, contractor fees and overhead. The soft costs identified in the following table include design fees, consulting services, testing and inspection services, agency approval fees, etc. The total "all in" budget for the site is \$28,568,432 estimated in current dollars for the fiscal year ending June 2017 (including contingencies, and both hard and soft costs), including site work.

New Seabridge K-5 Elementary School		Net Total	Unit	Budget
Teaching Space (21 classrooms and 4 Kindergarten)		24,640	sf	
Teaching Support (RSP, speech, psychologist, flex office)		930	sf	
Kindergarten Support (workroom, toilets, storage)		760	sf	
Administrative Space		3,005	sf	
Library and Resource Center		2,700	sf	
Multipurpose Facility		6,250	sf	
Lunch Shelter		2,800	sf	
Kindergarten Shade Structure		1,200	sf	
Restrooms		2,200	sf	
	Specification Subtotal	44,485	sf	
Building Support & Circulation (18%)		8,007	sf	
Electrical, mechanical, custodial, storage, etc				
Stairways, elevator, covered corridors				
	Building Total	52,492	sf	
Site work, including playfields and parking				
General Conditions and Requirements				
Contractor's Bond, CCIP, Risk, and Insurance				
Contractor's Fee and Overhead, Construction Contingency				
	Total Hard Costs / GMP Value			\$20,831,163
Soft Costs				
21st Century Classroom and Support Facility FF&E (approx. 6% of hard cost)				
Professional Services (e.g. architect/engineering/other consulting fees)				
Agency fees, Inspection (IOR)				
Environmental, Legal				
Project Contingency				
Other (e.g. preliminary testing, energy analysis, misc.)				
	Total Soft Costs			\$7,737,269
	"All-in" budget			\$28,568,432

SUMMARY TIMELINE & SCHEDULE:

The schedule chart below is based on the District's fiscal year calendar, in which Q1 of FY2017 effectively begins July 1, 2016, and Q4 of FY2017 effectively ends June 30, 2017.

	2016-2017		2017-2018				2018-2019				2019-2020				2020-2021
	Qtr 3 Jan-Mar	Qtr 4 Apr-June	Qtr 1 July-Sept	Qtr 2 Oct - Dec	Qtr 3 Jan-Mar	Qtr 4 Apr-June	Qtr 1 July-Sept	Qtr 2 Oct - Dec	Qtr 3 Jan-Mar	Qtr 4 Apr-June	Qtr 1 July-Sept	Qtr 2 Oct - Dec	Qtr 3 Jan-Mar	Qtr 4 Apr-June	Qtr 1 July-Sept
Design and Construct	[Green bar spanning all quarters]														
Planning	[Blue bar]														
Design			[Orange bar]												
DSA Review			[Red bar]												
State Funding Review			[Purple bar]												
Bidding							[Yellow bar]								
Construction							[Brown bar]								
Closeout											[Grey bar]				

Design & Construct Seabridge K-5 School:

- DSA Submittal: January, 2018
- Start Construction: November, 2018
- End Construction: April, 2020

III. METHOD OF SELECTION

ASSIGNMENT PROCESS:

Each prequalified firm can elect, or decline, to participate in the assignment process for both the Rose Avenue K-5 Reconstruction Project and the New Seabridge K-5 School. Firms may elect to submit proposals that are responsive to either project or both projects. Any decision will not affect future opportunities with the Oxnard School District. Firms should carefully review the detailed information and submittal requirements contained within this package.

Teams that wish to visit the Rose site to make further observations will be notified of the opportunity for a site visit. CFW will organize a single tour of the Rose site for all interested teams. Please do not visit the Rose site without coordinating with CFW. At this time, a tour of the Seabridge site is not anticipated.

Once the proposal deadline has passed, the District, via its program manager, will begin arranging interviews with firms that have submitted a complete and germane response for one or both of the planned school projects. The design firms should include staff assigned to the project in the interview process. One interview process per firm will be held. For example, should a firm submit a proposal for both projects, one interview with that firm would be held to discuss both projects should the District deem the proposal suitable for interview.

The interview results will be considered along with the proposed design, estimated fee amounts, estimated cost of construction, quality of staff, level of understanding of the project parameters, and creativity of the proposed approach to meet educational specifications without sacrificing the quality of the finished product. Site visits to referenced projects may be conducted with the highest ranked firm(s). Design teams must coordinate in advance a potential site visit at each proposed "re-use" site with the site staff and district facilities department as required to ensure that all sites are on stand-by for a site visit during the times allotted in the schedule below, should the District choose to visit the site(s).

SELECTION SCHEDULE

The following is a projection of tentative milestone dates for selection:

- Rose/Seabridge selection package sent to prequalified firms: **April 14, 2017**
- Participating teams notify CFW of their intent to provide a proposal: **April 17, 2017**
- Potential tour of Rose Site: **Week of April 17, 2017**
- Rose/Seabridge responses due: **May 12, 2017, by 1:00 PM**
- Review of submittals and Rose/Seabridge interviews completed:
(tour may be requested of site(s) proposed for "re-use") **Week of May 15, 2017**
- Recommended selection for Rose/Seabridge announced: **Week of May 22, 2017**
- Board action on recommended Rose firm/execution of contract: **June 21, 2017 or thereafter**
- Board action on recommended Seabridge firm/execution of contract: **August 2, 2017 or thereafter**

The District reserves the right to modify the above schedule at its sole discretion.

SUBMITTAL FORMAT & REQUIREMENTS

General Information: Architects responding to one or both projects are required to provide a single set of responses with regard to General Information about their firm’s capabilities, prior experience, and past projects. This information should include, but need not be limited to, the following:

1. Briefly summarize similar projects completed by your firm within the last five years that closely match the proposed project(s) as referenced in the Project Description(s).
2. Provide any recommendations that improve the functionality and effectiveness of the project (s), particularly with regard to delivering the proposed educational program.
3. Discuss ways in which your proposed design strategies can help to meet or accelerate the proposed timelines of the project(s).
4. Discuss the firm’s experience with the District’s preferred delivery method of using a Lease-leaseback contractor, in comparison with other delivery methods within the firm’s experience.

Site-Specific Information: Architects are required to include a unique and separate response to the following site specific questions for each project they intend to propose for selection by the District. This information should include, but need not be limited to, the following:

1. Detailed review of 2-3 proposed “re-use” projects, indicating whether an entire project, or a combination of several projects are best-suited to be “re-used” for the Rose and/or Seabridge projects. Where a firm is not proposing re-use, recent similar projects may be referenced in-lieu. Project details should include:
 - a. Narrative of “lessons learned” from each of the projects identified. Narrative should include commentary of RFIs, agency comments, inspection requirements, or other challenges that had to be overcome to produce a successful project;
 - b. Discussion of the complexities of “re-use” or the challenges inherent in creating an untested design and how your firm intends to integrate lessons learned to enhance the quality of the proposed design;
 - c. Confirmation that the design firm has made preliminary arrangements to secure site approval for a visit to review completed project(s) identified, to be toured upon further request by the District and CFW.
2. Discuss the role of the Firm’s proposed assigned personnel, the strengths and experience they bring to the Rose and/or Seabridge projects, and their level of participation to be expected on the project(s). If submitting for both projects, please specify staff for each project
3. Provide a line item conceptual cost estimate for the firm’s proposed design concepts for the Rose and/or Seabridge projects. Separate cost estimates should be provided for each project. A grand total cost should be provided as a basis for comparison with the “all-in” project budget that integrates hard and soft costs. The estimate should include:
 - a. Your understanding of project details by component, unit, and unit cost in a table format; including a detailed construction cost and schedule analysis. See “Attachment B” – Reconstruction of Rose Avenue K-5 Cost Comparison Sheet and “Attachment C” – New Seabridge K-5 Cost Comparison Sheet
 - b. Adequate notation specifying significant assumptions of the cost estimate(s);
 - c. A separate line item identifying the cost for FF&E the project(s);
 - d. Values in current dollars only—do not escalate your estimates; and

- e. Written comments, if the firm believes it is necessary to communicate information in the tables, however, the priority shall be in delivering the data in a format that maintains compatibility with Microsoft Excel.

Proposal Format

Proposals should be formatted to effectively address the following issues in as much detail as necessary to fulfill each request. Each proposal should have a single cover letter briefly discussing the firm's conceptual understanding of the project(s) and identifying design fees inclusive of all architectural design services to satisfy and achieve DSA approval for the project(s) as well as ongoing services required during construction. The fee should include integrated space planning services sufficient to achieve interior and exterior FF&E components.

Whether a firm chooses to submit for one or both projects, one integrated proposal submittal is required. Limit response for the General Information requested to no more than ten (10) single sided 8 ½ x 11 pages of written narrative and graphics and six (6) single sided 11 x 17 diagrams/photographs of past projects. General Information includes the cover letter indicated above. For the Site-Specific Information requested, limit responses for each project proposed to no more than ten (10) single sided 8 ½ x 11 pages of written narrative and graphics and six (6) single sided 11 x 17 diagrams/photographs to illustrate the design proposals for each project. For Firms submitting proposals for both projects, this amounts to a grand total of thirty (30) single sided 8 ½ x 11 pages and eighteen (18) single sided 11 x 17 pages. The required Attachment B and/or Attachment C does not count within the page limit, nor do pages used primarily for document organization purposes (e.g. front and back cover, divider tabs, table of contents, etc.).

Firms are requested to submit their response within a single file in PDF format (plus Attachment B and/or Attachment C returned in Excel format) via email attachment or a download location provided by email (use of cloud-based services like DropBox or similar service for large file transmittal is acceptable) to Jeremy Cogan at jcogan@cfwinc.com by no later than 1:00 PM PDT, May 12, 2017.

Multiple hard copies of the proposals will be requested and required at the time of interview.

EXHIBIT "B"

Architect's Basis of Design

(Proposal)



Proposal for:
Oxnard School District
**Architectural and Engineering Services for the New Seabridge
K-5 Elementary School**

Submitted to:
Caldwell Flores Winters, Inc.

**815 Colorado Blvd., Suite 201
Los Angeles, California 90041**

July 10, 2017

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Architectural and Engineering Services for the new Seabridge K-5 School

1. Project Description/Scope of Work

- a. The District is planning to construct a new 630 student, 25 classroom K-5 school by state loading standards along with a joint use project with the city of Oxnard to construct park space immediately adjacent to the school area.
- b. The District has prepared Educational Specifications/Areas that shall be incorporated as part of the conceptual design.
- c. The District and CFW shall provide input through the course of the programming and design.
- d. Adherence to a style reflective of the Seabridge residential architecture is an important feature as well as incorporating modern elements for 21st century learning.

2. Scope of Services

- a. The Architect shall review the Board approved Vision and Education Specifications and other materials as provided by CFW with regard to specific programming criteria.
- b. Develop conceptual site plan, floor plans, elevations and renderings for review and approval.
- c. Create 2 minute (+/-) video fly over of initial concept.
- d. Meet with District designated participants and/or Design Committee and/or Neighbor Council, if requested, at regular intervals to identify specific criteria for the facility and site (maximum of three meetings) and review potential responses to meet the criteria as outlined.
- e. Meet with designated City participants to coordinate school site and adjacent park plans (maximum three meetings).
- f. Review and incorporate approved Coastal Commission criteria for this site, per their approval at the March 13, 2013 public hearing. Assist the District with Coastal Commission staff input and, if required, attend two meetings in Sacramento or other regional offices. Attend one Coastal Commission meeting to assist the District in obtaining approval.
- g. Develop construction documents for the school and site for various agency approvals.
- h. Public Agency Approvals to include:
 1. Submit documents to the Division of State Architect for review and approval. Make next necessary corrections as required for approval
 2. Submit documents for local agency approval for on-site and off-site work for review and approval.
 3. The California Coastal Commission for site specific improvements.
 4. Assist the District with final CDE approval.
- i. Meet with Board of Trustees at regular intervals to update and present initial concepts and final design for approval (up to three meetings).

- j. Research traditions, heritage and architectural styles of the community for potential incorporation into the design.
- k. Assist the District's selected Lease/Leaseback Contractor during the bidding phase.
- m. During the Construction Administration phase provide:
 - 1. Construction observation on a weekly basis.
 - 2. Review and approve submittals, samples, and shop drawings
 - 3. Provide clarifications and changes as required to field conditions, etc.
 - 4. Submit appropriate required documentation for the DSA drop box.

3. District Responsibilities

- a. District shall provide topographic surveys, geologic reports, agricultural soil reports, site specific tsunami evacuation plans, traffic studies, environmental impact reports and CEQA documentation and other required reports as required.
- b. District shall assign program management staff and other representatives that shall have the authority to guide and provide input to the Architect's process of design on behalf of the District as directed by the Board of Trustees.
- c. District shall provide any current educational specifications and material / equipment / furnishings standards that have been approved by the Board of Trustees.
- d. The District shall designate key staff members to provide required decisions within a reasonable time frame (maximum 4 business days).
- e. Pay all required fees

4. Project Budget

- a. The estimated construction cost/GMP value (2017 dollars) is \$20,831,163
- b. The estimated "All-In" budget is \$28,568,432

5. Project Milestones

- | | |
|------------------|--------------------------|
| a. Design: | August 2017-January2018 |
| b. DSA Review: | January 2018-August 2018 |
| c. Bidding : | August 2018-October 2018 |
| d. Construction: | November 2018-April 2020 |

6. The Project Team

The project team members assigned to this project shall be:

- | | |
|-----------------------------|-----------------------------|
| ▪ Architect: | Flewelling & Moody, Inc. |
| ▪ Structural Engineer: | Grossman & Speer Associates |
| ▪ MEP Engineer: | Budlong& Associates, Inc. |
| ▪ Fire Protection Engineer: | Coffman Engineering, Inc. |
| ▪ Civil Engineer: | Phoenix Engineering, Inc. |
| ▪ Food Services Consultant: | Webb Design Group |
| ▪ Landscape Architect: | Oasis Associates |

7. Professional Services Fee

The fixed fee for the specified scope of services and as per the District's architectural services agreement for basic services shall be \$1,700,000 plus an allowance of up to \$50,000 for reimbursable expenses. The billing shall be monthly and due within 30 days. Reimbursable expenses shall be invoiced separately at cost plus 10 percent. Additional Services shall be approved in writing by the District and be invoiced per the hourly rates (see Exhibit "A") or per the agreed additional fee. All additional services shall be approved in writing prior to work commencing.

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 10%

Reimbursable costs include but not limited to: all printing, agency fees, and travel in excess of 100 miles of either Oxnard or Los Angeles.

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"
BASIC SERVICES AND DESCRIPTION OF SUBMITTALS

A. GENERAL REQUIREMENTS

In addition to any other requirements set forth in this Agreement, the Architect shall comply with all of the following requirements during, unless specified otherwise, all phases of the Architectural Services:

- (1) Determine which governmental agencies have jurisdiction over the Project or any portion thereof and document same in writing to the District; coordinate with and implement the requirements of such agencies, e.g., California Department of Education ("CDE"), Office of Public School Construction (OPSC), Division of the State Architect (DSA), State Fire Marshal, *et cetera*.
- (2) Review subsoil data, chemical, mechanical and other data logs of borings, etc., furnished to Architect pursuant to this Agreement and advise the District whether such data are sufficient for purposes of design, or whether additional data are necessary.
- (3) Utilize District provided title report for Project site to determine scope and extent of any easements or other site limitations.
- (4) Be responsible for the coordination of the design and the layout of the technology backbone system with the District's technology consultant. The coordination effort shall include location and routing of raceways, conduits, and outlets and required spaces to accommodate electrical, data and communication wiring.
- (5) Provide services required to obtain local agencies approval for off-site work including review by governmental agencies having jurisdiction over the Project.
- (6) Develop a grading and drainage plan and a site plan from architectural information showing a final development of the site, this drawing will also include a horizontal and vertical control plan and a utility infrastructure plan. The services described in this Subparagraph shall be provided by a professional civil engineer who is to subcontract with the Architect.
- (7) Architect to document the location of existing utility lines, telephone, water and sewage, etc., within the limits of all on-site and off-site work. This information shall be provided by the District. Architect shall verify the capacity of all existing project utilities.
- (8) Chair, conduct and take minutes of coordination meetings, held as reasonably necessary during each design phase with its consultants. Invite the District and the District's consultants to participate in these meetings. Keep a separate log to document design/coordination comments generated in these meetings. The form of Comment Tracking Document to be used by Architect should be coordinated with the Lease/Leaseback Contractor (LLBC).

- (9) Maintain a log of all meetings, site visits or discussions held in conjunction with the work of this Project (with documentation of major discussion points, observations, decisions, questions or comments) and furnish to the District for inclusion in the overall Project documentation.
- (10) Utilize the standardized filing system as currently utilized by Architect.
- (11) Provide interior design and other similar services required for or in connection with color coordination including furnishing, including the provision of a standard color board to assist in consultation with the District regarding such color coordination. Coordinate the placement of furniture, and equipment layout and consult with District to ensure proper placement of required furniture and equipment. The District shall procure furnishing and moveable equipment.
- (12) Prepare necessary documents for and oversee the processing of District's application for and obtaining of required approvals from the DSA, the CDE, the State Fire Marshall and all other agencies exercising jurisdiction over the Project. Prepare and submit any required applications, notices or certificates to public agencies as required by law. Provide copies of all such documents to the District.
- (13) Prepare all documentation performed pursuant to this Agreement with the assistance of technology that is currently utilized by Architect. Deliver to the District, on request, the tape and/or his disc format and the name of the supplier of the software/hardware necessary to use the design file. Architect and District shall each sign a "hard" copy of reproducible documents that depict this information at the time provided to the District.

B. ESTIMATES AND COSTS GENERALLY

In addition to any other requirements set forth in this Agreement, the Architect shall comply with all of the following requirements during, unless specified otherwise, all phases of the Architectural Services:

- (1) For purposes of this Agreement, "construction cost" for estimation purposes shall mean the total of any and all costs of the construction of the Project, including, without limitation, costs of site preparation, removal or demolition of existing structures, storm-water compliance and erosion control, construction of school buildings and ancillary facilities and improvements, and all other work, supplies, materials, services or other things of any nature whatsoever incidental or necessary work in connection with construction of the Project, construction management and job supervisor fees and other costs directly allocable to the Project, all costs and expenses including any application and processing fees, taxes or insurance premiums paid by the District for the Project, and administrative and other expenses necessary or incident to the Project. The term "construction cost" shall, for purposes of estimation only, include the costs incurred by the District for construction management and job supervisor fees. "Construction cost" shall not include all of the costs associated with preparing, generating or reproducing copies of any plans, specifications or other construction documents, including, without limitation, additional copies for any subcontractors prepared at District expense. The

term construction cost excludes property and similar taxes attributable to the Project site.

- (2) The Architect shall review construction cost and total Project cost estimates at each phase of the Architectural Services. If such estimates are in excess of the construction and total Project budgets, the Architect, in consultation with the District and without additional cost to the District, shall revise the type, quantity or quality of construction to come within the budgeted limits. The District, in its sole discretion, may, but in no event shall be required to, increase the construction budget for the Project.
- (3) The Architect shall at all times include in each estimate of construction cost a contingency for construction change orders, in such amount as agreed by the District.
- (4) The Architect shall at all times notify the District if adjustments to previous estimates of the total construction costs will be necessary due to market fluctuations or approved changes in scope or requirements.
- (5) The Architect shall ensure that all plans, specifications, studies, drawings, estimates or other documents relating to the Project are constructable and otherwise comply with provisions of this Agreement, law and District standards and policies, regardless of any revisions necessary to keep construction costs within the construction budget.

C. PROJECT INITIATION PHASE

Within ten days after receipt from the District of the notice to proceed with Architectural Services, the Architect shall complete all of the following:

- (1) Meet with the District and its representatives to prepare a detailed task analysis and work plan for documentation in a computer generated project schedule. The District will produce the final scheduling format based on data furnished by Architect.

This task analysis and work plan will identify specific tasks including, but not limited to: interviews, data collection, required District filing standards, analysis, report preparation, planning, Architectural programming, concepts and schematic design preparation and estimating that are part of the work of the Project. Also identified will be milestone activities or dates, specific task responsibilities, required times for completion and additional definition of deliverables.
- (2) Review the developed work plan with the District and its representatives to familiarize them with the proposed tasks and schedule and develop necessary modifications.
- (3) Participate in a general Project kick-off meeting to include the Architect's appropriate consultants, and District staff.
 - (i) The project kick-off meeting will introduce key team members from the District and the Architect to each other defining roles and responsibilities relative to the Project.

- (ii) Identify and review pertinent information and/or documentation necessary from the District for the completion of the Project.
- (iii) Review and explain the overall project goals, general approach, tasks, work plan and procedures and deliverable products of the Project.
- (iv) Review and explain the task analysis and project work plan for all parties present; determine any adjustments or fine tuning that needs to be made to the work plan.
- (v) Review documentation of the project kick-off meeting prepared by the District and/or its representatives and comment prior to distribution.

D. DEVELOPMENT OF ARCHITECTURAL PROGRAM

Upon receipt from the District of the notice to proceed with Architectural Services, the Architect shall perform pre-design investigations to establish appropriate guidelines around which and within which the Project is to be designed; identify design issues relating to functional need, directives and constraints imposed by applicable law and regulatory requirements; and complete Design checklist as provided by the District; and take all other necessary actions in accordance with the following:

- (1) Coordinate with the District's Educational Specifications to identify critical issues affecting project completion and certification; significant site considerations; applicable planning and zoning requirements; applicable code requirements; applicable fire and life safety requirements; sanitary and storm sewer service requirements; electrical power service and requirements; heating, ventilating and air conditioning requirements; natural gas availability and requirements; domestic and fire water service requirements; and incorporation of mitigation measures, if any, from the final environmental impact report and/or mitigation negative declaration adopted by the District for the Project. With respect to environmental mitigation measures, the District shall cooperate with Architect to ensure that Architect has access to those mitigation measures adopted by the District for the Project.
- (2) Hold initial community information/PTA meeting at a location designated by the District, if required.
- (3) Conduct Architectural program meeting with the District selected project participants.
- (4) The Architect shall review with the District alternative approaches to the design and construction of the Project, and shall include alternatives that may reduce the cost of the Project or increase the efficiency and/or functionality of the Project.
- (5) Develop an estimate of probable construction cost for the Project and reconcile the estimate with the LLBC; estimates are to be based on the developed functional Architectural programs as approved by the District.

- (6) Estimates prepared by Architect:
- (i) All costs are to be based on current bid prices, with escalation rate and duration clearly identified as a separate line item; rate of cost escalation and projected bid and construction dates are to be as approved by the District and its representatives.
 - (ii) Contingencies for design, bidding or construction, if included in the estimate, are to be included as individual line items, with the percentage and base of calculation clearly identified.
 - (iii) All construction cost estimates developed per the above should additionally be presented in a building systems format (e.g., foundations, substructure, structural system, exterior wall enclosure, window systems, etc.) for new buildings, and summarized by the Construction Specification Institute (CSI) category for buildings being modernized.
 - (iv) One week prior to submittal of documents, Architect's proposed cost format must be submitted to the District for review and approval.
 - (v) Architect shall submit a unit cost breakdown for three types of new building cost models ranging from a low end per square foot cost for the District's consideration, to high end per square foot cost. The unit cost shall not include the site work, the general contractor's overhead and profit, and general condition. (Include separate columns for additional upgrades / condition assessment scope and possible condition assessment reduction credits). In addition, Architect shall provide a cost estimate for a permanent modular if appropriate/applicable.
 - (vi) Mechanical, electrical, civil, landscaping and estimating sub-Architects shall participate in the progress meeting as appropriate and shall provide input and feedback into the development of the cost estimate.

E. SCHEMATIC DESIGN PHASE

Upon written authorization from the District to proceed with the Schematic Design Phase, the Architect shall prepare for the District's review a Schematic Design Study and take other necessary actions in accordance with the following:

- (1) Architectural:
- (i) Scaled floor plans showing overall dimensions, identifying the various major areas and their relationship.
- Include all net usable floor areas and a summary of gross floor area. Also, provide typical layouts of major equipment or operational layout.

- (ii) Preliminary building exterior elevations and sections in sufficient detail to demonstrate design concept indicating location and size of fenestration.
 - (iii) Identify proposed roof system, deck, insulation system and drainage technique.
 - (iv) Site plan with building located and minimum one (1) foot contour grade intervals. All major site development, such as paving, utilities and outside facilities shall be shown, including property lines, adjacent existing structures, walls and fences fifty (50) feet beyond the property line. The District shall provide a site survey to Architect for purposes of completing the task outlined within this paragraph.
- (2) Civil:
- (i) Development of on and off site utility systems such as sewer, water, storm drain, firewater lines and fire hydrants.
 - (ii) Identify surface improvements including roadways, parking (with assumed wheel weights) preliminary finish grades and drainage.
 - (iii) Coordinate finish floor elevations with architectural site plan.
- (3) Landscaping:
- Development and coordination of landscape design concepts entailing analysis of existing conditions, proposed components and how the occupants will use the facility. Include location and description of planting, ground improvements and visual barriers.
- (4) Specifications:
- Outline specifications of proposed architectural, structural, mechanical and electrical materials, system and equipment and their criteria and quality standards. Architect is to use District's standardized equipment/material list for new construction and modernization in development of the project design and specifications.
- (5) Estimates:
- (i) Schematic Estimates: This estimate consists of unit cost applied to the major items and quantities of work. The unit cost shall reflect the complete direct current cost of work. Complete cost meaning labor, material, waste allowance, sales tax and subcontractor's mark-up.
- General conditions shall be applied separately. This estimate shall be prepared by specification section and summarized by the Construction Specification Institute (CSI) category.

- (ii) The estimate shall separate the project's building cost from site and utilities cost. Architect shall submit to the District the cost estimating format for prior review and approval.
 - (iii) Escalation: all estimates shall be priced out at current market conditions. The estimates shall incorporate all adjustments as appropriate, relating to mid-point construction, contingency, and cost index (i.e. Lee Saylor Index).
- (6) Meetings:
- (i) The District and the Architect will meet to address specific design issues and to facilitate the decision making process. Such meetings shall be held in the boundaries of the District. Documented decisions made at such meetings and subsequently approved by the District shall be binding. Any revisions or reconsideration of such decisions shall constitute a change in the scope of services of the Architects.
 - (ii) During the Schematic Design Phase it is anticipated that the Architect will attend 2-3 design meetings; Structural, Electrical, Mechanical and Plumbing Engineer, and Civil and Landscape engineers will attend design meeting.
- (7) Presentation:
- Architect shall present and review with the District the detailed Schematic Design.
- The schematic design studies shall be revised within the program parameters until a final concept has been accepted and approved by the District at no additional cost to the District.

F. DESIGN DEVELOPMENT PHASE

Upon written authorization by the District to proceed with the Design Development Phase, Architect shall prepare Design Development Phase documents based on Schematic Design Phase documents approved by the District and take other necessary actions in accordance with the following:

- (1) Architectural:
 - (i) Scaled, dimensioned floor plans with final room locations including all openings.
 - (ii) 1/8" scale building sections showing dimensional relationships, materials and component relationships.
 - (iii) Identification of all fixed equipment to be installed in contract.
 - (iv) Site plan completely drawn with beginning notes and dimensions including grading and paving.
 - (v) Preliminary development of details and large scale blow-ups.

- (vi) Legend showing all symbols used on drawings.
 - (vii) Floor plans identifying all fixed and major movable equipment and furniture.
 - (viii) Outline specification and schematic for architectural, structural, mechanical, electrical, civil and landscape manuals, systems and equipment.
 - (ix) Typical reflected ceiling development including ceiling grid and heights for each ceiling to be used, showing:
 - (a) Light fixtures
 - (b) Ceiling registers or diffusers
 - (c) Access Panels
 - (x) A tabulation of both the net and gross assignable floor areas, and a comparison to the initial program area requirements.
 - (xi) Building design shall conform to all adopted energy regulations.
 - (xii) Identify minimum finish requirements, including ceiling, floors, walls, doors, windows, and types of hardware.
 - (xiii) Identify code requirements; include occupancy classification(s) and type of construction.
- (2) Structural:
- (i) Structural drawing with all major members located and sized.
 - (ii) Layout structural systems with dimensions and floor elevations. Identify structural systems (pre-cast, structural steel with composite deck, structural steel bar joists, etc.); with preliminary sizing identified. Establish final building and floor elevations.
 - (iii) Preliminary specifications.
 - (iv) Identify foundation systems and requirements (fill requirements, piles, caissons, spread footings, etc.); with preliminary sizing identified, and associated soil pressure, water table and seismic center. Architect shall design the foundation of the Project in accordance with recommendations of the District's soil engineer as provided by the District. Architect must notify the District in time to prepare this soil report for Architect's use.
- (3) Mechanical:

- (i) Heating and cooling load calculations as required and major duct or pipe runs sized to interface with structural. Calculate block heating, ventilation and cooling loads including skin versus internal loading.
 - (ii) Select a minimum of two (2) HVAC systems that appear compatible with loading conditions for subsequent life cycle costing.
 - (iii) Show selected system on drawings as follows:
 - (a) Single line drawing(s) of all mechanical equipment spaces, ductwork and pipe chases
 - (b) Location and preliminary sizing of all major equipment and duct work in allocated spaces
 - (c) Schematic piping
 - (d) Temperature control zoning.
 - (ii) Major mechanical equipment should be scheduled indicating size and capacity.
 - (iii) Ductwork and piping should be substantially located and sized.
 - (iv) Devices in ceiling should be located.
 - (v) Legend showing all symbols used on drawings.
 - (vi) More developed outline specifications indicating quality level and manufacture.
- (4) Electrical:
- (i) Calculate overall approximate electrical loads.
 - (iii) Identify proposed electrical system for service, power, lighting, low voltage and communication loads.
 - (iv) Show system(s) selected on drawings as follows:
 - (a) Single line drawing(s) showing major distribution system.
 - (b) Location and preliminary sizing of all major electrical systems and components including:
 - (1) Load centers
 - (2) Main panels
 - (3) Switch gear

- (v) Identify and define the scope of the technology backbone system.
- (vi) All lighting fixtures should be located and scheduled showing all types and quantities of fixtures to be used, including proposed lighting levels for each usable space(s).
- (vii) All major electrical equipment should be scheduled indicating size and capacity.
- (viii) Complete electrical distribution including a one line diagram indicating final location of switchboards, communications, controls; (high and low voltage) motor control centers, panels, transformers and emergency generators, if required.
- (ix) Legend showing all symbols used on drawings.
- (x) More developed outline specifications indicating quality level and manufacture.
- (xi) Identify and coordinate the layout of the technology backbone system and coordinate the development with the District's technology Architect.

(5) Civil:

- (i) Further refinement of schematic design drawings of on and off site utility systems for sewer, water, storm drain and fire water. Includes pipe sizes, materials, invert elevation location and description of manholes, clean outs, hookups, bedding and installation details.
- (ii) Further refinement of schematic design drawings of roadways, parking and storm drainage improvements; including but not limited to: details and large scale drawings of curb and gutter, manhole, thrust blocks, paved parking and roadway sections.

(6) Landscape:

- (i) Further refinement of schematic design concepts, includes coordination of hardscape, landscape planting, ground cover and irrigation main distribution lines.

(7) District to provide general condition specification and supplementary conditions.

(8) Estimate:

Design Development Estimate: This estimate shall be prepared by specification section, summarized by CSI category. The estimate shall include individual item unit costs of materials, labor and equipment. Sales tax, contractor's mark-ups. LLBC fee, and general conditions shall be listed separately.

(9) Meetings:

The District and the Architect will meet to address specific design issues and to facilitate the decision making process. Such meetings shall be held in the boundaries of the District. Documented decisions made at such meetings and subsequently approved by the District shall be binding. Any revisions or reconsideration of such decisions shall constitute a change in the scope of services of the Architects.

During the Design Development Phase it is anticipated that the Architect will attend (2) design meetings, Structural, Electrical, Mechanical and Plumbing Engineer, and Civil and Landscape engineer will attend (1) design meeting.

(10) Presentation:

Architect and applicable Architect Consultants shall present and review with the District the detailed design development drawings and concepts.

The design development design studies shall be revised within the program parameters until a final concept has been accepted and approved by the District at no additional cost to the District.

- (11) The Architect shall submit the contract documents to the District for review by facilities, maintenance and operations, and other staff of the District, and Architect shall respond to, and shall revise the contract documents as necessary in response to, any comments, suggestions and/or updates provided through such review.

G. CONSTRUCTION DOCUMENTS PHASE

Upon written authorization from the District to proceed with the Construction Documents Phase, Architect shall prepare Construction Documents based on the Design Development Phase Documents approved by the District and take other necessary actions in accordance with the following:

- (1) Prepare construction documents in compliance with the appropriate applicable building codes, ordinances and other regulatory authorities.
- (2) Construction Documents (C/D) 50% stage:
 - (i) Architectural:
 - (a) Site plan developed to show building location, all topographical elements and existing/proposed contour lines.
 - (b) Elevations, (exterior and interior) sections and floor plans corrected to reflect design development review comments.
 - (c) Architectural details and large blow-ups started.
 - (d) Well developed finish, door, and hardware schedules.

- (e) Site utility plans started.
 - (f) Fixed equipment details and identification started.
 - (g) Reflected ceiling plans coordinated with floor plans and mechanical and electrical systems.
- (ii) Structural:
- (a) Structural floor plans and sections with detailing well advanced.
 - (b) Structural footing and foundation plans, floor and roof framing plans with detailing well advanced.
 - (c) Completed cover sheet with general notes, symbols and legends.
- (iii) Mechanical:
- (a) Mechanical calculations virtually completed with all piping and ductwork sized.
 - (b) Large scale mechanical details should be started.
 - (c) Mechanical schedule for equipment substantially developed.
- (iv) Electrical:
- (a) Lighting, power, signal and communication plans should show all switching and controls. Fixture schedule and lighting details development should be started.
 - (b) Distribution information on all power consuming equipment; lighting and device branch wiring development should be well started.
 - (c) All electrical equipment schedules should be started.
 - (d) Special system components should be approximately located on plans.
 - (e) Completely develop the layout of the technology backbone system, including equipment room layouts, raceway and conduit routing and outlet locations.
- (v) Civil:

All site plans, site utilities, parking and roadway systems updated to reflect update revisions from Design Document.

(vi) Landscape:

All landscape, hardscape and irrigation plans updated to reflect update revisions from Design Documents.

(vii) Estimate:

Update and refine the Design Development Phase Estimate. Also provide an estimate sorted by District's bid packages.

(viii) Specifications:

- (a) Virtually complete development and preparation of technical specifications describing materials, systems and equipment, workmanship, quality and performance criteria required for the construction of the Project.

Where articles, materials and equipment are identified by brand names, at least two names shall be used, and such names shall be followed by the words "or approved equal" in accordance with Public Contract Code, Section 3400.

Specifications shall not contain restrictions that will limit competitive bids other than those required for maintenance convenience by the District.

At one hundred percent (100%) review, specifications shall be reviewed by the District and corrections made as directed at no cost to the District.

- (b) Coordination of the development of specifications by other disciplines.
- (c) Specification shall be in CSI format.

(3) Construction Documents 90%/DSA Submittal Stage:

(i) Architectural:

- (a) Virtually complete site plan.
- (b) Virtually complete floor plan, elevations and sections.
- (c) Architectural details and large blow-ups near completion.

- (d) Finish door, and hardware schedules virtually complete, including most details.
 - (e) Site utility plan virtually complete.
 - (f) Fixed equipment details and identification virtually complete.
 - (g) Reflected ceiling plan virtually complete.
 - (h) Provide Finish Schedule (with the exceptions of colors) identifying type of material and textures on walls, floors, doors, etc. Architect to recommend color selection for approval by the District.
 - (i) All equipment catalog cuts.
- (ii) Structural:
- Completed structural floor plans and sections with detailing well advanced.
- (iii) Mechanical:
- (a) Mechanical load calculations complete and all piping and ductwork sized.
 - (b) Large scale mechanical details should be substantially complete.
 - (c) Mechanical schedule for equipment substantially complete.
- (iv) Electrical:
- (a) Lighting, power, signal and communication plan(s) should reflect all switching and controls. Fixture schedule(s) should be virtually complete.
 - (b) Distribution information on all power consuming equipment; lighting and device branch wiring should be virtually complete.
 - (c) All electrical equipment schedules should be virtually complete.
 - (d) Special system components should be located on plans.
- (v) Civil:
- All site plans, site utilities, parking and roadway systems updated to reflect update revisions from 50% CD's.
- (vi) Landscape:

All landscape, hardscape and irrigation plans updated to reflect update revisions from 50% CD's and completed.

- (4) Construction Documents - Substantial Completion Stage:
 - (i) Architectural:
 - (a) Completed site plan.
 - (b) Completed floor plans, elevations and sections.
 - (c) Architectural details and large blow-ups completed.
 - (d) Finish, door and hardware schedules completed, including all details.
 - (e) Site utility plans completed.
 - (f) Fixed equipment details and identification completed.
 - (g) Reflected ceiling plans completed.
 - (ii) Structural:
 - (a) Structural floor plans and sections with detailing completed.
 - (b) Structural calculations completed.
 - (iii) Mechanical:
 - (a) Large scale mechanical details complete.
 - (b) Mechanical schedules for equipment completed.
 - (c) Completed electrical schematic for environmental cooling and exhaust equipment.
 - (d) Complete energy conservation calculations and report.
 - (iv) Electrical:
 - (a) Lighting and power plan should show all switching and controls. Fixture schedule and lighting details should be completed.
 - (b) Distribution information on all power consuming equipment, including lighting, power, signal and communication device(s) branch wiring completed.

- (c) All electrical equipment schedules completed.
- (d) Special system components plans completed.
- (e) Electrical load calculations completed.
- (v) Civil:
 - All site plans, site utilities, parking and roadway systems completed.
- (vi) Estimate:
 - Update and refine the 50% Construction Document Estimate.
- (vii) Specifications:
 - (a) Complete development and preparation of technical specifications describing materials, systems and equipment, workmanship, quality and performance criteria required for the construction of the Project.

Where articles, materials and equipment are identified by brand names, they shall be followed by the words “or approved equal” in accordance with Public Contract Code, Section 3400.

Specifications shall not contain restrictions that will limit competitive bids other than those necessary for District maintenance requirements.

At one hundred percent (100%) review, specifications shall be reviewed by the District and corrections made as directed at no cost to the District. Architect shall coordinate with District to incorporate any changes by the District, or the District’s Construction Manager, made during District review of specifications.
 - (b) Coordination of the development of specifications by other disciplines.
 - (c) Specifications shall be in CSI format.
- (5) Construction Documents Final DSA Approval Stage:
 - (i) The construction document final stage shall be for the purpose of the Architect incorporating all governmental agencies’ comments into the drawings, specifications, and estimate. All corrections made by the Architect during this stage should be at no additional cost to the District, except for changes by District from Design Development Stage.
 - (ii) The contract documents delivered to the District upon completion by Architect shall include, but not limited to, the following:

- (a) Drawings: Original of all drawings on CADD or plotted bond with Architect's and/or Architect Consultants' State license stamp(s).
 - (b) Specifications: Original computer generated technical specifications on reproducible masters in CSI format.
 - (c) Update and refine the Architect Consultant's completed Construction Documents.
- (6) Construction Documents Final Back-Check Stage:
 - (i) Make corrections as required, to reflect governmental agencies' final back-check comments into the drawings, specifications and estimate. All such corrections will be made at no cost to the District.
 - (ii) Upon written approval by the District that the documents are complete, Architect shall provide to the District completed drawings printed to scale and a complete set of specifications on reproducible masters. Reproduction of the contract documents for distribution to bidders will be provided by the District.
- (7) Contract Documents:
 - (i) The Architect shall prepare and submit to the District for written approval the "contract documents" for the Project, which shall include all those documents necessary and convenient to provide for the contracting for construction of the Project, including, but not limited to, the construction contract provided by the District, complete working drawings and specifications setting forth in detail sufficient for construction the work to be done and the materials, workmanship, finishes and equipment required for the architectural, structural, mechanical, electrical system and utility-service-connected equipment and site work. The Architect shall conform for use in the contract documents the form(s) of such documents as are provided by the District, e.g., form of agreement, general conditions, *et cetera*.
 - (ii) To the extent required, the Architect shall submit the contract documents to DSA for plan check, and make all revisions and corrections as necessary to secure DSA approval of the contract documents. Upon receipt of DSA approval of the contract documents, the Architect shall provide to the District a final estimate of total construction costs for the Project.
 - (iii). Unless the District informs Architect that District will be responsible for preparing bid documents, the Architect shall prepare all bid documents during the contract documents Phase of the Project, and forward them to the District for written approval not less than three weeks prior to the anticipated first advertisement date for bids as established by the District.
- (8) Meetings:

- (i) During the Construction Document Phase it is anticipated that the Architect will attend (2) design meetings; the structural, electrical, mechanical, plumbing engineer will attend the civil and landscape engineer will attend (1) meeting
- (ii) Such meetings shall not exceed one (1) day in duration and will normally be held in the boundaries of the District. Documented decisions made at such meetings and subsequently approved by the District shall be binding. Any revisions or reconsiderations of such decisions affecting program, master plan, schematic design and design development shall constitute a change in the Scope of Services of the Architect.

H. BIDDING PHASE

Upon written authorization from the District to proceed with the Bidding Phase, except to the extent the responsibility for any of the following is assumed by the District or a District consultant, or the bid documents or other contracts applicable to the Project make any of the following the responsibility of some other party, Architect shall take all necessary actions in accordance with the following:

- (1) The development of the bidding procedure and the general condition of the construction contract shall be the joint responsibility of the District and the Architect, and the Lease/Leaseback Contractor.
- (2) Following written approval of the contract documents and written acceptance by the District of Architect's final estimate of total construction costs, the Architect shall cooperate with the District and/or its LLB Contractor in the reproduction of the contract documents and the distribution of the contract documents to contractors interested in bidding on the Project. All sets of contract documents requested by the District for bidding purposes shall be reproduced at District's expense.
- (3) All questions concerning the intent or interpretation of the bidding and contract documents shall be referred to the District for screening and subsequent processing through Architect and/or the Construction Manager.
- (4) In the event any matter is identified that requires interpretation of the drawings or specifications, the Architect shall analyze the matter for decision by the District as to substantive and procedural requirements and, as necessary for corrections or clarifications, prepare one or more addenda for issuance by the District.
- (5) The Architect shall assist the District in evaluating all bids and contract proposals, evaluating substitutions proposed by bidders, and awarding the bids. The Architect shall review the qualifications of all bidders and make recommendations to the District as to whether, in the Architect's professional opinion, bidders are qualified and meet minimum requirements for performance of the work.
- (6) If at any time the total of the lowest responsible and responsive bid(s) for the Project, together with all other estimated and/or actual costs included within the construction cost, exceed the construction budget approved by the District for the Project, the

Architect, in consultation with the District and at no additional expense to the District, shall revise the plans and specifications as necessary so that rebidding of some or all of the Project will result in a construction cost not in excess of the construction budget. In so revising the plans and specifications, the Architect shall exercise its best judgment in determining the balance between the type, quality and other characteristics of the Project necessary to result in a Project satisfactory to the District. If acceptable to the District, the Architect may, as an alternative, include in the contract documents one or more deductive alternatives so that Architect and District may evaluate different means to achieve a satisfactory Project within the construction budget.

I. CONSTRUCTION PHASE

The Architect shall commence providing Construction Phase services upon award of the first contract for construction and until the earlier of the issuance to the District of the final Certificate for Payment or sixty (60) days after final completion of construction, including, without limitation, completion of all punch list items.

- (1) During construction, the Architect shall furnish all necessary additional drawings for supplementing, clarifying and/or correcting purposes and for change orders required. Such drawings shall be requested in writing from the Architect by the District and shall be at no additional cost unless designated as an additional service to the District. The original drawings and contract wording for change orders shall be submitted to the District for duplication and distribution.
- (2) The Architect will receive written notification of the award of a construction contract. Upon receiving such written notification, the Architect will proceed with the services required by the Construction Phase of this Agreement.
- (3) Architect shall review and approve or take other appropriate action upon contractor's submittals such as: shop drawings, project data, samples and change orders, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the contract documents.

The Architect's action shall be taken within fourteen (14) calendar days so as to cause no unreasonable delay in the work or in the construction of the District or of separate contractors, while allowing sufficient time in the Architect's professional judgment to permit adequate review.

In no case shall the review period associated with a single, particular submittal exceed fourteen (14) calendar days from the receipt by the Architect.

- (4) During the course of construction, all Requests for Clarification must be responded to in a most expeditious manner, no more than seven (7) days, so as not to impact and delay the construction progress.
- (5) Drawings or change orders required due to actions of the District which are beyond the scope of the Architect's responsibilities, shall be considered extra services.

- (6) Architect shall visit the job site for on-site review of the construction of the Project. The schedule of these visits shall be coordinated and approved in advance by the District and its representative(s). The purpose of these visits is to resolve discrepancies in the contract documents and to monitor the progress of the Project.

Architect shall bring to the attention of the District, in writing to guard the District against, but does not assure against, any defects or deficiencies in the work by the District's construction contractor which the Architect may observe.

- (7) The Architect shall visit the site at intervals appropriate to the stage of construction or as otherwise agreed by the District and Architect in writing to become familiar with the progress and quality of the work completed and to determine that the work is being performed in a manner that the work when completed will be in accordance with the contract documents. On the basis of on-site observations as an architect, the Architect shall keep the District informed of the progress and the quality of the work, and shall endeavor to guard the District against defects and deficiencies in the work. However, the Architect shall not be a guarantor of the contractor's performance.
- (8) Prepare "Record Drawings": on the approved drawings original tracings to record changes made during the construction project based upon information provided by the District's construction contractor and changes by change orders. These "Record Drawings" along with three copies shall be delivered to the District at completion of the construction and shall be a condition precedent to the District's approval of the Architect's final payment. Architect may coordinate with District to identify electronic media alternatives to the satisfaction of all, or a portion of, this requirement.
- (9) The Architect shall not be responsible for, nor have control or charge of, construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Project, and shall not be responsible for contractors' failure to carry out work in accordance with the contract documents. The Architect shall not be responsible for, nor have control over, the acts or omissions of the contractors, subcontractors, any of their agents or employees, or any other persons performing any work.
- (10) Architect shall review equipment and maintenance manuals, and a complete set of warranty documents for all equipment and installed systems.
- (11) Architect shall also provide at the District's request, architectural/engineering advice to the District on start-up, break-in and debugging of facility systems and equipment; and apparent deficiencies in construction following the acceptance of the contractor's work.

J. PROJECT CLOSE-OUT PHASE

As a condition to final payment to the Architect pursuant to this Agreement, the Architect shall complete all actions necessary for close-out of the Project in accordance with the following:

- (1) Architect shall perform all actions necessary for District to obtain final close-out approval from DSA and any other governmental agencies with jurisdiction over the Project or any portion thereof. Architect shall not be responsible for documents or actions required of inspectors, testing labs, contractors, the District, or any other consultants retained by the District.
- (2) Architect shall provide to the District any and all documentation required pursuant to this Agreement not already provided during prior phases of the Architectural Services.
- (3) Architect shall coordinate with the District , at extra expense to be agreed upon between the District and the Architect, to prepare for the District as part of the project closeout, following completion of construction and occupation of the Project by the District, a survey reviewing how certain areas of the Project are being utilized as compared to their intended utilization. The District shall, at the Architect's request and with the Architect's assistance, identify those areas of the Project to be included in such survey.

K. MATTERS NOT WITHIN SCOPE OF ARCHITECTURAL SERVICES

The Architect is not responsible for providing, as part of the Architectural Services, any of the following:

- (1) Ground contamination or hazardous material analysis.
- (2) Any asbestos testing, design or abatement.
- (3) Environmental impact report.
- (4) Historical significance report.
- (5) Soils investigation.
- (6) Geotechnical hazard report.
- (7) Topographic survey.
- (8) Title report.

EXHIBIT "D"
DELIVERABLES

(1) Schematic Design Phase

Deliverables and No. of Copies:

- (a) Schematic Design Submittal Package - 6 copies
- (b) Cost estimates - 4 copies
- (c) Design Checklist - 2 copies

(2) Design Development Phase

Deliverables and No. of Copies:

- (a) Rendered perspective drawings - 6 copies
- (b) Color/Material Boards - 2 copies
- (c) Design Development drawing submittal - 4 copies
- (d) Outline Specifications - 4 copies
- (e) Cost Estimate - 4 copies
- (f) Design Checklist - 4 copies
- (g) Project scale model, for additional fee, if requested by the District.

(3) Construction Documents Phase

Deliverables and No. of Copies:

- (a) Fifty percent (50%) submittal - 4 copies

four (4) prints of the fifty percent (50%) working drawings, three (3) specifications, and three (3) cost estimates.
- (b) Ninety percent/DSA Submittal - 4 copies

four (4) prints of the ninety percent (90%)/DSA Submittal working drawings, and three (3) equipment cut sheets.
- (c) Statement of requirements for testing and inspection of service for compliance with construction documents and applicable codes -2

(Submit with DSA Submittal)

- (d) One hundred percent (100%)/DSA Approved submittal - 4 copies

four (4) prints of the DSA Approved one hundred percent (100%) working drawings, three (3) specifications, one (1) engineering calculation and three (3) cost estimates.
- (e) Electronic file copy of DSA Approved CD drawings and specifications on CD- 1 copy (in PDF and CAD format)
- (f) Design Checklist - 2 copies
- (g) A statement at each stage of CD review indicating any authorized changes made to the program from the last submittal and the cost impact of such changes on the previously approved Construction Budget - 2 copies

If no program changes occur but shifts of costs occur between disciplines, identify for District review. (Submit with all submittals, 50, 75, 100%)

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: Chris Yafuso (cyafuso@aimcsworld.com)

PROJECT: **X**
 Project #: **X**
 PROJECT TYPE: **New Construction/Modernization**
 DATE: xx/xx/xxxx
 INVOICE #: Invoice # xxx
 PERIOD COVERED: Billing Period of Invoice x/x/xx to x/x/xx
 PO #: _____

VENDOR: _____
 PREPARED BY: _____
 EMAIL: _____
 PHONE #: _____
 FAX #: _____

STEP 2 STEP 1

do not type in this column, it changes automatically Step 2: enter total value complete to date in this column, the percentage columns will change automatically Step 1: manually enter values from last months green column into this column do not type in this column, changes automatically do not type in this column, values will change automatically

BASE CONTRACT BILLING FORM									
ITEM #	COST CODE	CONTRACT	CONTRACT SCOPE	COST	% TO DATE	COST COMPLETED TO DATE	TOTAL PREVIOUS BILLINGS	% THIS PERIOD	CURRENT BILLING
1	COST ID	Base Contract - fee	SCOPE OF WORK	VALUE	#VALUE!	\$ -	\$ -	#VALUE!	\$ -
2	COST ID	Base Contract - Re-Imbursables	SCOPE OF WORK	\$ -	#DIV/0!	\$ -	\$ -	#DIV/0!	\$ -
SUBTOTALS				\$ -		\$ -	\$ -		\$ -

Send Invoice & Release for this Value:

TOTAL EARNED ON BASE CONTRACT AND ADDITIONAL AWARDS			\$ -
		TOTAL DUE THIS INVOICE	\$ -

Consultant/Vendor Billing Instructions

Invoice Cover Sheet Set-Up.

- 1 See "billing tab" below for spreadsheet, these are the instructions
- 2 Enter Project Site name, DSA project number, Project Type, Invoice #, Date, Your Company Name, fax, phone, etc...
- 3 Enter PO # (Purchase Order #) provided to you when contract issued.
- 4 Feel free to include your company logo if you wish.
- 5 Enter approved contract agreements, amendments, re-imbursables, allowances, etc. for which you are billing. Include summary scope of work. Enter "Cost Code" provided to you by Program Manager.
- 6 If you wish to break the contract work items down into portions that you would typically separate for progressive payments, please do that now. If your contract allows re-imbursables in addition to contract fee, please separate these values. If you require more line items to complete this step, please highlight the entire last row by clicking on the grey row # at left, press CTRL+C to copy row, right click grey row # immediately below, select "Insert Copied Cells". This can be repeated as many times as necessary. Multiple rows can be copied/inserted in a single step by highlighting multiple rows prior to copying.

First Billing.

- 5 **IMPORTANT!** When you are entering costs for your first billing, enter values (dollar amounts) **ONLY** into the green column. The percentages will change automatically. **NOTE: Select the (% Complete) billing tab if you prefer to track your billings based on total project % complete. Once % complete is entered, billable amount will populate automatically. Select the (lump sum) billing tab if you prefer to track your billings as a lump sum billable amount to date. Once lump sum amount is entered, % complete will populate automatically.**
- 6 Send invoice based on the Dollar value at the PRE-RETENTION value, if applicable.

Subsequent Billings

- 7 Manually input the dollar values from the "cost completed to date" column into the blue "total previous billings" column.
- 8 Enter the corresponding dollar values/% complete values into the green column for total work complete to date.
- 9 Submit a conditional release waiver with the billing. Submit signed pay request certification form.
- 10 Email (tmiddlestadt@cfwinc.com), or mail to the CFW Oxnard office at 1901 Victoria Ave, Suite 106 Oxnard, CA 93035. Please allow 4-6 weeks for invoice processing prior to payment.
- 11 Please note that invoice amounts which exceed remaining contract balance will not be processed, and will be returned to Vendor pending additional contract agreement(s). Incorrect contract amounts, cost codes, or other errors & miscalculations can delay/prevent processing of payment.

NOTE: All Consultant/Vendor invoices must be accompanied by this worksheet to ensure proper payment. Invoices without this worksheet may be rejected and may delay payment until the next billing cycle or until the spreadsheet becomes accurate. Invoices not received by the 25th may be delayed until the next billing cycle. Contact the Program Manager with any questions regarding billing values, or any other information required, prior to submitting a billing.

EXHIBIT "F"

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: _____

BOARD AGENDA ITEM

Name of Contributor: Dr. Morales/David Fateh

Date of Meeting: 8/2/17

STUDY SESSION

CLOSED SESSION

SECTION A-1: PRELIMINARY

SECTION A-II: REPORTS

SECTION B: HEARINGS

SECTION C: CONSENT AGENDA

Agreement Category:

- ____ Academic
- ____ Enrichment
- ____ Special Education
- ____ Support Services
- ____ Personnel
- ____ Legal
- ____ Facilities

SECTION D: ACTION

SECTION F: BOARD POLICIES **1st Reading** **2nd Reading**

Approval of Change Order No. 007 to Construction Services Agreement #15-198 with Swinerton Builders for the Lemonwood K-8 School Reconstruction (Morales/Fateh/CFW)

The Oxnard School District ("District") Board of Trustees ("Board") Facilities Implementation Plan first adopted in January 2013, calls for the reconstruction of the Lemonwood K-8 School ("Project"). The Project includes the construction of a new school facilities at the existing Lemonwood school site. The new facilities will provide for a complete K-8 educational program and will consist of a new combined administration and library building, a new multi-purpose room/gymnasium, a 2-story classroom building, kindergarten classroom building and playfields, hardscape and green space to service the new school.

The original Facilities Implementation Plan called for the construction of the new school beginning in phase 2 of the program in 2017-2018 academic year. CFW, working in consultation with District staff, has accelerated the commencement of construction as a result of thoughtful planning and early access to General Obligation Bond dollars that were not projected to be available until the future.

Change Order No. 007 provides for the Board's consideration and approval of four (4) change orders; PCI's 0005, 0117, 0199 and 0208.1, with the following scope of work;

- Structural changes at the Classroom Building
- Added a janitor's service sink
- Provide power and fire alarm to existing building 6
- Additional work due to encountering water 2' higher than expected while installing duct banks

FISCAL IMPACT

Six Hundred Twenty-Nine Thousand Eight Hundred Seventy-Three Dollars and Sixty-Eight Cents (\$629,873.68) to be paid out of the Master Construct and Implementation Funds.

RECOMMENDATION

It is the recommendation of the Superintendent, and the Director of Facilities, in conjunction with Caldwell Flores Winters, Inc., that the Board of Trustees approve Change Order No. 007 to Construction Services Agreement #15-198 with Swinerton Builders to provide Construction Services related to the Lemonwood Elementary School Reconstruction Project.

ADDITIONAL MATERIAL

Attached: Change Order #007 (2 Pages)
PCI # 0005 (11 Pages)
PCI # 0117 (7 Pages)
PCI # 0199 (13 Pages)
PCI # 0208.1 (17 Pages)
Construction Services Agreement #15-198 (19 Pages)



CHANGE ORDER

Date: 08.02.2017

CHANGE ORDER NO. 007

PROJECT: LEMONWOOD K-8 RECONSTRUCTION
 O.S.D. BID No. N/A
 O.S.D. Agreement No. 15-198

OWNER: Oxnard School District
 1051 South A Street
 Oxnard, CA. 93030

ARCHITECT SVA Architects, Inc.
 3 MacArthur Place, Suite 850
 Santa Ana, CA 92707

CONTRACTOR:
SWINERTON BUILDERS
 865 South Figueroa St., Suite 3000
 Los Angeles, CA 90017
 Attn: Mr. Michael Darquea

Architects Proj. No.: 2013-40121
 D.S.A. File No.: 56-22
 D.S.A. App. No.: 03-116026

CONFORMANCE WITH CONTRACT DOCUMENTS, PROJECT MANUAL, DRAWINGS AND SPECIFICATION. All Change Order work shall be in strict conformance with the Contract Documents, Project Manual, Drawings, and Specifications as they pertain to work of a similar nature.

ORIGINAL CONTRACT SUM.....	\$ 29,575,897.91
NET CHANGE - ALL PREVIOUS CHANGE ORDERS (001-006).....	\$ 717,000.54
ADJUSTED CONTRACT SUM.....	\$ 30,292,898.45
NET CHANGE -	\$ 629,873.68
Total Change Orders to Date: 007.....	\$ 1,346,874.22
ADJUSTED CONTRACT SUM THROUGH CHANGE ORDER NO.: 007.....	\$ 30,922,772.13
Commencement Date:	May 23, 2016
Original Completion Date:	July 23, 2018
Original Contract Time:	791 Calendar Days
Time Extension for all Previous Change Orders:	95 Calendar Days
Time Extension for this Change Order:	62 Calendar Days
Adjusted Completion Date:	December 27, 2018
Percentage	(4.36%)

Item	Description	Unforeseen Condition (UFO)	Additional Scope (AS)	Design Clarification (DC)	Code Requirement
1.	PCI 0005 Structural changes to the classroom building			\$604,288.94	
2.	PCI 0117 Add janitor service sink		\$2,035.18		
3.	PCI 0199 Provide power and fire alarm to existing building 6				\$12,642.95
4.	PCI 0208 Additional work due to unforeseen condition while installing duct banks	\$10,906.61			
	Totals	\$10,906.61	\$2,035.18	\$604,288.94	\$12,642.95

Total Change Order No. 007 \$ 629,873.68

**NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND DIRECTOR OF FACILITIES*

APPROVAL (REQUIRED):

ARCHITECT: _____ DATE: _____

CONTRACTOR: _____ DATE: _____

RECOMMENDED FOR APPROVAL:

OSD DSA INSPECTOR: _____ DATE: _____

DIRECTOR OF FACILITIES: _____ DATE: _____

APPROVAL (REQUIRED):

BOARD APPROVAL _____ DATE: _____

ASST. SUPT./PURCHASING DIRECTOR: _____ DATE: _____

DSA APPROVAL _____ DATE: _____



May 8, 2017

Oxnard School District
1051 South A Street
Oxnard, CA, 93030

Attn: Mr. Scott Burkett, CFW Inc.

Subject: Swinerton Builders Job 16055106 - Lemonwood K-8 School LLB
PCI No. 0005 Various structural changes at Classroom Building via CCD 005, Bulletin 31 and RFI 167

Dear Mr. Burkett,

During the early stages of the Classroom Building construction, numerous revisions were made by various parties; DSA implemented structural changes to the roof framing and second floor restroom areas, the slope of Segment A was changed to eliminate the roof drains and instead install scuppers with collectors and downspouts, and parapets were modified which in turn required roof framing members to be removed and modified. These changes all varied in magnitude, but all impacted the overall progress of the work. These changes required the various contractors to perform their tasks out of sequence, moving from area to another not being able to complete their scope in a particular area but having to come back to the area after DSA approvals were received and the new materials were procured.

We request a Change Order to our contract for the following:

CCD 005

- Depressed the restroom slabs at 2nd floor
- Added roof steel above the gym at the high roof.
- Added acoustical board under the 2nd floor corridors 4,8/S-622.
- RedBUILT sheet 4,5,6,7,11-15: added doubled joist, changed framing orientation.
- Changed package unit schedule to York models (No credit is due as it was taken in the GMP price).
- Added gravity relief hood schedule and two gravity vent reliefs in the gym.
- Eliminated duct silencer schedule and duct silencers throughout the campus. (21 on M1-11.2.A, 20 on M1-11.2.B, 6 on M2-11.1, 11 on M3-11.1, and 8 on M4-11.1 for a total of 66)
- Added power exhaust vent support detail 13/M-60.1.
- Changes to the mechanical controls sheet M-61.1.
- Dropped tie in to exterior lights from EMS at each building on sheet M-61.1.
- Eliminated a network switch and a stage manager's panel for the theatrical lighting on sheet TL2.1.1.
- Eliminated spot light cages and added track lighting above the gym on TL2.1.2.
- Eliminated proscenium track lighting above the MPR on TL2.1.2.
- Modified stage lighting track connection (Added Unistrut and safety cable) and changed details to reflect changes on the other lighting plans TL8.1.1
- Reduction in Theatrical Lighting equipment schedules and details that are no longer required due to reduction.
- Revised Theatrical Lighting Spec.

BULLETIN 31

Due to conflict in plumbing design and allowable building structural design roof drains are not capable of being installed within the wall framing. Eliminate roof drains and related piping, add scuppers, leader boxes, downspouts, and storm drain lateral lines to building to support downspouts. Modify slope of roof framing at segment A of the Classroom Building, including removal, modification and replacement of structural HSS columns. Out of sequence work relating to column dry-packing and placing/finishing of concrete slab in-fill.



RFI 167

Remove existing single roof trusses and replace with double roof truss assemblies fabricated by Red Built. Provide additional blocking and bracing as required, remanufacture steel braces to accommodate new double trusses, and revised roof slopes created in Bulletin 31.

Phase	Category	Description	Subcontractor	Quote
013020	71152	CCD 005 SCOTT AUGUSTINE: Review CCD 005 documents and create a manifest of changes. 18 hrs	SWINERTON BUILDERS	2,141.37
013189	71152	CCD 005, Bulletin 31 and RFI 167 BIM time	SWINERTON BUILDERS	3,420.91
033100	71140	BULLETIN 31 Out of sequence work relating to column dry-packing and placing/finishing of concrete slab in-fill.	SWINERTON BUILDERS	3,057.42
051200	71140	BULLETIN 31 . Modify slope of roof framing at segment A of the Classroom Building, including removal, modification and replacement of structural HSS columns.	BECK STEEL, INC.	13,573.00
051200	71140	RFI 167 Remove existing single roof trusses and replace with double roof truss assemblies fabricated by Red Built. Provide additional blocking and bracing as required, remanufacture steel braces to accommodate new double trusses, and revised roof slopes created in Bulletin 31.	BECK STEEL, INC.	17,384.00
061000	71140	CCD 005 - Depressed the restroom slabs at 2nd floor - Added roof steel above the gym at the high roof. - Added acoustical board under the 2nd floor corridors 4,8/S-622. - RedBUILT sheet 4,5,6,7,11-15: added doubled joist, changed framing orientation.	ABDELLATIF ENTERPRISES, INC.	163,713.76
061000	71140	BULLETIN 31- Modify slope of roof framing at segment A of the Classroom Building, including removal, modification and replacement of structural HSS columns.	ABDELLATIF ENTERPRISES, INC.	3,491.23
061000	71140	RFI 167 Remove existing single roof trusses and replace with double roof truss assemblies fabricated by Red Built. Provide additional blocking and bracing as required, remanufacture steel braces to accommodate new double trusses, and revised roof slopes created in Bulletin 31.	ABDELLATIF ENTERPRISES, INC.	69,892.45
075400	71140	BULLETIN 31 Due to conflict in plumbing design and allowable building structural design roof drains are not capable of being installed within the wall framing. Eliminate roof drains and related piping, add scuppers, leader boxes', downspouts, and storm drain lateral lines to building to support downspouts.	LETNER ROOFING COMPANY	4,947.00
076000	71140	BULLETIN 31 Due to conflict in plumbing design and allowable building structural design roof drains are not capable of being installed within the wall framing. Eliminate roof drains	G.E.S. SHEET METAL, INC.	10,797.00



		and related piping, add scuppers, leader boxes', downspouts, and storm drain lateral lines to building to support downspouts.		
220010	71140	BULLETIN 31 Due to conflict in plumbing design and allowable building structural design roof drains are not capable of being installed within the wall framing. Eliminate roof drains and related piping, add scuppers, leader boxes', downspouts, and storm drain lateral lines to building to support downspouts.	CITY COMMERCIAL PLUMBING, INC.	-38,069.00
230010	71140	CCD 005 - Changed package unit schedule to York models (No credit is due as it was taken in the GMP price). - Added gravity relief hood schedule and two gravity vent reliefs in the gym. - Eliminated duct silencer schedule and duct silencers throughout the campus. (21 on M1-11.2.A, 20 on M1-11.2.B, 6 on M2-11.1, 11 on M3-11.1, and 8 on M4-11.1 for a total of 66) - Added power exhaust vent support detail 13/M-60.1. - Changes to the mechanical controls sheet M-61.1.	SHELDON MECHANICAL CORPORATION	64,703.00
260010	71140	CCD 005 - Dropped tie in to exterior lights from EMS at each building on sheet M-61.1. - Eliminated a network switch and a stage manager's panel for the theatrical lighting on sheet TL2.1.1. - Eliminated spot light cages and added track lighting above the gym on TL2.1.2. - Eliminated proscenium track lighting above the MPR on TL2.1.2. - Modified stage lighting track connection (Added Unistrut and safety cable) and changed details to reflect changes on the other lighting plans TL8.1.1 - Reduction in Theatrical Lighting equipment schedules and details that are no longer required due to reduction. - Revised Theatrical Lighting Spec.	TAFT ELECTRIC COMPANY	-53,984.00
330200	71140	BULLETIN 31 Due to conflict in plumbing design and allowable building structural design roof drains are not capable of being installed within the wall framing. Eliminate roof drains and related piping, add scuppers, leader boxes', downspouts, and storm drain lateral lines to building to support downspouts.	BALI CONSTRUCTION INC.	6,105.00
502002	71150	CCD 005 - Various structural changes due to DSA plan check, add Eknasonic mat, delete duct silencer, delete theater lighting; Bulletin 31 Change roof slope; RFI 167 add 2x trusses. Extended GC/GR costs associated to these added scope items 62 days @ \$ 4605.70	SWINERTON BUILDERS 10-26-18 through 12-27-18	285,553.40
			Subtotal	556,726.54
007480	71160	Subguard	1.15%	6,402.36
007410	71160	Builders Risk	0.6%	3,378.77
007420	71160	General Insurance	1.15%	6,475.98



007510	71160	P&P Bond	1%	2,656.11
991000	79999	Change Order Fee	5%	28,649.18
			Markup Subtotal	47,562.40
			PCI Total	604,288.94

TOTAL AMOUNT OF THIS CHANGE ORDER REQUEST: **604,288.94.**

Please NOTE:

- » The incorporation of this revision into the contractual scope of work will increase the time by 62 calendar days. This cost proposal and related time are for the specific items listed, and do not include any other added scope items or time impacts not listed.
- » The terms (cost and schedule impact) of this change order request are subject to review and a requote if not accepted within 15 days of its issuance.
- » This request does not include additional cost or delay due to late approval.

We **HAVE** proceeded with this revised work per your instructions. Please issue a change order.

Upon acceptance of this change order request, a formal change order will be issued. Acceptance also acknowledges that Swinerton Builders is directed to proceed with the above change in scope.

If you have any questions or comments pertaining to this matter, please contact the undersigned.

Sincerely,
Swinerton Builders

Bill Gray
PM

Date: 5/8/2017

Quotation accepted by:
Oxnard School District

By: _____

Date: _____



Lemonwood K-8 Reconstruction

Time Impact Analysis

April 26, 2017

Subject: Lemonwood K-8 Reconstruction
Regarding: Time Impact Analysis -File (X05B)

Dear Mr. Burkett,

This Time Impact Analysis (TIA) describes the impact of three separate delay conditions that caused critical path delay to the overall project completion. Three main issues occurred during the construction period spanning September 2016 through February 2017. The delay events are shown in the list below:

- 1) Bulletin #31
- 2) CCD#05
- 3) RFI#167

Time Impact Analysis:

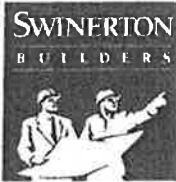
The delay events noted above were inserted into the P6 schedule X05AR1 with the proper connections to demonstrate how the nature of the delay events impacted the "as-planned" sequence of the project schedule. Each fragnet was analyzed separately and the longest delays are presented in the following schedule that compares revised contract completion schedule (X05AR1) to the Impacted schedule (X05B).

Milestone	Original Baseline Dates (B00A)	Revised Contract (X05AR1) OCO#004	Impact (X05B) Submission PCI#005	Schedule Variance OCO#04 (CD)
Phase 1 (Classroom Bldg)	7/24/2017	9/26/2017	11/17/17	-52
Phase 1A (MPR Bldg)	7/20/2017	11/02/2017	11/02/17	0
Phase 2 (Admin, Kindergarten, Site Work)	6/29/2018	10/05/2018	12/04/18	-60
Final Completion	7/23/2018	10/26/2018	12/27/18	-62

Used Schedules:

Baseline Schedule B00A: Data Date: 5/23/16
 OCO#04 Schedule X05A: Data Date: 9/01/16
 Impact Schedule X05B: Data Date: 9/01/16

The P6 schedule file X05AR1 conforms to the revised contract completion date provided in owner change order #004. X05AR1 is the reflection of the schedule status before the impact occurred with the original durations and logic. A copy of X05AR1 was created and renamed X05B to represent the impact schedule. Activities were added into X05B to represent each impact event and linked as a predecessor to the activity being impacted by the delay events. After the delay activities were added to schedule X05B the impacted schedule was recalculated. This caused the Final Completion Milestone and/or other interim milestones to extend beyond the contractual completion date.



Conclusion:

Lemonwood K-8 was impacted by multiple issues. As represented in X05B analysis, each issue was analyzed separately for any schedule impact caused by the owner or by design solutions that were out of Swinerton control. The three delay events listed above, independently cause critical path delay to the contract milestones. The table below shows the time associated with the respective delay events.

SUMMARY OF DELAY BY ISSUE			
Delay Issue	Impact to PH1	Impact to PH2	Impact to Final Completion
1) Bulletin #31, Concurrent delay	-28	-32	-34
2) CCD#05, Concurrent delay	-38	-42	-46
3) RFI#167, Controlling delay	-52	-60	-62

Issue number 3 (RFI#167) is controlling the critical path to phases 1 and 2 schedule milestones. This request for extension of time is based on the critical path delay caused by RFI#167.

REQUEST FOR EXTENSION OF TIME		
Project Milestone	Additional Calendar Days Requested	New Milestone Date
RFI#167 is controlling delay impacting project completion		
Phase 1 (Classroom)	52	11/17/17
Phase 2 (Admin, Kindergarten, Site Work)	60	12/04/18
Final Completion	62	12/27/18

Please feel free to contact Swinerton team with any questions or concerns.

Prepared by
 Leo Ramirez
 Senior Scheduling Consultant



cc: Bill Gray, Project Manager
 Chris Barbato, Project Superintendent
 Nalani Scanlon, Project Engineer
 Michael Darquca, Project Executive



Lemonwood K-8 Reconstruction

Time Impact Analysis

April 26, 2017

Subject: Lemonwood K-8 Reconstruction
Regarding: Time Impact Analysis -File (X05B)

Dear Mr. Burkett,

This Time Impact Analysis (TIA) describes the impact of three separate delay conditions that caused critical path delay to the overall project completion. Three main issues occurred during the construction period spanning September 2016 through February 2017. The delay events are shown in the list below:

- 1) Bulletin #31
- 2) CCD#05
- 3) RFI#167

Time Impact Analysis:

The delay events noted above were inserted into the P6 schedule X05AR1 with the proper connections to demonstrate how the nature of the delay events impacted the "as-planned" sequence of the project schedule. Each fragment was analyzed separately and the longest delays are presented in the following schedule that compares revised contract completion schedule (X05AR1) to the impacted schedule (X05B).

Milestone	Original Baseline Dates (B00A)	Revised Contract (X05AR1) OCO#004	Impact (X05B) Submission PCI#005	Schedule Variance OCO#04 (CD)
Phase 1 (Classroom Bldg)	7/24/2017	9/26/2017	11/17/17	-52
Phase 1A (MPR Bldg)	7/20/2017	11/02/2017	11/02/17	0
Phase 2 (Admin, Kindergarten, Site Work)	6/29/2018	10/05/2018	12/04/18	-60
Final Completion	7/23/2018	10/26/2018	12/27/18	-62

Used Schedules:

Baseline Schedule B00A: Data Date: 5/23/16
 OCO#04 Schedule X05A: Data Date: 9/01/16
 Impact Schedule X05B: Data Date: 9/01/16

The P6 schedule file X05AR1 conforms to the revised contract completion date provided in owner change order #004. X05AR1 is the reflection of the schedule status before the impact occurred with the original durations and logic. A copy of X05AR1 was created and renamed X05B to represent the impact schedule. Activities were added into X05B to represent each impact event and linked as a predecessor to the activity being impacted by the delay events. After the delay activities were added to schedule X05B the impacted schedule was recalculated. This caused the Final Completion Milestone and/or other interim milestones to extend beyond the contractual completion date.



Conclusion:

Lemonwood K-8 was impacted by multiple issues. As represented in X05B analysis, each issue was analyzed separately for any schedule impact caused by the owner or by design solutions that were out of Swinerton control. The three delay events listed above, independently cause critical path delay to the contract milestones. The table below shows the time associated with the respective delay events.

SUMMARY OF DELAY BY ISSUE			
Delay Issue	Impact to PH1	Impact to PH2	Impact to Final Completion
1) Bulletin #31, Concurrent delay	-28	-32	-34
2) CCD#05, Concurrent delay	-38	-42	-46
3) RFI#167, Controlling delay	-52	-60	-62

Issue number 3 (RFI#167) is controlling the critical path to phases 1 and 2 schedule milestones. This request for extension of time is based on the critical path delay caused by RFI#167.

REQUEST FOR EXTENSION OF TIME		
Project Milestone	Additional Calendar Days Requested	New Milestone Date
RFI#167 is controlling delay impacting project completion		
Phase 1 (Classroom)	52	11/17/17
Phase 2 (Admin, Kindergarten, Site Work)	60	12/04/18
Final Completion	62	12/27/18

Please feel free to contact Swinerton team with any questions or concerns.

Prepared by
 Leo Ramirez
 Senior Scheduling Consultant



cc: Bill Gray, Project Manager
 Chris Barbato, Project Superintendent
 Nalam Scanlon, Project Engineer
 Michael Darquca, Project Executive



May 3, 2017

Oxnard School District
 1051 South A Street
 Oxnard, CA, 93030

Attn: Mr. Scott Burkett, CFW Inc.

Subject: Swinerton Builders Job 16055106 - Lemonwood K-8 School LLB
 PCI No. 0117 Add Service Sink and faucet eliminated in CCD 001

Dear Mr. Burkett,

We request a Change Order to our contract for the following:

CCD 001 moved the SS-1 sink to the bathrooms and changed to a cast iron enameled CECO SS.

Phase	Category	Description	Subcontractor	Quote
220010	71140	CCD 001 moved the SS-1 sink to the bathrooms and changed to a cast iron enameled CECO SS.	CITY COMMERCIAL PLUMBING, INC.	1,866.00
			Subtotal	1,866.00
007480	71160	Subguard	1.15%	21.46
007410	71160	Builders Risk	0.6%	11.33
007420	71160	General Insurance	1.15%	21.71
007510	71160	P&P Bond	1%	18.66
991000	79999	Change Order Fee	5%	96.02
			Markup Subtotal	169.18
			PCI Total	2,035.18

TOTAL AMOUNT OF THIS CHANGE ORDER REQUEST: **2,035.18.**

Please NOTE:

- » The incorporation of this revision in to the contractual scope of work may have an impact on our schedule, which is yet to be finalized. Once determined, the job schedule will be adjusted accordingly to show the effect of this revision on the final project completion date.
- » The terms (cost and schedule impact) of this change order request are subject to review and a requote if not accepted within days of its issuance.
- » This request does not include additional cost or delay due to late approval.

X We **HAVE NOT** proceeded with this revised work per your instructions. Please issue a change order.



Upon acceptance of this change order request, a formal change order will be issued. Acceptance also acknowledges that Swinerton Builders is directed to proceed with the above change in scope.

If you have any questions or comments pertaining to this matter, please contact the undersigned.

Sincerely,
Swinerton Builders

A handwritten signature in black ink, appearing to read 'Bill Gray', is written over the printed name.

Bill Gray
PM

Date: 5/03/2017

Quotation accepted by:
Oxnard School District

By: _____

Date: _____



2200 Carnegie Court,
Oxnard, CA, 93033

Lemonwood K-8 School LLB
16055106

Request For Information # 00164

To:	SVA ARCHITECTS, INC.	RFI Date:	01/04/2017
Attention:	Tom Bardwell	Date Due:	01/11/2017
CC:		RFI Type:	Plumbing
		Priority:	High
		Schedule/Activity ID:	
		Document Reference:	p2-41.1, .2
		Spec Section:	22000
		Status:	Accepted

Subject: Janitor's Service Sink SS-1. Did it change with CCD-1?

INFORMATION REQUESTED:

Requested By: Nalani Scanlon

The Plumbing Drawings originally showed an SS-1 service sink in the kitchen area of Bldg 2 that per note 57 is called out as an Advanced Tabco stainless steel sink supplied by the kitchen equipment contractor (see attached). CCD 001 moved the SS-1 service sink to the bathrooms (see attached). Should this service sink now be a cast iron enameled CECO service sink or should it remain the Advanced Tabco stainless steel sink? Please review and Provide clarification. Thank you.

SUGGESTION:

Possible Cost Impact: Potentially

Possible Time Impact: Potentially

ANSWER:

Answered By: Tom Bardwell

Date of Response: 01/05/2017

CECO 871 is approved. Use Chicago 897-CCP faucet.

ATTACHMENTS:

LEMONWOOD K-8_CCP_RFI033

RI 117



CITY COMMERCIAL PLUMBING, INC.
Plumbing Contractors and Consultants

16106 Cohasset St., Van Nuys, California 91406

(818) 785-1145

Fax: (818) 785-0588

EXTRA WORK ORDER SUBMITTAL

January 9, 2017

TO: SWINERTON BUILDERS

ATTENTION: BILL GRAY

JOB NAME: LEMONWOOD K-8

EXTRA WORK ORDER NO: CCP Inc., C.O.R.#28

DESCRIPTION: RFI#164 - ADD SS-1 CECO SERVICE SINK, DRAIN, RIM GUARD AND CHICAGO FAUCET IN BUILDING 2. THE PLUMBING DRAWINGS ORIGINALLY SHOWED AN SS-1 SERVICE SINK IN THE KITCHEN AREA THAT PER NOTE 57 IS CALLED OUT FOR AN ADVANCED TABCO FIXTURE WHICH IS SUPPLIED BY THE KITCHEN EQUIPMENT CONTRACTOR. CCD MOVED THE SERVICE SINK TO THE BATHROOM.

TOTAL COST: \$1,866.00

Escalation rate of 1.5% / month will apply all unpaid change orders. Change order pricing assumes conditions existing as of date submitted. We reserve the right to adjust pricing if conditions change. Change orders should not be subject to retention. Request 1 days extension to complete this change order. We reserve the right to assess the cumulative impact of change.

This is the cost to add the scope to our contract. This proposal is void unless a written Change Order is received within 30 calendar days from the date of this Extra Work Order Submittal. Please send a Subcontract Change Order if you would like us to proceed with the extra work. This change order represents the work described only in this proposal. If the proposal is incomplete, we reserve the right to revise our price. We encourage you to review the scope of work we are offering to make sure it is in line with the changes.

If an owner-initiated change order is not accepted and authorized, City Commercial Plumbing demands reimbursement for all costs incurred in the preparation of the quote. If you have any questions or need clarification please call.

Sincerely,
CITY COMMERCIAL PLUMBING, INC

Cindy Snyder, Project Manager

Enclosures

CHANGE ORDER REQUEST

01/09/2017

CITY COMMERCIAL PLUMBING, INC.

16106 COHASSET STREET
 VAN NUYS, CA 91406
 (818) 785-1145

CONTRACTOR: SWINERTON BUILDERS
 17731 MITCHELL NORTH, SUITE 200
 IRVINE, CA 92614

JOB NAME: LEMONWOOD K-8
 2200 CARNEGIE COURT
 OXNARD, CA 93033

CCP JOB NO.: 562

CHANGE ORDER NO. 28

RE: RFI#164 - ADD SS-1 CECO SERVICE SINK IN BUILDING 2

LABOR:	WAGES	HOURS	TOTAL
GEN FOREMAN	103.24	1.00	103.24
PLUMBER	87.39	4.00	349.56
TOTAL LABOR:			452.80
OTHER EXPENSE:			
TOTAL OTHER EXP.:			0.00
OTHER EXPENSE:			0.00
MATERIAL TOTAL:			1,166.93
LABOR TOTAL:			452.80
SUBTOTAL:			1,619.73
OVERHEAD/PROFIT:	15.00%		242.96
SUBTOTAL:			1,862.69
TEXTURA FEES:	0.18%		3.35
SUBTOTAL:			1,866.04
			0.00
			1,866.04
ROUND UP/DOWN:			\$1,866.00

NOTES:

THE PLUMBING DRAWINGS ORIGINALLY SHOWED AN SS-1 SERVICE SINK IN THE KITCHEN AREA OF BLDG 2 THAT PER NOTE 57 IS CALLED OUT AS AN ADVANCE TABLE SUPPLIED BY THE KITCHEN EQUIPMENT CONTRACTOR.

CHANGE ORDER REQUEST

01/09/2017

CITY COMMERCIAL PLUMBING, INC.

MATERIAL LIST

JOB: LEMONWOOD K-8
 2200 CARNEGIE COURT
 OXNARD, CA 93033

CCP JOB NO.: 562
 CHANGE ORDER NO. 28

RE: RFI#164 - ADD SS-1 CECO SERVICE SINK IN BUILDING 2

QTY.	U/M	MATERIAL NAME	LAB U.	T. LAB.	MAT.COST	T. MAT
		MATERIAL		4.00		1070.58
LABOR & MATERIAL TOTAL				4.00		1070.58
SALES TAX:					9.00%	96.35
TOTAL MATERIAL COST:						1166.93

JOB 994 562COR: 562 - LEMONWO...
 ESTIMATE 1 562COR: LEMONWOOD K-...
 DATA SET 2 MECH DATABASE 12-31-16

COR#28
 CITY COMMERCIAL PLUMBING
 16106 COHASSET ST.
 VAN NUYS, CA 91406
 818-785-1145 / (Company Fax)
 CSNYDER@CCPINC.NET

PRINTED 1/9/2017 3:26:50 PM
 MATERIAL Primary
 LABOR Alternate

NOTES

Item #	Category	Size	Item Desc	Qty	Material		Field Labor	
					Mat Unit	Mat Ext	Fld Unit	Fld Ext
Section : Section 045: COR#28 - RFI#164 ADD SS-1 TO BLDG 2								
Category : Category 006: FIXTURES								
6220001	FIXTURES	Unsize	SERVICE SINK	1.00	1070.58	1,070.58	4.00	4.00
Subtotals for Category : Category 006: FIXTURES						1,070.58		4.00
Subtotals for Section : Section 045: COR#28 - RFI#164 ADD SS-1 TO BLDG 2						1,070.58		4.00
Grand Totals						1,070.58		4.00

includes:
 Ceco sink
 Celo drain-3"
 Ceco ringuard
 Chicago 897-cep faucet



May 2, 2017

Oxnard School District
1051 South A Street
Oxnard, CA, 93030

Attn: Mr. Scott Burkett, CFW Inc.

Subject: Swinerton Builders Job 16055106 - Lemonwood K-8 School LLB
PCI No. 0199 Bulletin 39 Power and Fire Alarm to existing Building 6

Dear Mr. Burkett,

We request a Change Order to our contract for the following:

Provide power and Fire Alarm to existing building 6 that will be, at the owners request, utilized as the temporary Administration area during Phase 2.

Phase	Category	Description	Subcontractor	Quote
260010	71140	Provide power and Fire Alarm to existing building 6 that will be utilized as the temporary Administration area during Phase 2.	TAFT ELECTRIC COMPANY	11,592.00
			Subtotal	11,592.00
007480	71160	Subguard	1.15%	133.31
007410	71160	Builders Risk	0.6%	70.35
007420	71160	General Insurance	1.15%	134.84
007510	71160	P&P Bond	1%	115.92
991000	79999	Change Order Fee	5%	596.53
			Markup Subtotal	1,050.95
			PCI Total	12,642.95

TOTAL AMOUNT OF THIS CHANGE ORDER REQUEST: **12,642.95.**

Please NOTE:

- » The incorporation of this revision in to the contractual scope of work may have an impact on our schedule, which is yet to be finalized. Once determined, the job schedule will be adjusted accordingly to show the effect of this revision on the final project completion date.
- » The terms (cost and schedule impact) of this change order request are subject to review and a requote if not accepted within days of its issuance.
- » This request does not include additional cost or delay due to late approval.

We **HAVE NOT** proceeded with this revised work per your instructions. Please issue a change order.



Upon acceptance of this change order request, a formal change order will be issued. Acceptance also acknowledges that Swinerton Builders is directed to proceed with the above change in scope.

If you have any questions or comments pertaining to this matter, please contact the undersigned.

Sincerely
Swinerton Builders

Bill Gray
PM
Date: _____

5/02/2017

Quotation accepted by:
Oxnard School District

By: _____

Date: _____



Taft Electric Company

1694 Eastman Avenue
Ventura, CA 93003
(805)642-0121
Contractor License # 772245

Change Order Request

Detailed, Grouped by Each Number

2241 Lemonwood
2200 Carnegie Court
Oxnard, CA 93033

Project # 2241
Tel: Fax:

Taft Electric Company

Change Order Request: 042

Date: 5/1/2017

To: Bill Gray
Swinerton Builders
865 S. Figueroa Street
Los Angeles, CA 90017

From: Matt Gobuly
Taft Electric Company
P.O. Box 3416
Ventura, CA 93006

Description	Category	Status
Permanent Power to ECDC Bulletin 39		Submitted

Reference	Required By	Days Req	Amt Req
Bulletin 39	5/8/2017	0	11,592

Notes

We are submitting the above cost to provide power to Existing Building 6 per Bulletin 39.

- Re-feed power to existing transformer TDR from feeder MSB-5, including conduit, wire, fusible safety switches
- Temp annunciator installation
- 2" conduit to nearest Fire Alarm pullbox
- 2" Conduit to nearest signal pullbox, stubbed up @ portable
- Required cabling back to FACP

Exclusions:

- Additional annunciator (Taft to use the new annunciator provided and by Trisignal, to be relocated in new Admin when required)
- Interface with existing campus FA system. This annunciator will only interface with the new system. We are assuming the existing system will be abandoned at this point.
- Fence repair/reconfiguration around equipment, padlocks for equipment (provided by owner)
- Any other Low Voltage Systems or devices in Bldg 6 other than Fire Alarm Annunciator (i.e. tel/data,PA,Clock) These systems to be priced in separate COR if required.
- Firewatch (if required when installing/relocating FA equipment)

This quote is valid for 30 calendar days from the above date. We reserve our right to re-quote this proposal should the approval take longer than 30 days.

Attached is the back up for your review. Please call should you have any questions.

Matt Gobuly
Project Manager
(805)654-7994

PCO No	Date	Reference	Amt Prop	Days Req	Category	Reason
		Description	Notes			

Project ID: 2241 LEMONWOOD COR
 Project: 2241 Lemonwood COR



Takeoff

Order: COST Labor Level: TAFT 1 May 2017 9:32:30

Region: COR 042 EXISTING BLDG 6 POWER

Item #	Qty	U/M	Q/M	Size	Description	Material Unit	Material Result	Labor Unit	Labor Result
	0				UPSIZE FEEDR TO BLDG 3				
70039	-60	FT	M	2.	THHN/THWN CU (STR)	1.6301	-97.80	0.0100	-0.60
70035	-15	FT	M	8	THHN/THWN CU (STR)	0.4152	-6.23	0.0050	-0.08
70041	60	FT	M	1/0	THHN/THWN CU (STR)	2.5087	150.52	0.0140	0.84
70036	15	FT	M	6.	THHN/THWN CU (STR)	0.7097	10.65	0.0060	0.09
	0				TRENCH & FROM PULLBOX TO BLDG 6 TDR XFMR				
390123	1	FT	M	12" X 36" DEEP	BACKHOE TRENCH+BACKFILL	750.0000	750.00	0.0000	0.00
10062	20	FT	M	2	PVC SCH 40	0.8658	17.32	0.0560	1.12
30315	1	EA	M	2	PVC END BELLS	3.3324	3.33	0.1500	0.15
500158	3	EA	M	2	ENCLOSURE HOLE PUNCH	0.0000	0.00	0.5000	1.50
40031	1	EA	M	PINT	PVC (GLUE) CEMENT	6.8483	6.85	0.0200	0.02
30291	1	EA	M	2	PVC MALE ADAPTER	0.7194	0.72	0.1550	0.16
240001	6	FT	M	1 5/8" x 7/8"H	U-STRUT SGL-CHNL 12G STD GRN	2.8106	16.86	0.0800	0.48
160490	6	EA	M	3/8 x 6"	LAG BOLT	0.6531	3.92	0.0300	0.18
160172	6	EA	M	3/8"	FLAT WASHER (PLT)	0.1100	0.66	0.0010	0.01
240049	7	EA	M	2	GRC STRUT CLAMP GALV	1.2545	8.78	0.0350	0.25
10005	10	FT	M	2	GRC	9.0025	90.03	0.0900	0.90
10215	2	EA	M	2	CONDUIT CUT & THREAD	0.0000	0.00	0.2500	0.50
20111	1	EA	M	2	GRC 90-DEG ELBOW	23.2301	23.23	0.4300	0.43
30005	1	EA	M	2	GRC COUPLING	6.8361	6.84	0.0190	0.02
30360	1	EA	M	2	GRC LB CONDUIT BODY	51.5620	51.56	0.5500	0.55
30665	1	EA	M	2	CONDUIT BODY GASKET	6.3913	6.39	0.0200	0.02
30444	1	EA	M	2	GRC CONDUIT BODY STEEL COVER	9.2824	9.28	0.0330	0.03
40132	4	EA	M	2	SEALING LOCKNUT	4.1483	16.59	0.1050	0.42
40120	4	EA	M	2	LOCKNUT	3.6643	14.66	0.1050	0.42
60152	2	EA	M	2 x 6	GRS NIPPLE	8.9882	17.98	0.1500	0.30
40212	2	EA	M	2	GRD BUSHING INSULATED	17.2493	34.50	0.3000	0.60

TAFT Electric Company
 1594 Eastman Avenue
 Ventura, CA 93003
 Phone: 805-642-0121
 Web: www.taftelectric.com

Project: COR 042 EXISTING BLDG 6 POWER

Item #	Qty	U/M	Q/M	Size	Description	Material Unit	Material Result	Labor Unit	Labor Result
74	4	M			3 PORT POLARIS 1/0-750 KCMIL	90.0000	360.00	0.3500	1.40
220440	1	EA	M	100/3	FUSIBLE SAFETY SWITCH	0.0000	0.00	2.2000	2.20
230111	3	EA	M	100 AMP	RKS TIME DELAY 600V FUSE	38.4912	115.47	0.0600	0.18
70041	100	FT	M	1/0	THHN/THWN CU (STR)	2.5087	250.87	0.0140	1.40
70036	25	FT	M	6	THHN/THWN CU (STR)	0.7097	17.74	0.0060	0.15
100160	8	EA	M	1/0	WIRE TERMINATION	0.0000	0.00	0.1850	1.48
100155	2	EA	M	6	WIRE TERMINATION	0.0000	0.00	0.1200	0.24
	0				TDR XFMR TO PORTABLES				
76	1	M			SAFE-OFF EXISTING EQUIPMENT	0.0000	0.00	1.0000	1.00
77	1	M			DEMO ENCLOSURE	0.0000	0.00	2.0000	2.00
10214	2	EA	M	1 1/2	CONDUIT CUT & THREAD	0.0000	0.00	0.1900	0.38
30016	2	EA	M	1 1/2	GRC THREADLESS CONDUIT COUPLING	17.7791	35.56	0.6000	1.20
30359	2	EA	M	1 1/2	GRC LB CONDUIT BODY	30.7479	61.50	0.4700	0.94
30443	2	EA	M	1 1/2	GRC CONDUIT BODY STEEL COVER	5.4272	10.85	0.0330	0.07
30664	2	EA	M	1 1/2	CONDUIT BODY GASKET	5.2392	10.48	0.0200	0.04
500158	1	EA	M	2	ENCLOSURE HOLE PUNCH	0.0000	0.00	0.5000	0.50
230106	4	EA	M	60 AMP	RKS TIME DELAY 600V FUSE	18.1729	72.69	0.0200	0.08
75	2	M		60/2	FUSIBLE SAFETY SWITCH	0.0000	0.00	1.9500	3.90
70039	20	FT	M	2	THHN/THWN CU (STR)	1.6301	32.60	0.0100	0.20
70036	10	FT	M	6	THHN/THWN CU (STR)	0.7097	7.10	0.0060	0.06
100158	8	EA	M	2	WIRE TERMINATION	0.0000	0.00	0.1750	1.40
100155	4	EA	M	6	WIRE TERMINATION	0.0000	0.00	0.1200	0.48
60005	2	EA	M	1 1/2	BUSHED CHASE NIPPLE-STEEL	3.2592	6.52	0.0900	0.18
40119	2	EA	M	1 1/2	LOCKNUT	2.0716	4.14	0.0875	0.18
40175	2	EA	M	1 1/2	PLASTIC BUSHING	1.0606	2.12	0.0500	0.10
100664	2	EA	M	3/4"	BLACK ELECTRICAL TAPE 60FT ROLL	1.0957	2.19	0.0000	0.00
80	1	M			TEMP AC PATCH	400.0000	400.00	0.0000	0.00
	0				TEMPORARY ANNUNCIATOR				
10062	180	FT	M	2	PVC SCH 40	0.8658	155.84	0.0560	10.08
20012	2	EA	M	2	PVC SCH 40 90-DEG ELBOW 36"R	13.0786	26.16	0.4000	0.80
30291	1	EA	M	2	PVC MALE ADAPTER	0.7194	0.72	0.1550	0.16
30621	1	EA	M	2	PVC LB CONDUIT BODY	10.1366	10.14	0.5500	0.55
160737	4	EA	M	2	PVC 2-HOLE STRAP	1.1433	4.57	0.0350	0.14
30315	1	EA	M	2	PVC END BELLS	3.3324	3.33	0.1500	0.15
20031	1	EA	M	2	PVC SCH 40 45-DEG ELBOW	1.9481	1.95	0.2000	0.20

1694 Eastman Avenue
 Vantura, CA 93003
 Phone: 805-642-0121
 Web: www.taftelctric.com

taft Electric Company

taft Software Solutions

Region: COR 042 EXISTING BLDG 6 POWER

Item #	Qty	U/M	Q/M	Size	Description	Material Unit	Material Result	Labor Unit	Labor Result
30261	4	EA	M	2	PVC COUPLING	0.5142	2.06	0.1000	0.40
81	10	M	M		TRENCH SUPPORT	10.0000	100.00	0.0800	0.80
710092	1	EA	M	10X10X4	PULL BOX -HINGED CVR	14.7040	14.70	0.9500	0.95
10050	30	FT	M	1 1/2	EMT	3.6596	109.79	0.0550	1.65
150825	4	EA	M	1 1/2	EMT 2-HOLE STEEL STRAP	1.0520	4.21	0.0420	0.17
20172	2	EA	M	1 1/2	EMT 90-DEG ELBOW	7.3910	14.78	0.3000	0.60
30120	3	EA	M	1 1/2	EMT DI-CAST-COMP COUPLING	2.9544	8.86	0.0720	0.22
30210	2	EA	M	1 1/2	EMT STEEL SS INS-THROAT CONNECTOR	5.2897	10.58	0.0720	0.14
500157	1	EA	M	1 1/2	ENCLOSURE HOLE PUNCH	0.0000	0.00	0.4500	0.45
78	1,300	M	M		GENESIS 5551 18/2 FA CABLE	0.1859	241.67	0.0030	3.90
79	650	M	M		GENESIS 4513 14/2 FA CABLE	0.1949	126.69	0.0030	1.95
320046	1	EA	M		FIRE ALARM ANNUNCIATOR BACK BOX	0.0000	0.00	0.5000	0.50
320045	1	EA	M	48 ZONE	FIRE ALARM ANNUNCIATOR	0.0000	0.00	6.0000	6.00
	0				2' CONDUIT TO NEAREST SIGNAL PULLBOX				
10062	180	FT	M	2	PVC SCH 40	0.8658	155.84	0.0560	10.08
20012	2	EA	M	2	PVC SCH 40 90-DEG ELBOW 36"R	13.0786	26.16	0.4000	0.80
160737	4	EA	M	2	PVC 2-HOLE STRAP	1.1433	4.57	0.0350	0.14
30315	1	EA	M	2	PVC END BELLS	3.3324	3.33	0.1500	0.15
20031	1	EA	M	2	PVC SCH 40 45-DEG ELBOW	1.9481	1.95	0.2000	0.20
30261	4	EA	M	2	PVC COUPLING	0.5142	2.06	0.1000	0.40
30342	1	EA	M	2	PVC CONDUIT CAP	2.8791	2.88	0.1000	0.10
Phase Totals:						3,559.29		69.73	
Job Totals:						3,559.29		69.73	



March 8, 2017

Mr. Tom Bardwell
SVA Architects Inc.
3 MacArthur Place, Suite 850
Santa Ana, CA 92707

Re: **Lemonwood K-8 Modernization**
tk1sc Project 2013-0451

Please issue the following bulletin to the above referenced project:

Drawing Items:

1. Sheet E1-1.0, Electrical Utility Plan:
 - a. Addition of feeds to relocatable buildings
2. Sheet E5.1, Electrical Single Line Diagram:
 - a. Addition of feeds to relocatable buildings

Sincerely,
tk1sc

Nick Bruno

Nick Bruno,
Senior Engineer - Electrical



OWNER: OXNARD SCHOOL DISTRICT
 PROJECT NAME: LEMWOOD K-8 RECONSTRUCTION
 12511 AVENUE 2200 CAMBRIDGE COURT OXNARD, CA 93033



DATE ISSUED: 01/11/2017
 PROJECT NO: 17-001
 SCALE: AS SHOWN
 SHEET NUMBER: E5.1
 SHEET TITLE: SINGLE LINE DISTRIBUTION DIAGRAM

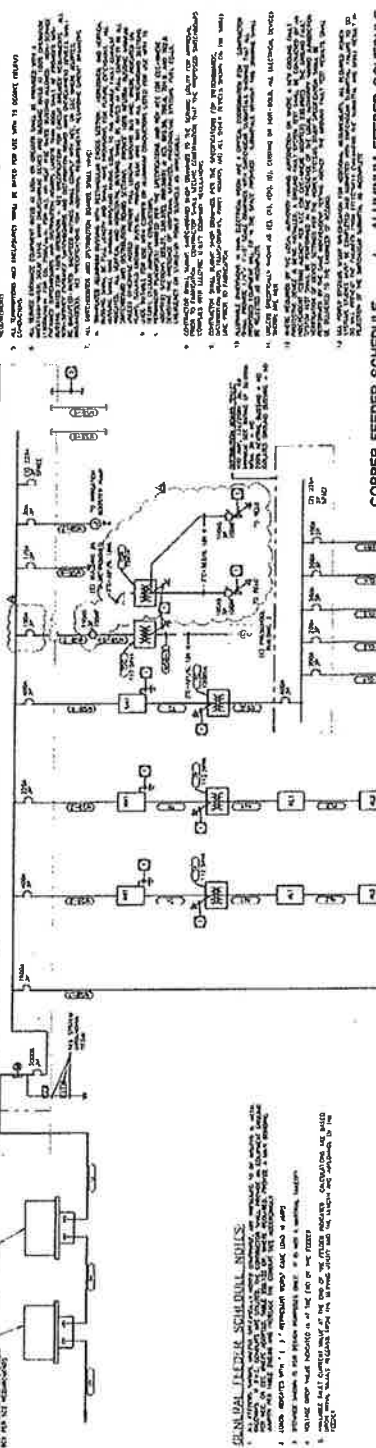


GENERAL SINGLE LINE DIAGRAM NOTES:

1. ALL ELECTRICAL WORK SHALL BE IN ACCORDANCE WITH THE 2017 CALIFORNIA ELECTRICAL CODE (CEC) AND THE 2017 CALIFORNIA MECHANICAL CODE (CMC).
2. ALL ELECTRICAL WORK SHALL BE IN ACCORDANCE WITH THE 2017 CALIFORNIA FIRE CODE (CFC).
3. ALL ELECTRICAL WORK SHALL BE IN ACCORDANCE WITH THE 2017 CALIFORNIA PLUMBING AND MECHANICAL CODE (CPMC).
4. ALL ELECTRICAL WORK SHALL BE IN ACCORDANCE WITH THE 2017 CALIFORNIA GAS CODE (CGC).
5. ALL ELECTRICAL WORK SHALL BE IN ACCORDANCE WITH THE 2017 CALIFORNIA BUILDING CODE (CBC).
6. ALL ELECTRICAL WORK SHALL BE IN ACCORDANCE WITH THE 2017 CALIFORNIA ELECTRICAL SAFETY CODE (CESC).
7. ALL ELECTRICAL WORK SHALL BE IN ACCORDANCE WITH THE 2017 CALIFORNIA ELECTRICAL SAFETY CODE (CESC).
8. ALL ELECTRICAL WORK SHALL BE IN ACCORDANCE WITH THE 2017 CALIFORNIA ELECTRICAL SAFETY CODE (CESC).
9. ALL ELECTRICAL WORK SHALL BE IN ACCORDANCE WITH THE 2017 CALIFORNIA ELECTRICAL SAFETY CODE (CESC).
10. ALL ELECTRICAL WORK SHALL BE IN ACCORDANCE WITH THE 2017 CALIFORNIA ELECTRICAL SAFETY CODE (CESC).

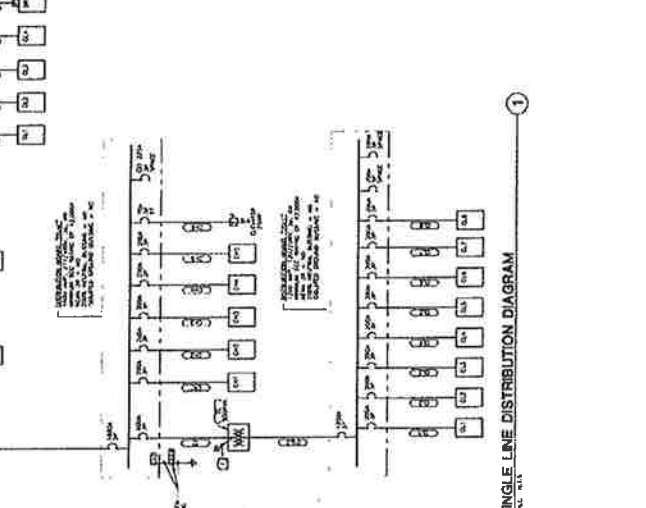
SPECIFIC SINGLE LINE NOTES:

1. ALL ELECTRICAL WORK SHALL BE IN ACCORDANCE WITH THE 2017 CALIFORNIA ELECTRICAL CODE (CEC) AND THE 2017 CALIFORNIA MECHANICAL CODE (CMC).
2. ALL ELECTRICAL WORK SHALL BE IN ACCORDANCE WITH THE 2017 CALIFORNIA FIRE CODE (CFC).
3. ALL ELECTRICAL WORK SHALL BE IN ACCORDANCE WITH THE 2017 CALIFORNIA PLUMBING AND MECHANICAL CODE (CPMC).
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10. ALL ELECTRICAL WORK SHALL BE IN ACCORDANCE WITH THE 2017 CALIFORNIA ELECTRICAL SAFETY CODE (CESC).



COPPER FEEDER SCHEDULE / ALUMINUM FEEDER SCHEDULE

FEEDER	DESCRIPTION	TYPE	SIZE	LENGTH	WEIGHT	RESISTANCE	INDUCTIVE REACTANCE	CAPACITIVE REACTANCE	IMPEDANCE	REACTANCE	ADDITIONAL NOTES
1	FEEDER 1	COPPER	4/0	100	100	0.000	0.000	0.000	0.000	0.000	
2	FEEDER 2	ALUMINUM	4/0	100	100	0.000	0.000	0.000	0.000	0.000	
3	FEEDER 3	COPPER	4/0	100	100	0.000	0.000	0.000	0.000	0.000	
4	FEEDER 4	ALUMINUM	4/0	100	100	0.000	0.000	0.000	0.000	0.000	
5	FEEDER 5	COPPER	4/0	100	100	0.000	0.000	0.000	0.000	0.000	
6	FEEDER 6	ALUMINUM	4/0	100	100	0.000	0.000	0.000	0.000	0.000	
7	FEEDER 7	COPPER	4/0	100	100	0.000	0.000	0.000	0.000	0.000	
8	FEEDER 8	ALUMINUM	4/0	100	100	0.000	0.000	0.000	0.000	0.000	
9	FEEDER 9	COPPER	4/0	100	100	0.000	0.000	0.000	0.000	0.000	
10	FEEDER 10	ALUMINUM	4/0	100	100	0.000	0.000	0.000	0.000	0.000	



GENERAL FEEDER SCHEDULE NOTES:

1. ALL FEEDERS SHALL BE IN ACCORDANCE WITH THE 2017 CALIFORNIA ELECTRICAL CODE (CEC) AND THE 2017 CALIFORNIA MECHANICAL CODE (CMC).
2. ALL FEEDERS SHALL BE IN ACCORDANCE WITH THE 2017 CALIFORNIA FIRE CODE (CFC).
3. ALL FEEDERS SHALL BE IN ACCORDANCE WITH THE 2017 CALIFORNIA PLUMBING AND MECHANICAL CODE (CPMC).
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10. ALL FEEDERS SHALL BE IN ACCORDANCE WITH THE 2017 CALIFORNIA ELECTRICAL SAFETY CODE (CESC).

SINGLE LINE DISTRIBUTION DIAGRAM

SCALE: AS SHOWN

Matt Gobuty

From: Nalani Scanlon <NScanlon@swinerton.com>
Sent: Friday, March 24, 2017 9:52 AM
To: Matt Gobuty; Ron Thompson
Cc: Fateh, David
Subject: Re: Lemonwood Bulletin 39

Matt,

Also, please include a temporary remote annunciator with this Bulletin. It is not called out, but needs to be and we will address this with the Architect.

Nalani Scanlon

Senior PE | SWINERTON BUILDERS

865 S. Figueroa Street, Suite 3000 | Los Angeles, CA 90017

T 805.832.4993 | C 213.334.1807 | www.swinerton.com

JOBSITE OFFICE: 2200 Carnegie Ct., Oxnard, CA 93033

nscanlon@swinerton.com



INTEGRITY | LEADERSHIP | PASSION | EXCELLENCE

On Mar 21, 2017, at 1:11 PM, Nalani Scanlon <NScanlon@swinerton.com> wrote:

Matt,

Please see Bulletin 39 for permanent power to the existing relocatable buildings (future ECDC).

Please provide your cost impact by 3/28/17.

Thank you,

Nalani Scanlon

Senior PE | SWINERTON BUILDERS

865 S. Figueroa Street, Suite 3000 | Los Angeles, CA 90017

T 805.832.4993 | C 213.334.1807 | www.swinerton.com<<http://www.swinerton.com/>>

JOBSITE OFFICE: 2200 Carnegie Ct., Oxnard, CA 93033

nscanlon@swinerton.com<<mailto:nscanlon@swinerton.com>>

[Description: Description: Description: Description: cid:3007bb56-ff77-4558-8cf8-6ff1be396480]INTEGRITY | LEADERSHIP | PASSION | EXCELLENCE

From: Tom Bardwell [<mailto:tbardwell@sva-architects.com>]

Sent: Monday, March 13, 2017 10:01 AM

To: Nalani Scanlon <NScanlon@swinerton.com>

Cc: Francisco Cancino <FCancino@swinerton.com>

Subject: Lemonwood Bulletin 39

Hi Nalani,

FDU-80

80 Character Liquid Crystal Display

 **NOTIFIER**[®]
by Honeywell

Annunciators

General

The FDU-80 is a compact, cost-effective, 80-character, backlit LCD remote Fire Annunciator for use with the NOTIFIER Fire-Warden-100-2, NFS2-640, and NFS-320 Fire Alarm Control Panels (FACPs). The FDU-80 mimics the display of the control panel and displays complete system point status information.

Up to 32 FDU-80s may be connected onto the EIA-485 terminal port of each FACP. The FDU-80 requires no programming, which saves time during system commissioning.

Features

- 80-character Liquid Crystal Display.
- Mimics all display information from the host panel.
- Control switches for System Acknowledge, Signal Silence, Drill and Reset with enable key.
- System status LEDs for Power, Alarm, Trouble, Supervisory and Alarm Silenced.
- No programming necessary — FDU-80 connects to the terminal port on the FACP.
- Displays device type identifiers, individual point alarm, trouble or supervisory, zone and custom alpha labels.
- Time-and-date display field.
- Aesthetically pleasing design.
- May be powered from the host FACP or by remote power supply (requires 24 VDC).
- Up to 32 FDU-80 annunciators per FACP.
- Plug-in terminal blocks for ease of installation and service.
- Can be remotely located up to 6,000 feet (1828.8 m) from the FACP.
- Local piezo sounder with alarm and trouble resound.
- Semi-flush mounts to 2.188" (5.556 cm) minimum deep, three-gang electrical box (NOTIFIER PN 10103) or three-gangable electrical switchbox.
- Surface-mounts to NOTIFIER PN SBB-3 surface backbox.

Operation

The FDU-80 annunciator provides the FACP with point annunciation with full display text on an 80-character LCD display. The FDU-80 also provides an array of LEDs to indicate system status, and includes control switches for remote control of critical system functions.

The FDU-80 provides the FACP with up to 32 remote serially connected annunciators. All field-wiring terminations on the FDU-80 use removable, compression-type terminal blocks for ease of wiring and circuit testing.

Communication between the FACP and the annunciators is accomplished over an EIA-485 serial interface, which greatly reduces wire and installation cost over traditional systems.

Installation

The FDU-80 can be semi-flush mounted to a 2.188" (5.556 cm) minimum deep,

Alternately, an SBB-3 surface backbox is available for surface-mount applications.



6820idu8.jpg

Ordering Information

FDU-80: 80 character, backlit, LCD Fire Annunciator with control switches for remote control of system functions, and key-switch lock.

FDU-80C: ULC-listed version; see DN-60573 for details.

10103: Three-gang electrical box, minimum 2.188" (5.556 cm) deep, for semi-flush mount applications.

SBB-3: Three-gang surface backbox for surface-mount applications.

Agency Listings And Approvals

These listings and approvals apply to the modules specified in this document. In some cases, certain modules or applications may not be listed by certain approval agencies, or listing may be in process. Consult factory for latest listing status.

- **UL Listed:** S635
- **MEA Listed:** 245-00-E
- **FDNY:** COA#6038
- **CSFM:** 7120-0028:209
- **FM Approved**

NOTE: For ULC-listed version, see DN-60573.

TYPE	DESCRIPTION	USE	PROVIDED BY
OPEN/PLENUM WIRING WILL BE UTILIZED WHEN POSSIBLE.			
A	GENESIS 4513 14 AWG 2/C SOL, FPLR-CL2P	SPEAKER CIRCUIT	
AU	WEST PENN AQ295 2#14 STR, STP, FPL (RED+/BLACK JACKET-)	SPEAKER CIRCUIT (UNDERGROUND)	
C	GENESIS 4515 12 AWG 2/C SOL, FPLP-CL2P	SYNCHRONIZATION CIRCUIT	2 Cables
E	GENESIS 4513 14 AWG 2/C SOL, FPLR-CL2P	MONITOR/CONTROL	
L	GENESIS 4511 16 AWG 2/C SOL, FPLP-CL2P	INITIATING INTERIOR	
N	GENESIS 5551 18 AWG 2PR, SHIELDED FPLP	ANNUNCIATOR INTERIOR	
P1	GENESIS 4513 14 AWG 2/C SOL, FPLR-CL2P	24 VDC RESETTABLE POWER	2 #14
P2	GENESIS 4513 14 AWG 2/C SOL, FPLR-CL2P	24 VDC NON-RESETTABLE POWER	
Y	GENESIS 4515 12 AWG 2/C SOL, FPLP-CL2P	VISUAL CIRCUIT	
R	GENESIS 4511 16 AWG 2/C SOL, FPLP-CL2P	REMOTE PAGING UNIT (AUDIO/DATA)	

CABLE DESCRIPTION ABBREVIATIONS

ABBREV.	DEFINITION	ABBREV.	DEFINITION	ABBREV.	DEFINITION
FPL	FIRE ALARM POWER-LIMITED	OS	OVERALL SHIELDED CABLE	STP	SHIELDED TWISTED PAIR
FPLP	FIRE ALARM POWER-LIMITED, PLENUM	SOL	SOLID CONDUCTOR	US	UNSHIELDED CABLE
FPLR	FIRE ALARM POWER-LIMITED, RISER	STR	STRANDED CONDUCTOR	UTP	UNSHIELDED TWISTED PAIR

NOTE: --ALL WIRE MODEL NUMBERS ARE GENESIS EQUIVALENT BY OTHER MANUFACTURER IS ACCEPTABLE.



May 15, 2017

Oxnard School District
 1051 South A Street
 Oxnard, CA, 93030

Attn: Mr. Scott Burkett, CFW Inc.

Subject: Swinerton Builders Job 16055106 - Lemonwood K-8 School LLB
 PCI No. 0208.1 Unforeseen condition, elevated water table at electrical trenches

Dear Mr. Burkett,

We request a Change Order to our contract for the following:

Groundwater encountered while installing site utility underground electrical duct bank. Contract documents indicate groundwater to be encountered at -9'0" below finish surface, water was encountered at -7'0"

Phase	Category	Description	Subcontractor	Quote
260010	71140	Groundwater encountered while installing site utility underground electrical duct bank. Contract documents indicate groundwater to be encountered at -9'0" below finish surface, water was encountered at -7'0"	TAFT ELECTRIC COMPANY	10,000.00
			Subtotal	10,000.00
007480	71160	Subguard	1.15%	115.00
007410	71160	Builders Risk	0.6%	60.69
007420	71160	General Insurance	1.15%	116.32
007510	71160	P&P Bond	1%	100.00
991000	79999	Change Order Fee	5%	514.60
			Markup Subtotal	906.61
			PCI Total	10,906.61

TOTAL AMOUNT OF THIS CHANGE ORDER REQUEST: **10,906.61.**

Please NOTE:

- » The incorporation of this revision into the contractual scope of work will increase the time by 0 calendar days..
- » The terms (cost and schedule impact) of this change order request are subject to review and a requote if not accepted within days of its issuance.
- » This request does not include additional cost or delay due to late approval.

We **HAVE** proceeded with this revised work per your instructions. Please issue a change order.



Upon acceptance of this change order request, a formal change order will be issued. Acceptance also acknowledges that Swinerton Builders has proceeded with the above change in scope.

If you have any questions or comments pertaining to this matter, please contact the undersigned.

Sincerely,
Swinerton Builders

A handwritten signature in black ink, appearing to read "Bill Gray".

Bill Gray
PM

Date: _____

6/13/2017

Quotation accepted by:
Oxnard School District

By: _____

Date: _____



May 15, 2017

Oxnard School District
1051 South A Street
Oxnard, CA, 93030

Attn: Mr. Scott Burkett, CFW Inc.

Subject: Swinerton Builders Job 16055106 - Lemonwood K-8 School LLB
PCI No. 0208 Taft Electric Unforeseen site condition

Dear Mr. Burkett,

REVISE

We request a Change Order to our contract for the following:

Groundwater encountered while installing site utility underground electrical duct bank. Contract documents indicate groundwater to be encountered at -9'0" below finish surface, water was encountered at -7'0"

Phase	Category	Description	Subcontractor	Quote
260010	71140	Groundwater encountered while installing site utility underground electrical duct bank. Contract documents indicate groundwater to be encountered at -9'0" below finish surface, water was encountered at -7'0"	TAFT ELECTRIC COMPANY	11,229.00
			Subtotal	11,229.00
007480	71160	Subguard	1.15%	129.13
007410	71160	Builders Risk	0.6%	68.15
007420	71160	General Insurance	1.15%	130.62
007510	71160	P&P Bond	1%	112.29
991000	79999	Change Order Fee	5%	577.85
			Markup Subtotal	1,018.04
			PCI Total	12,247.04

TOTAL AMOUNT OF THIS CHANGE ORDER REQUEST: **12,247.04.**

Please NOTE:

- » The incorporation of this revision into the contractual scope of work will increase the time by 0 calendar days.
- » The terms (cost and schedule impact) of this change order request are subject to review and a requote if not accepted within days of its issuance.
- » This request does not include additional cost or delay due to late approval.

X We **HAVE NOT** proceeded with this revised work per your instructions. Please issue a change order.



Upon acceptance of this change order request, a formal change order will be issued. Acceptance also acknowledges that Swinerton Builders is directed to proceed with the above change in scope.

If you have any questions or comments pertaining to this matter, please contact the undersigned.

Sincerely,
Swinerton Builders

A handwritten signature in black ink, appearing to read "Bill Gray", is written over the printed name.

Bill Gray

PM

Date:

5/15/2017

Quotation accepted by:
Oxnard School District

By:

Date:

Two horizontal lines for a signature and date are present. A long, diagonal handwritten line is drawn across both lines, indicating that the signature and date have not been provided.



Taft Electric Company

1694 Eastman Avenue
Ventura, CA 93003
(805)642-0121
Contractor License # 772245

Change Order Request

Detailed, Grouped by Each Number

2241 Lemonwood **Project # 2241** **Taft Electric Company**
2200 Carnegie Court
Oxnard, CA 93033
Tel: Fax:

Change Order Request: 045 R001 **Date: 5/12/2017**

To: Bill Gray
Swinerton Builders
865 S. Figueroa Street
Los Angeles, CA 90017
From: Matt Gobuty
Taft Electric Company
P.O. Box 3416
Ventura, CA 93006

Description	Category	Status	
Unforeseen Soil Conditions -MPR Site		Submitted	
Reference	Required By	Days Req	Amt Req
	5/19/2017	0	11,229

Notes
We are submitting the above to recover additional cost incurred due to unforeseeable soil conditions while completing the installation of the MPR ductbank. During trenching of the East and North site ductbanks, we did not encounter groundwater. While trenching the remainder of the MPR ductbank in April (2017) we encountered groundwater up to 2' depth in our excavation. This created an unforeseen burden for Taft electric and our backhoe operator, forcing us to pump out all flooded vaults, widen our excavation due to collapse and then pump out all groundwater from the excavations before installing the ductbank.

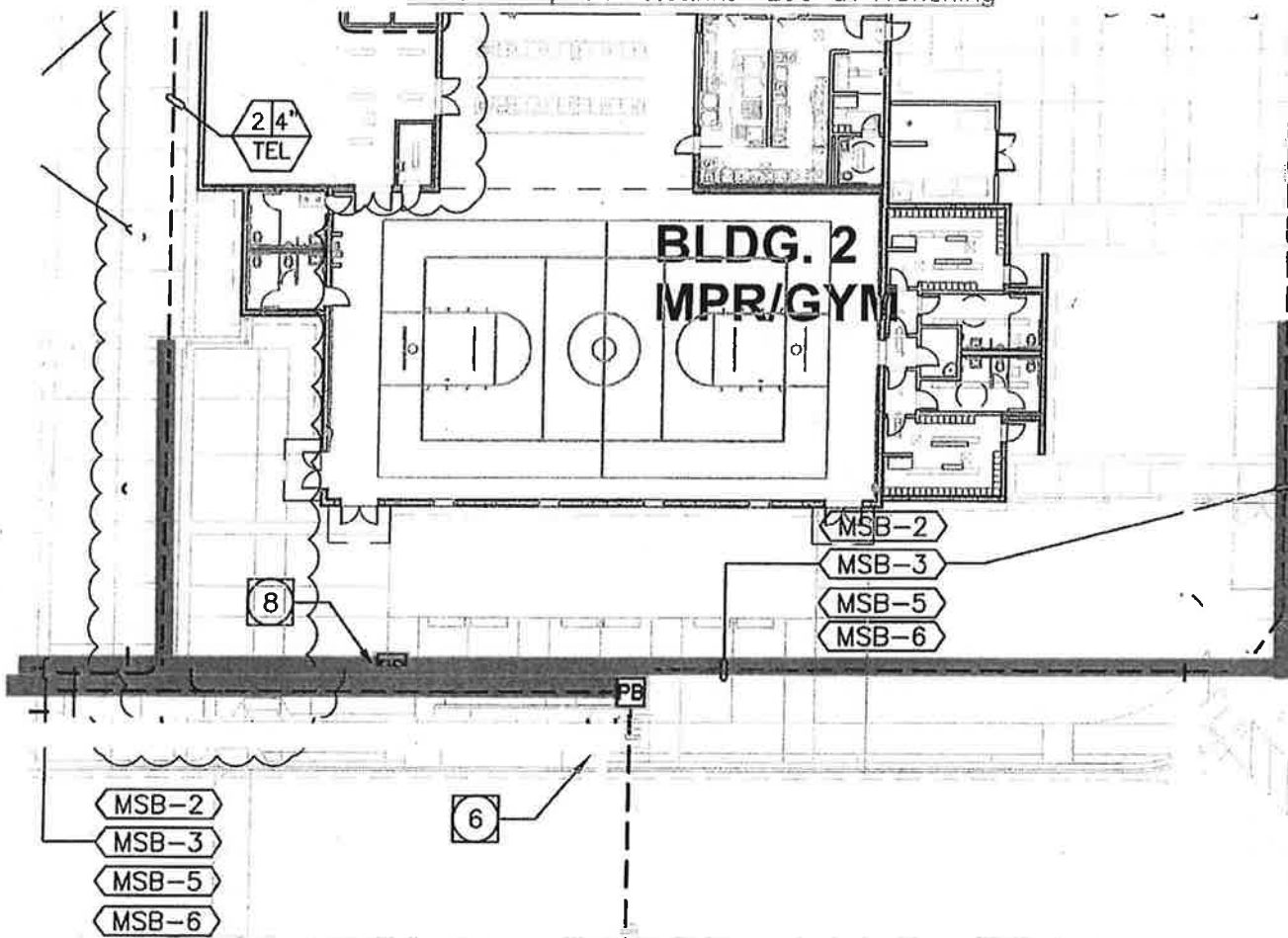
Attached is backup, which breaks down our additional burden. Pages 4-8 are excerpts from the CTE Geotech Report from 1/5/14, showing groundwater depth in the area of interest at 9 feet. The bottom of our trench is at an elevation of 32.50, or a depth of 8 feet.

Matt Gobuty
Project Manager
(805)654-7994

PCO No	Date	Reference	Amt Prop	Days Req	Category	Reason
		Description	Notes			

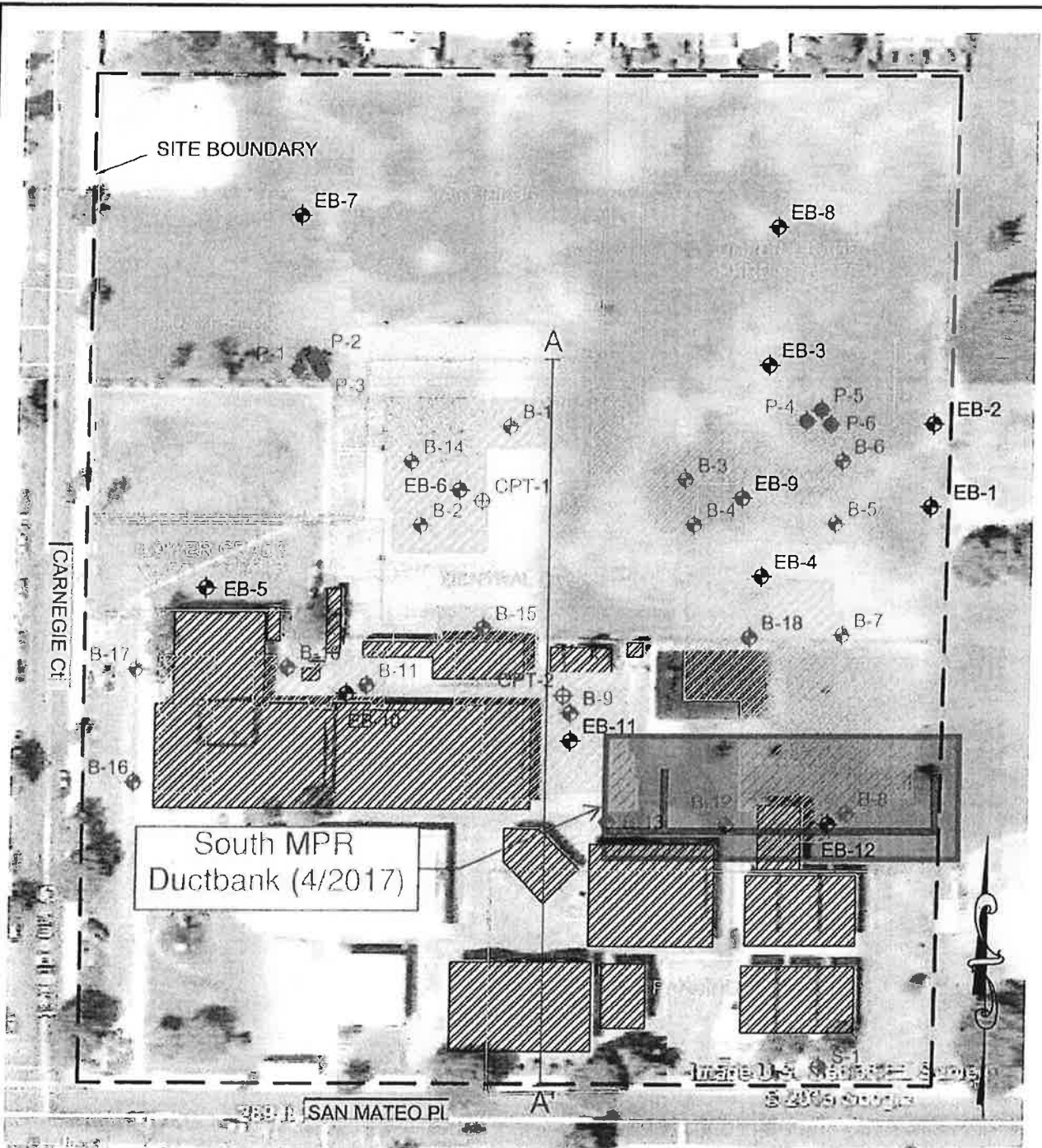
Approved By:
Signature _____
Name _____ **Date** _____

South Campus Ductbanks - 250' Of Trenching



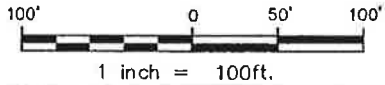
105 Hrs to Complete 250'

\\Esc_server\projects\30-0000\Drawn Office Projects\30-1152G\Figure 3.dwg 1/7/2014 9:39:42 AM PST



LEGEND

- B-17 ⊕ APPROXIMATE BORING LOCATION
- CPT-2 ⊕ APPROXIMATE CPT LOCATION
- P-6 ● APPROXIMATE PERCOLATION TEST LOCATION
- S-1 ⊕ APPROXIMATE SAMPLE LOCATION
- EB-17 ⊕ APPROXIMATE BORING LOCATION (EARTH SYSTEMS PACIFIC)
- ▨ STRUCTURE TO BE DEMOLISHED
- ▨ PROPOSED BUILDING
- A—A' CROSS SECTION



	CONSTRUCTION TESTING & ENGINEERING, INC. <small>PLANNING - CIVIL ENGINEERING - LAND SURVEYING - GEOTECHNICAL 1645 PACIFIC AVENUE, SUITE 107 OXNARD, CA 93033, PH: (805) 486-9016</small>		
	EXPLORATION LOCATION MAP <small>PROPOSED LEMONWOOD ELEMENTARY SCHOOL NORTHEAST OF SAN MATEO PLACE AND CARNEGIE COURT OXNARD, CALIFORNIA</small>	SCALE: 1"=100'	DATE: 1/14
		CTE JOB NO.: 30-1152G	FIGURE: 3



CONSTRUCTION TESTING & ENGINEERING, INC.

1643 PACIFIC AVENUE, SUITE 107 | OAKLAND, CA 94612 | TEL: 415 436 6475 | FAX: 415 486 0016

PROJECT: Lemonwood Elementary School DRILLER: 2R Drilling SHEET: 1 of 1
 CTE JOB NO: 30-1152G DRILL METHOD: 8" hollow stem DRILLING DATE: 12/14/2013
 LOGGED BY: Josh Myers SAMPLE METHOD: SPT, California Barrel ELEVATION: TBD

Depth (Feet)	Bulk Sample Driven Type	Blows/Feet	Dry Density (pcf)	Moisture (%)	U.S.C.S. Symbol	Graphic Log	DESCRIPTION	Laboratory Tests
--------------	-------------------------	------------	-------------------	--------------	-----------------	-------------	-------------	------------------

0					FILL (ML)		Clayey, fine to medium sandy silt (ML), moist to very moist, stiff, dark brown. upper 0.5 feet contain abundant roots	
5		80			SP-SM		Slightly silty, fine to coarse sand with few fine gravels (SP-SM), light brown, very dense, moist	
10		40	110.2	18.5			Wet, dense, and no gravels observed below a depth of approximately 9 feet	
15		21					Fine to medium sand (SP), gray, wet, medium dense	
20		34			SP			
25		32						



CONSTRUCTION TESTING & ENGINEERING, INC.

1645 PACIFIC AVENUE SUITE 107 | ORLANDO, CA 93033 | 405 486 6475 | FAX 805 486 9016

PROJECT:	Lemonwood Elementary School	DRILLER:	Badger Drilling	SHEET:	1 of 1
CTE JOB NO:	30-1152G	DRILL METHOD:	8" hollow stem	DRILLING DATE:	1/5/2014
LOGGED BY:	Josh Myers	SAMPLE METHOD:	SPT, California Barrel	ELEVATION:	TBD

Depth (Feet)	Bulk Sample Driven Type	Blows/Feet	Dry Density (pcf)	Moisture (%)	U.S.C.S. Symbol	Graphic Log	DESCRIPTION	Laboratory Tests
0							2" asphalt over 3" base material	
					ML		Slightly gravelly, slightly clayey, fine to coarse sandy silt (ML), dark brown, very stiff, moist, disturbed	
					SM		Clayey, silty fine to medium sand (SM), brown, medium dense, moist	
18							Fine to medium sand (SP), moist, light brown to gray-brown, medium dense, few gravels at a depth of approximately 4 feet	
35								
								Wet below approximately 9 feet
10					SP		Slightly gravelly	
17								
15							No gravels observed	
29								
							Total depth of boring at 16.5 feet Boring caved to 8 feet Groundwater observed at 9 feet	
20								
25								



CONSTRUCTION TESTING & ENGINEERING, INC.

1645 PACIFIC AVENUE, SUITE 107 | OXNARD, CA 93030 | AOE: 186 8475 | FAX: 805.486.9016

PROJECT:	Lemonwood Elementary School	DRILLER:	Badger Drilling	SHEET:	1 of 1
CTE JOB NO:	30-1152G	DRILL METHOD:	8" hollow stem	DRILLING DATE:	1/5/2014
LOGGED BY:	Josh Myers	SAMPLE METHOD:	SPT, California Barrel	ELEVATION:	TBD

Depth (Feet)	Bulk Sample Driven Type	Blows/Foot	Dry Density (pcf)	Moisture (%)	U.S.C.S. Symbol	Graphic Log	DESCRIPTION	Laboratory Tests
BORING: B-13								
0							2.5" asphalt (no base material observed)	
					ML		Slightly gravelly, slightly clayey, sandy silt (ML), moist, disturbed	
		33			SM		Slightly clayey, silty fine to medium sand (SM), dark gray, medium dense, slightly odoriferous of organic material, disturbed	
					ML		Fine to medium sandy silt (ML), stiff, moist, mottled brown and red-brown above a depth of 3 feet, brown below a depth of 3 feet, few calcareous deposits	
5		48			SW		Few cobbles, gravelly fine to coarse sand (SW), slightly moist, gray, dense, subrounded clasts	
					SP		Fine to medium sand (SP), gray, wet, medium dense	
10		18						
							Total depth of boring at 11.5 feet Boring caved to 7 feet Groundwater observed at 9 feet	
15								
20								
25								

Matt Gobuty

From: Ron Thompson
Sent: Wednesday, May 10, 2017 8:15 AM
To: Matt Gobuty
Cc: Al Davis
Subject: ground water intrusion

Matt, as you can see from the photos, the ground water has come up about 2 feet due to all the rain. When we originally ran our underground on the East and West side of the MPR build we were at 34.50 to the top of 18" duct banks without encountering ground water. Due to schedule slipping we were not able to continue picking up these duct banks till after all the rain. When we excavated our duct banks we found the ground water was now at 34.50 . The effects of the higher water table are as follows.

- 1) All vaults had to be pumped. James petit 2 days
- 2) Excavated duct banks and de-watered. backhoe, Joe Marquez, Backhoe, Ron Thompson. 1 day
- 3) Excavation collapsing due to water making an unsafe condition. Had to considerably expand excavation to be able to work in trenches. Backhoe, Joe Marquez, Ron Thompson, James Petit. 3 days

Thank you ,
Ron Thompson
805 701 0506
rthompson@taftelectric.com



2241 Lemonwood School MPR Excavation & Ductbank Unforeseen Conditions

Description	ft	Notes	Hrs consumed
L/F Complete Before 12/7	1350	Damp soil, no water intrusion at 8' below grade	138
L/F Complete April 2017	250	Water table up - 2' of intrusion into trench & vaults	105

Backhoe Sub L/F Complete Before 12/7	\$ 32,890
Backhoe Sub L/F Complete April 17	\$ 14,090
Labor per L/F before 12/7	0.10
Backhoe \$ per L/f before 12/7	\$ 24.36
Labor per L/F April 17	0.42
Backhoe \$ per L/f April 17	\$ 56.36

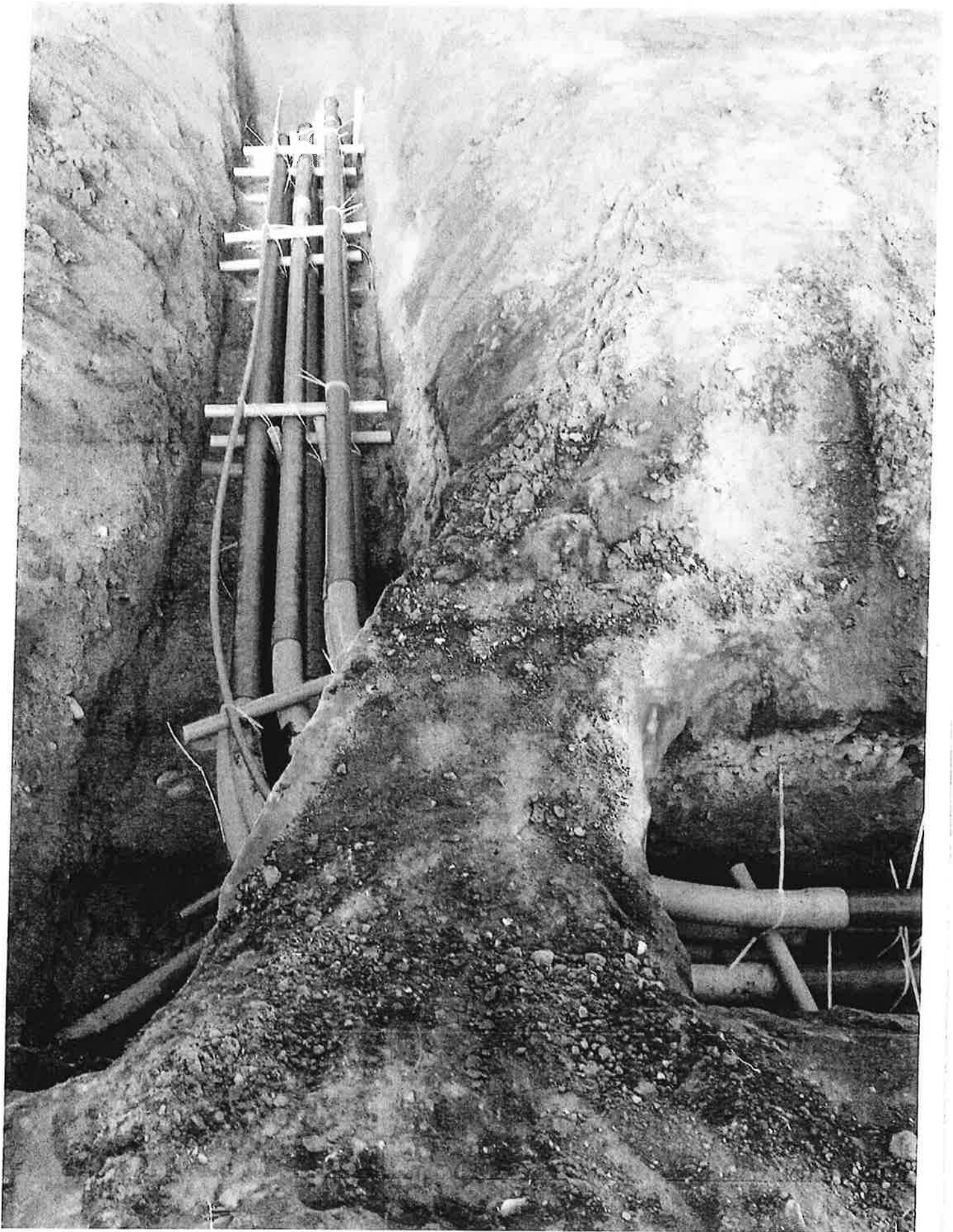
Estimated overrun

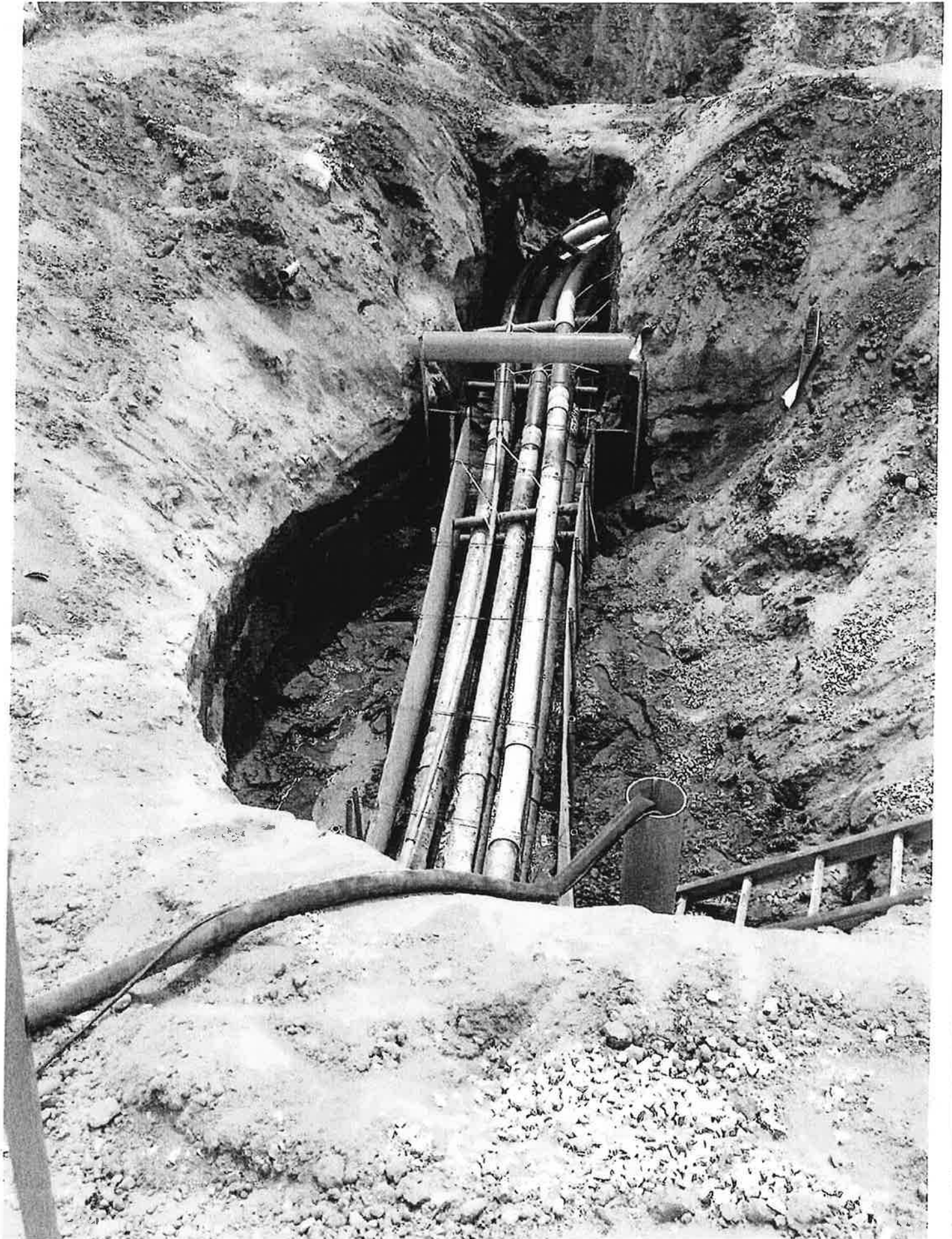
L/F Taft Labor Difference	0.32
L/F Backhoe \$ Difference	\$ 32.00
L/F Completed April 2017	250
Additional Hrs Required	79.44
Labor cost per/hr	\$ 84.42
Cost of Additional Labor Hours	\$ 6,707
Cost of Additional Backhoe	\$ 7,999
Total Additional Cost (approx)	\$ 14,706

Actual cost - per Ron Thompson

Taft Additional Labor Hours	72
R.Reed Backhoe - Extra Days	4









CONSTRUCTION SERVICES AGREEMENT #15-198

This Construction Services Agreement (hereinafter referred to as the "Agreement") is entered into this 2nd day of March, 2016, by and between the Oxnard School District, a California school district organized and existing under the laws of the State of California (hereinafter referred to as the "District") and Swinerton Builders which is a contractor licensed by the State of California, with its principal place of business at 865 S. Figueroa St., Suite 3000, Los Angeles, CA 90017 (hereinafter referred to as "Contractor").

WHEREAS, the District operates Lemonwood K-8 School, located at 2200 Carnegie Court Oxnard, California 93033 (hereinafter referred to as the "School Facility"); and

WHEREAS, the District desires to construct and modernize facilities and improvements (as more fully described below) at those portions of the School Facility identified in the Site Lease, as defined in Section 1G below (the "Site"); and

WHEREAS, the District has determined that it is in its best interests to pursue the improvements to the School Facility through the lease-leaseback method of project delivery pursuant to California Education Code §17406 which permits the governing board of the District, without advertising for bids, to lease to Contractor property owned by the District if the instrument by which property is leased requires the lessee to construct, or provide for the construction, on the leased property, of a facility for the use of the District during the term of the lease, and provides that title to that facility shall vest in the District at the expiration of the lease; and

WHEREAS, the District desires to finance a portion of the improvements utilizing the lease/leaseback methodology; and

WHEREAS, the District has conducted an RFQ process by which it selected Contractor; and

WHEREAS, the District intends to undertake work to improve the School Facility, the scope of which is generally described in **Exhibit A** attached hereto and incorporated by reference herein; and

WHEREAS, in connection with the approval of this Agreement, the District will enter into a site lease with Contractor, under which it will lease to Contractor the Site in order for Contractor to construct the Project as described in the Scope of Work set forth generally in **Exhibit A** (hereinafter referred to as the "Scope of Work"); and

WHEREAS, assuming that the District and Contractor can agree on the terms, including the price, for the additional scope of work, the District and Contractor anticipate that the scope of the Project may be amended to include additional work; and

WHEREAS, Contractor will lease the Site back to the District pursuant to a sublease agreement, under which the District will be required to make payments to Contractor for the use and occupancy of the Site, including the Project (hereinafter the "Financing"); and

WHEREAS, Contractor represents that it is sufficiently experienced in the construction of the type of facility and type of work sought by the District and is willing to perform said work for lease and the Financing to the District, all as more fully set forth herein; and

WHEREAS, at the expiration of the Site Lease, title to the Site and the improvements thereon will vest with the District;

NOW, THEREFORE, in consideration of the covenants hereinafter contained, the District and Contractor agree as follows:

SECTION 1. DEFINITIONS

- A. **Construction.** The term "Construction" as used in this Agreement includes all labor and services necessary for the construction of the Project, and all materials, equipment, tools, supplies and incidentals incorporated or to be incorporated in such construction as fully described in the Scope of Work set forth in **Exhibit A** attached hereto. Unless otherwise expressly stipulated, Contractor shall perform all work and provide and pay for all materials, labor tools and equipment, including, but not limited to, light, water, and power, necessary for the proper execution and completion of the Project shown on the drawings and described in the specifications developed pursuant to this Agreement.
- B. **Construction Documents.** The term "Construction Documents" means the final drawings, profiles, cross sections, design development drawings, construction drawings, and supplemental drawings based on the plans and specifications developed for the Project pursuant to the Scope of Work set forth in **Exhibit A** attached hereto, including any reference specifications or reproductions prepared by the architect hired by the District (the "Architect") and specifications approved by the District, the Division of the State Architect ("DSA"), and the local agencies having jurisdiction or other regulatory agencies whose approval may be required, which show or describe the location, character, dimensions or details for the Project and specifications for construction thereof.
- C. **Contract Documents.** The term "Contract Documents" as used in this Agreement refers to those documents which form the entire agreement by and between the District and Contractor. The Contract Documents consist of this Agreement, including the exhibits and attachments hereto, the Site Lease, including the exhibits and attachments thereto, the Sublease, including the exhibits and attachments thereto, the Project Manual including the General Conditions thereto, as amended,

which is incorporated herein (the "General Conditions"), and the Construction Documents. The term "Contract Documents" shall include all modifications and addenda thereto.

- D. **Guaranteed Maximum Price.** The term "Guaranteed Maximum Price" or "GMP" as used in this Agreement means the Guaranteed Maximum Price established pursuant to Section 5 of this Agreement to be used to calculate the Tenant Improvement Payments and the Sublease Payments to be paid by the District to Contractor pursuant to the Sublease, subject only to any adjustments for Extra Work/Modifications as provided in Section 10 of this Agreement.
- E. **Project.** The term "Project" shall mean the improvements and facilities to be constructed and installed by Contractor at the School Facility which will result in complete and fully operational facilities as more fully set forth on **Exhibit A** attached hereto.
- F. **Project Manual.** The term "Project Manual" shall mean the compilation of the Specification sections including Division 0, Procurement and Contracting Requirements, Division 1 General Requirements, and technical specifications Division 2 through 33 prepared by the Architect and approved by the District, the DSA, or other regulatory agencies which show or describe the location, character, dimensions or details for the Project, which shall be delivered to Contractor upon execution of this Agreement.
- G. **Site.** The term "Site" as used in this Agreement shall mean those certain parcels of real property and improvements thereon (if any) more particularly described in **Exhibit A** to the Site Lease.
- H. **Site Lease.** The term "Site Lease" as used in this Agreement shall mean the certain Site Lease dated of even date herein between the District and Contractor, together with any duly authorized and executed amendment(s) thereto, pursuant to which the District leases the Site to Contractor.
- I. **Specifications.** The term "Specifications" shall mean those numbered specifications set forth in the Project Manual which shall accompany this Agreement and which are incorporated by reference herein. Individual Specifications may be referred to by their specification number as set forth in the Project Manual.
- J. **Subcontractor.** As used in this Agreement, the term "Subcontractor" means any person or entity, including trade contractors, who have a contract with Contractor to perform any of the Construction.
- K. **Sublease.** The term "Sublease" as used in this Agreement shall mean the certain Sublease dated of even date herein between the District and Contractor, together

with any duly authorized and executed amendment(s) thereto, pursuant to which the District subleases the Site from Contractor.

L. **Sublease Payments.** The term "Sublease Payments" as used in this Agreement shall mean the payments made by the District to Contractor pursuant to Section 6 of the Sublease.

M. **Tenant Improvement Payments.** The term "Tenant Improvement Payments" as used in this Agreement shall mean the payments made by the District to Contractor pursuant to Section 6 of the Sublease.

SECTION 2. CONTRACTOR'S DUTIES AND STATUS

Contractor covenants with the District to furnish reasonable skill and judgment in constructing the Project. Contractor agrees to furnish efficient business administration and superintendence and to furnish at all times an adequate supply of professionals, workers, and materials and to perform the work appropriately, expeditiously, economically, and consistent with the Contract Documents.

SECTION 3. ADDITIONAL SERVICES

If the District requests Contractor to perform additional services not described in this Agreement, Contractor shall provide a cost estimate and a written description of the additional work necessary to complete such additional services. The cost for such additional services shall be negotiated and agreed upon in writing in advance of Contractor performing or contracting for such additional services, and such cost shall be used to adjust the GMP established pursuant to Section 5 hereof. In the absence of a written agreement, the District will not compensate Contractor for additional services, will not adjust the GMP for such additional services, and Contractor will not be required to perform them. It is understood and agreed that if Contractor performs any services that it claims are additional services without receiving prior written approval from the District Board of Education, Contractor shall not be paid for such claimed additional services and the GMP will not be adjusted. Nothing in this Agreement shall be construed as limiting the valuation of such additional services and amount that the GMP will be adjusted for such additional services, should a written agreement for such services be executed by the parties. Notwithstanding the foregoing, Contractor shall not be entitled to compensation, nor will the GMP be adjusted, for additional services required as a result of Contractor's acts, errors or omissions.

SECTION 4. OWNERSHIP OF PLANS AND DOCUMENTS

All original field notes, written reports, drawings, specifications, Construction Documents, and other documents, produced or developed for the Project are the property of the District, regardless of whether the Project is constructed, and shall be furnished to the District. Such documents are not to be used by Contractor or by the Subcontractors on other work nor shall

Contractor nor the Subcontractors claim any right to such documents. This shall not deprive Contractor from retaining electronic data or other reproducible copies of the Construction Documents or the right to reuse information contained in them in the normal course of Contractor's professional activities.

SECTION 5. ESTABLISHMENT OF GUARANTEED MAXIMUM PRICE

The "GMP" for the Project shall be Twenty-Nine Million, Five Hundred Seventy-Five Thousand, Eight Hundred Ninety-Seven Dollars and Ninety-One Cents (\$29,575,897.91). The GMP consists of (1) Sublease Tenant Improvement Payments in the amount of Twenty -Five Million, Four Hundred Eight Thousand One Hundred Eight-Eight Dollars (\$25,408,188.91) and, (2) a Contractor Contingency in the amount of Seven Hundred Forty-Seven Thousand, Seven Hundred and Nine Dollars and No Cents (\$747,709.00), and, (3) Sublease Payments in the amount of \$90,000.00 per month not to exceed a total lease value of \$3,420,000.00 pursuant to terms and payment schedule as set forth in the Sublease.

The GMP is based upon the plans and specifications existing at the time this Agreement is entered into between Contractor and the District, and more fully described and referenced in the Scope of Work set forth in **Exhibit A** attached hereto. Contractor shall assume the risk of cost overruns which were not foreseeable at the time this Agreement is entered into and the GMP determined, except for undocumented events of the type set forth in Section 19 hereof, work mandated by an outside agency after issuance of Construction Documents that could not have been reasonably foreseen from review of the Contract Documents, or costs arising from undocumented geotechnical issues. Contractor acknowledges that (i) Contractor has conducted a site inspection and is familiar with the site conditions based on records, studies and visible conditions relating to construction and labor and (ii) Contractor has reviewed the Contract Documents and is familiar with the contents thereof. District directed changes to the scope of the Project not contemplated in the Scope of Work shall be deemed Extra Work/Modifications pursuant to the procedures set forth in Section 10 of this Agreement. The GMP shall include, but not be limited to, increases in labor and materials. The GMP has been used to calculate the Tenant Improvement Payments and the Sublease Payments to be paid by the District to Contractor pursuant to the Sublease. The GMP includes the cost of all labor, materials, equipment, general conditions, overhead, profit and a Contractor Contingency as indicated above.

The Contractor Contingency is for the purpose of covering the cost of very specific issues that may arise during construction and it may be used only upon the written agreement of the Contractor, the architect of record, and the District. The Contractor Contingency is to be used only to pay Contractor for the following enumerated reasons: (1) additional costs resulting from discrepancies in the bid buy-out process; (2) conflicts, discrepancies or errors in the Construction Documents; (3) work required by the Inspector of Record or any governmental agency involved in the permitting or approval/certification process that is not otherwise shown in the Construction Documents; and (4) any other items of cost agreed to in writing by the Contractor and District to be included in the Contractor Contingency. The Contractor

Contingency shall not be used for costs incurred as a result of Contractor's acts, errors or omissions.

Contractor shall be responsible for tracking expenditures of the Contractor Contingency and shall provide periodic written updates to the District as directed. Contractor shall be entitled to retain unused Contractor Contingency up to a maximum of \$150,000; unused Contractor Contingency over \$150,000 and unused Allowances at Project completion shall reduce the GMP and will result in an adjustment of the Tenant Improvement Payments and possibly the Sublease Payments.

The District shall at all times have the right to reduce the scope of the Project. If the District reduces the scope of the Project, the GMP shall be reduced commensurate with the reduced Scope of Work pursuant to the provisions of Section 10, below, and will result in an adjustment of the Tenant Improvement Payments and, if applicable, the Sublease Payments.

SECTION 6. NOTICE TO PROCEED WITH CONSTRUCTION

Upon receipt of an approved GMP, the District shall issue a notice to Contractor to proceed with the Construction of the Project. In the event that a Notice to Proceed with Construction is not issued for the Project, the Site Lease and the Sublease shall terminate upon written notice from the District to Contractor that a Notice of Proceed will not be issued.

SECTION 7. SAVINGS

If Contractor realizes a savings on one aspect of the Project, such savings shall be tracked and Contractor shall provide periodic written updates of such savings. Such savings shall be added to the Contractor Contingency and the use of such savings shall be as set forth in Section 5. However, if such savings are not so utilized, the amount of such savings shall reduce the GMP and will result in an adjustment of the Tenant Improvement Payments and, if applicable, the Sublease Payments.

SECTION 8. SELECTION OF SUBCONTRACTORS

In the interest of minimizing the expenditure of funds for the construction of the Project, Contractor agrees to select Subcontractors who are appropriately licensed by the State of California for each trade component of the Project in a manner that fosters competition. Contractor agrees that it will either solicit bids from potential subcontractors pursuant to the competitive bid procedures set forth in the California Public Contract Code, including specifically Public Contract Code section 20110, et seq., or that it will utilize an informal bidding process established by Contractor which also incorporates competitive bid procedures. Regardless of the method Contractor employs, Contractor will make a good faith effort to contact and utilize DVBE contractors and suppliers in securing bids for performance of the Project in accordance with the procedures set forth in Section 1.77 of the General Conditions. In the event that Contractor chooses to select Subcontractors pursuant to an informal bidding

process, Contractor shall ensure that it receives at least three competitive quotes from potential subcontractors for each trade component of the Project, unless the parties agree otherwise on a trade-by-trade basis. The District reserves the right to oversee the bidding process. Contractor shall inform all bidders that the District will not be a party to any contracts for construction services executed by Contractor and selected bidders. Contractor shall submit a listing of proposed subcontractors to the District for the District's review. In no case will Contractor award any sub-contracts until the District has concurred in the scope and price of the sub-contracted services. In addition, Contractor shall provide the District with full documentation regarding the bids or competitive quotes received by Contractor. In no event shall such documentation be redacted or obliterated. In the event Contractor does not comply with this provision, the District may terminate this Agreement in accordance with the provisions of the General Conditions. Subcontractors awarded contracts by Contractor shall be afforded all the rights and protections of listed subcontractors under the provisions of the Subletting and Subcontracting Fair Practices Act (Public Contract Code Section 4100, et seq.).

SECTION 9. CONSTRUCTION SCOPE OF WORK

- A. Prior to commencing Construction, Contractor shall comply with the initial schedule requirements set forth in the General Conditions.
- B. Contractor shall complete the Construction pursuant to the Construction Documents as amended subject to any additional DSA or other regulatory approvals as may be required, performing all work set forth in the Scope of Work, and shall make reasonable efforts in scheduling to prevent disruption to classes.
- C. Contractor shall be responsible for complying with all applicable building codes, including without limitation mechanical codes, electrical codes, plumbing codes and fire codes, each of the latest edition, required by the regulatory agencies and for arranging and overseeing all necessary inspections and tests including inspections by the DSA or regulatory agencies, permits and occupancy permits, and ensuring compliance with any Federal and State laws, including, but not limited to, safety procedures and requirements, and construction employee training programs which cover among other items, hazardous chemicals and materials.
- D. Contractor shall establish procedures for the protection of all existing structures, equipment, utilities, and other existing improvements, both on-site and off-site. Contractor assumes all risk of loss of vandalism, theft of property or other property damage ("Vandalism") which occurs at a site at which Contractor is undertaking construction of the Project. Contractor assumes all risk of loss which occurs at a site at which Contractor is undertaking construction of the Project from causes due to negligence or misconduct by Contractor, its officers, employees, subcontractors, licensees and invitees. Contractor shall replace District property damaged by such Vandalism or theft or compensate the District for such loss, including payment of out

of pocket expenses such as insurance deductibles the District might incur under such circumstances.

- E. Contractor shall develop a mutually agreed upon program with the District to abate and minimize noise, dust, and disruption to normal activities at the existing facilities at the School Facility, including procedures to control on-site noise, dust, and pollution during construction.
- F. The District shall cause the appropriate professionals to stamp and sign, as required, the original Construction Documents or parts thereof and coordinate the Project's design with all utilities.
- G. Contractor shall, for the benefit of the Subcontractors, attend pre-construction orientation conferences in conjunction with the Architect to set forth the various reporting procedures and site rules prior to the commencement of actual construction. Contractor shall also attend construction and progress meetings with District representatives and other interested parties, as requested by the District, to discuss such matters as procedures, progress problems and scheduling. Contractor shall prepare and promptly distribute official minutes of such meetings to all parties in attendance, including without limitation the District, the Architect and the District Inspector of Record.
- H. Contractor shall incorporate approved changes as they occur, and develop cash flow reports and forecasts for submittal to the District as requested. Contractor shall provide regular monitoring of the approved estimates for Construction costs, showing actual costs for activities in progress, and estimates for uncompleted tasks. Contractor shall maintain cost accounting records on authorized additional services or work performed under unit costs, additional work performed on the basis of actual costs of labor and materials, and for other work requiring accounting records.
- I. Contractor shall record the progress of the Project and shall submit monthly written progress reports to the District and the Architect including information on the entire Project, showing percentages of completion and the number and amounts of proposed Extra Work/Modifications and their effect on the construction costs as of the date of each respective report.
- J. Contractor shall keep a log containing a record of weather, Subcontractors, work on the site, number of workers, work accomplished, problems encountered, and other similar relevant data as the District may require. Contractor shall make the log available to the District, the Architect, and the District's project manager. The District shall be promptly advised on all anticipated delays in the Project.

- K. The District shall bear the cost for the DSA Inspector, soils testing, DSA or other regulatory agency fees, and special testing required in the construction of the Project. If additional review or permits become necessary for reasons not due to Contractor's fault or because of DSA or regulatory agency requirements or regulations implemented after the date the Final GMP is established and not reasonably anticipated at the time the Final GMP is established, Contractor may seek additional compensation for the cost of that review as an additional cost. In the alternative, the District may pay such costs directly.

SECTION 10. EXTRA WORK/MODIFICATIONS

- A. The District may prescribe or approve additional work or a modification of requirements or of methods of performing the Construction which differ from the work or requirements set forth in the Construction Documents ("Extra Work/Modifications"); and for such purposes the District may at any time during the life of this Agreement, by written order, make such changes as it shall find necessary in the design, line, grade, form, location, dimensions, plan, or material of any part of the work or equipment specified in this Agreement or in the Construction Documents, or in the quantity or character of the work or equipment to be furnished. In the event conditions develop which, in the opinion of Contractor, makes strict compliance with the specifications impractical, Contractor shall notify the District of the need for Extra Work/Modifications by placing the matter on the agenda of regularly scheduled construction meetings with the District for discussion as soon as practicable after the need for the Extra Work/Modifications is determined. Additionally, Contractor shall submit to the District for its consideration and approval or disapproval, a written request for Extra Work/Modifications before such work is performed. If the District approves the request in writing, the costs of the Extra Work/Modification shall be added to or deducted from the GMP or the Scope of Work shall be modified to complete the Project within the GMP, as applicable. Any adjustments to the GMP will result in an adjustment of the Tenant Improvement Payments and, if applicable, the Sublease Payments.

Contractor has proposed a GMP that is based on the Construction

Documents. Contractor, prior to proposing the GMP, was retained by the Owner to perform a comprehensive constructability review, value engineering and project cost estimating. In performing the constructability review, while Contractor's review was done in its role as Contractor, and not design professional, if Contractor discovered any errors, omissions, ambiguities, inconsistencies and other construction issues, Contractor brought such matters to the attention of Owner. Contractor recognizes that it shall not be entitled to an addition to the GMP for additional work related to issues of constructability, or for incidental work that could reasonably be inferred from the Construction Documents, or for any errors or omissions it discovered, or should have discovered, that it did not bring to the attention of the Owner.

- B. Extra Work/Modifications include work related to unforeseen underground conditions if, and only if, such conditions are not visible or identified on plans, reports or other documents available to Contractor. Extra Work/Modifications do not include underground conditions that are identified on plans, reports or other documents available to Contractor but are in a location different than is set forth on such plans, reports or other documents available to Contractor. It should be noted, however, that the District has advised and provided Contractor with information regarding the shallow water table and recent projects experience with encountering water when digging. Contractor has included in its calculation of the GMP an amount to mitigate for encountering water when completing the scope of work contemplated herein.
- C. Should Contractor claim that any instruction, request, drawing, specification, action, condition, omission, default or other situation (i) obligates the District to increase the GMP; or (ii) obligates the District to grant an extension of time for the completion of this Agreement; or (iii) constitutes a waiver of any provision in this Agreement, CONTRACTOR SHALL NOTIFY THE DISTRICT, IN WRITING, OF SUCH CLAIM AS SOON AS POSSIBLE, BUT IN NO EVENT WITHIN MORE THAN TEN (10) DAYS FROM THE DATE CONTRACTOR HAS ACTUAL OR CONSTRUCTIVE NOTICE OF THE CLAIM. CONTRACTOR SHALL ALSO PROVIDE THE DISTRICT WITH SUFFICIENT WRITTEN DOCUMENTATION SUPPORTING THE FACTUAL BASIS OF THE CLAIM including items used in valuing said claim. Contractor shall be required to certify under penalty of perjury the validity and accuracy of any claims submitted. Contractor's failure to notify the District within such ten (10) day period shall be deemed a waiver and relinquishment of the claim against the District.
- D. Expenses of reconstruction and/or costs to replace and/or repair damaged materials and supplies, provided that Contractor is not fully compensated for such expenses and/or costs by insurance or otherwise, shall be included in an increase to the GMP if said expenses are the result of the negligent acts or omissions of the District, or its principals, agents, servants, or employees.

SECTION 11. NOT USED

SECTION 12. PERSONNEL ASSIGNMENT

- A. Contractor shall assign Steven Augustine as Project Manager/Superintendent for the Project. So long as Steven Augustine remains in the employ of Contractor, such person shall not be changed or substituted from the Project, or cease to be fully committed to the Project except as provided in this Section. In the event Contractor deems it necessary, Contractor shall replace the manager and/or the superintendent for the Project with a replacement with like qualifications and experience, subject to

the prior written consent of the District, which consent shall not be unreasonably withheld. Any violation of the terms of paragraph A of this Section 12 shall entitle the District to terminate this Agreement for breach, pursuant to the provisions of the General Conditions.

- B. Notwithstanding the foregoing provisions of paragraph A of Section 12, above, if any manager and/or superintendent proves not to be satisfactory to the District, upon written notice from the District to Contractor, such person(s) shall be promptly replaced by a person who is acceptable to the District in accordance with the following procedures: Within five (5) business days after receipt of a notice from the District requesting replacement of any manager and/or superintendent or discovery by Contractor that any manager and/or superintendent is leaving their employ, as the case may be, Contractor shall provide the District with the name of an acceptable replacement/substitution together with such information as the District may reasonably request about such replacement/substitution. The replacement/substitution shall commence work on the Project no later than five (5) business days following the District's approval of such replacement, which approval shall not be unreasonably withheld. If the District and Contractor cannot agree as to the replacement/substitution, the District shall be entitled to terminate this Agreement for breach pursuant to the provisions of the General Conditions.

SECTION 13. BONDING REQUIREMENTS

Contractor shall fully comply with the requirements set forth in Section 6.9 of the General Conditions.

SECTION 14. PAYMENTS TO CONTRACTOR

- A. Contractor shall finance the cost of construction of the Project which costs shall not exceed the GMP, which shall not be adjusted except as otherwise provided in this Agreement. The District shall pay Contractor Tenant Improvement Payments and Sublease Payments pursuant to the terms and conditions of Section 6 of the Sublease. In the event of a dispute between the District and Contractor, the District may withhold from the Tenant Improvement Payments and the Sublease Payments an amount not to exceed one hundred fifty percent (150%) of the disputed amount.
- B. This Agreement is subject to the provisions of California Public Contract Code Sections 7107, 7201 and 20104.50 as they may from time to time be amended.
- C. For purposes of this Agreement, the acceptance by the District means acceptance made only by an action of the governing body of the District in session. Acceptance by Contractor of the final Tenant Improvement Payment or the Sublease Payment, as the case may be, shall constitute a waiver of all claims against the District related to those amounts.

SECTION 15. CONTRACTOR'S CONTINUING RESPONSIBILITY

Neither the final payment nor any provision in the Contract Documents shall relieve Contractor of responsibility for faulty materials or workmanship incorporated in the Project or for any failure to comply with the requirements of the Contract Documents.

SECTION 16. INSURANCE

Contractor shall provide, during the life of this Agreement, the types and amounts of insurance set forth in Article 6 of the General Conditions, which are incorporated by reference herein.

SECTION 17. USE OF PREMISES

Contractor shall confine operations at the Site to areas permitted by law, ordinances, permits and the Construction Documents and shall not unreasonably encumber the Site or existing School Facilities at the Site with any materials or equipment. Contractor shall not load or permit any part of the work to be loaded with a weight so as to endanger the safety of persons or property at the Site.

SECTION 18. SITE REPRESENTATIONS

The District warrants and represents that the District has, and will continue to retain at all times during the course of construction, legal title to the Site and that said land is properly subdivided and zoned so as to permit the construction and use of said Site with respect to the Project. The District further warrants and represents that title to said land is free of any easements, conditions, limitation, special permits, variances, agreements or restrictions which would prevent, limit or otherwise restrict the construction or use of said Site pursuant to this Agreement. Reference is made to the fact that the District has provided information on the Site to Contractor. Such information shall not relieve Contractor of its responsibility; and the interpretation of such data regarding the Site, as disclosed by any borings or other preliminary investigations, is not warranted or guaranteed, either expressly or implicitly, by the District. Contractor shall be responsible for having ascertained pertinent local conditions such as location, accessibility and general character of the Site and for having satisfied itself as to the conditions under which the work is to be performed. No claim for any allowances because of Contractor's error or negligence in acquainting itself with the conditions at the Site will be recognized.

SECTION 19. HAZARDOUS WASTE AND UNKNOWN PHYSICAL CONDITIONS

Contractor shall comply with the District's Hazardous Materials Procedures and Requirements as set forth herein.

- A. If the District has identified the presence of hazardous materials on or in proximity to the Site (the "Pre-existing Hazardous Materials"), Contractor shall review all information provided by the District that characterizes the Pre-existing Hazardous Materials and shall take the actions approved by DTSC and issued by the District necessary to address the Pre-existing Hazardous Materials in the performance of the work. Contractor shall conduct the work based on this information issued at the time contract documents are executed. Contractor shall immediately communicate, in writing, any variances from available information to the District.
- B. The District will retain an additional independent environmental consultant to perform the investigation, inspection, testing, assessment, sampling and analysis necessary to prepare and recommend a remediation plan for the Pre-existing Hazardous Materials for the District's approval (the "Remediation Plan").
- C. The District will retain title to all Pre-existing Hazardous Materials encountered during the work. This does not include hazardous material generated by Contractor, including but not limited to used motor oils, lubricants, cleaners, etc. Contractor shall dispose of such hazardous waste in accordance with the provisions of the Contract Documents, as well as local, State and Federal laws and regulations. The District will be shown as the hazardous waste generator and will sign all hazardous waste shipment manifests for non-Contractor generated hazardous waste. Nothing contained within these Contract Documents shall be construed or interpreted as requiring Contractor to assume the status of owner or generator of hazardous waste substances for non-Contractor generated hazardous wastes.
- D. Except as otherwise provided herein, it is the responsibility of Contractor to obtain governmental approvals relating to Hazardous Materials Management, including Federal and State surface water and groundwater discharge permits and permits for recycling and reuse of hazardous materials for all work noted in the contract documents. Contractor shall be responsible for coordinating compliance with such governmental approvals and applicable governmental rules with the District's hazardous materials consultant, including those governing the preparation of waste profiles, waste manifests, and bills of lading. If Contractor encounters hazardous materials, it shall immediately notify the District in writing. The District, Consultant and Contractor shall jointly establish the plan for disposition and actions to be taken with respect to the hazardous materials, subject to final written approval by the District.
- E. If, during construction, Contractor encounters materials, conditions, waste, contaminated groundwater or substances, not identified in the District's assessment report, that Contractor reasonably suspects are hazardous materials, Contractor shall stop the affected portion of the work, secure the area, promptly notify the District, and take reasonable measures to mitigate the impact of such work stoppage. The District

shall retain the services of an environmental consultant to perform investigation, inspection, testing, assessment, sampling and analysis of the suspect materials, conditions, waste, groundwater or substances.

- (1) Found Not to be Hazardous Materials. If the environmental consultant determines that the materials, conditions, waste, contaminated groundwater or substances do not constitute hazardous materials, Contractor shall recommence the suspended work.
- (2) Found to be Hazardous Materials. If the environmental consultant determines that the materials, conditions, waste, contaminated groundwater or substances constitute hazardous materials and such hazardous materials require remediation and disposal, then the District, Consultant and Contractor shall jointly establish the plan for disposition and actions to be taken with respect to the hazardous materials, subject to final written approval by the District. All such costs shall be the responsibility of the District.

F. Exacerbation of Pre-Existing Hazardous Materials.

If during construction Contractor encounters pre-existing environmental conditions that it knew or should have known involve hazardous materials (the "Point of Discovery") (which encounters may include an unavoidable release or releases of hazardous materials) then Contractor must immediately stop the affected portion of the work. If Contractor fails to immediately stop the affected portion of the work after the Point of Discovery, then Contractor is solely responsible for any resultant Exacerbation Cost. "Exacerbate," in all its forms, means the worsening effects of Contractor's failure to stop the affected portion of work after the Point of Discovery. "Exacerbation Cost" means the differential between (i) the actual increase in the cost of remediation and delays to the Project attributable to pre-existing environmental conditions involving hazardous substances, and (ii) the cost thereof or delays thereto had Contractor immediately stopped the affected portion of the work after the Point of Discovery. The standard of "should have known" applies to Contractor's supervisory personnel, whether or not on the Site. Contractor's supervisory personnel must have had the hazardous material training required by applicable OSHA and CalOSHA rules or regulations.

SECTION 20. INDEPENDENT CONTRACTOR

- A. Contractor is retained as an independent contractor and is not employed by the District. No employee or agent of Contractor shall become, or be considered to be, an employee of the District for any purpose. It is agreed that the District is interested only in the results obtained from service under this Agreement and that Contractor shall perform as an independent contractor with sole control of the manner and

means of performing the services required under this Agreement. Contractor shall complete this Agreement according to its own methods of work which shall be in the exclusive charge and control of Contractor and which shall not be subject to control or supervision by the District except as to results of the work. It is expressly understood and agreed that Contractor and its employees shall in no event be entitled to any benefits to which the District employees are entitled, including, but not limited to, overtime, retirement benefits, insurance, vacation, worker's compensation benefits, sick or injury leave or other benefits.

- B. Contractor shall be responsible for all salaries, payments, and benefits for all of its officers, agents, and employees in performing services pursuant to this Agreement.

SECTION 21. ACCOUNTING RECORDS

Contractor, and all Subcontractors, shall check all materials, equipment and labor entering into the work and shall keep or cause to be kept such full and detailed accounts as may be necessary for proper financial management under this Agreement, including true and complete books, records and accounts of all financial transactions in the course of their activities and operations related to the Project. These documents include sales slips, invoices, payrolls, personnel records, requests for Subcontractor payment, and other data relating to all matters covered by the Contract Documents (the "Data"). The Data shall be maintained for ten (10) years from the latest expiration of the term (as such may be extended) of any of the Contract Documents. Contractor shall use its best efforts to cause its Subcontractors to keep or cause to be kept true and complete books, records and accounts of all financial transactions in the course of its activities and operations related to the Project. Upon completion of the Project, Contractor shall provide the District with one (1) complete copy of the Data.

The District, at its own costs, shall have the right to review and audit, upon reasonable notice, the books and records of Contractor and any Subcontractors concerning any monies associated with the Project.

SECTION 22. PERSONAL LIABILITY

Neither the trustees, officers, employees, or agents of District, the District's representative, or Architect shall be personally responsible for any liability arising under the Contract Documents.

SECTION 23. AGREEMENT MODIFICATIONS

No waiver, alteration or modification of any of the provisions of this Agreement shall be binding upon either the District or Contractor unless the same shall be in writing and signed by both the District and Contractor.

SECTION 24. NOTICES

Any notices or filings required to be given or made under this Agreement shall be served, given or made in writing upon the District or Contractor, as the case may be, by personal delivery or registered mail (with a copy sent via fax or regular mail) to the respective addresses given below or at such other address as such party may provide in accordance with the provisions herein. Any change in the addresses noted herein shall not be binding upon the other party unless preceded by no less than thirty (30) days prior written notice.

If to Contractor:

Swinerton Builders
865 S. Figueroa Street
Suite 3000
Los Angeles, CA 90017

Attn: Bonnie Martin

If to the District:

Oxnard School District
1051 South A Street
Oxnard, California 93030

Attn: Dr. Cesar Morales, Superintendent

With a copy to Nitasha Sawhney,
Garcia, Hernandez, Sawhney & Bermudez LLP
1330 Broadway, Suite 1701
Oakland, CA 94612

And with an additional copy to Yuri Calderon,
Caldwell Flores Winters, Inc.
6425 Christie Ave., Suite 270
Emeryville, CA 94608

Notices under this Agreement shall be deemed to have been given, and shall be effective upon actual receipt by the other parties, or, if mailed, upon the earlier of the fifth (5th) day after mailing or actual receipt by the other party.

SECTION 25. ASSIGNMENT

Neither party to this Agreement shall assign this Agreement or sublet it as a whole without the written consent of the other, nor shall Contractor assign any monies due or to become due to it hereunder without the prior written consent of the District.

SECTION 26. PROVISIONS REQUIRED BY LAW

Each and every provision of law and clause required to be inserted in these Contract Documents shall be deemed to be inserted herein and the Contract Documents shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted or is not inserted correctly, then upon application of either party the Contract Documents shall forthwith be physically amended to make such insertion or correction.

SECTION 27. HEADINGS

The headings in this Agreement are inserted only as a matter of convenience and reference and are not meant to define, limit or describe the scope or intent of the Contract Documents or in any way to affect the terms and provisions set forth herein.

SECTION 28. APPLICABLE LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of California. The parties irrevocably agree that any action, suit or proceeding by or among the District and Contractor shall be brought in whichever of the Superior Courts of the State of California, Ventura County, or the Federal Court for the Central District of California in Los Angeles, California, has subject matter jurisdiction over the dispute and waive any objection that they may now or hereafter have regarding the choice of forum whether on personal jurisdiction, venue, forum non conveniens or on any other ground.

SECTION 29. SUCCESSION OF RIGHTS AND OBLIGATIONS

All rights and obligations under this Agreement shall inure to and be binding upon the successors and assigns of the parties hereto.

SECTION 30. NOTIFICATION OF THIRD PARTY CLAIMS

The District shall provide Contractor with timely notification of the receipt by the District of any third party claim relating to this Agreement, and the District may charge back to Contractor the cost of any such notification.

SECTION 31. SEVERABILITY

If any one or more of the terms, covenants or conditions of this Agreement shall to any extent be declared invalid, unenforceable, void or voidable for any reason whatsoever by a court of competent jurisdiction, the finding or order or decree of which becomes final, none of the remaining terms, provisions, covenants and conditions of the Contract Documents shall be affected thereby, and each provision of the Contract Documents shall be valid and enforceable to the fullest extent permitted by law.

SECTION 32. ENTIRE AGREEMENT

This Construction Services Agreement and the additional Contract Documents as defined in paragraph C of Section 1 herein, including the Site Lease, the Sublease, and the Specifications, drawings, and plans constitute the entire agreement between Contractor and the District. The Contract Documents shall not be amended, altered, changed, modified or terminated without the written consent of both parties hereto, except as otherwise provided in Section 10 hereof.

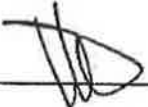
SECTION 33. EXECUTION IN COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument.

IN WITNESS WHEREOF the parties hereto, intending to be legally bound thereby, have executed this Agreement effective as of the date first above written.

CONTRACTOR

Swinerton Builders

By:  LIA TATEVOSIAN

Title: OPERATIONS MGR

Date: 4/6/16

THE DISTRICT

Oxnard School District,
a California school district

By:  Peter O'Malley

Title: District Superintendent

Date: April 26, 2016

EXHIBIT A

Scope of Work

The scope of Work for the Lemonwood Reconstruction Project consists of the construction of a new school, including a Kindergarten, Classroom, Administration and Multipurpose Building, as more specifically described in the DSA Approved plans, specifications and Construction Change Directives ("CCDs"). The following construction documents are referenced herein and incorporated into this contract for all purpose to more fully describe the scope of work contemplated and agreed to by the parties:

1. DSA Approved drawings for DSA Application # 03-116026.
2. DSA Approved Project Manual for DSA Application # 03-116026.
3. Addendum 01 dated 11/16/2015 for DSA Application # 03-116026 as issued to Swinerton Builders on 11/16/2015 by SVA Architects.
4. Addendum 02 dated 11/18/2015 for DSA Application # 03-116026 as issued to Swinerton Builders on 11/18/2015 by SVA Architects.
5. Addendum 03 dated 11/30/2015 for DSA Application # 03-116026 as issued to Swinerton Builders on 11/30/2015 SVA Architects.
6. Project Schedule prepared by Contractor and approved by Owner (Attached hereto).
7. Agreed Upon List of Qualifications (Attached hereto).
8. Pre-bid and Post-Bid Value Management Logs (Attached hereto).
9. Lemonwood GMP Qualification Matrix (Attached hereto).

OSD BOARD AGENDA ITEM

Name of Contributor: **Dr. Jesus Vaca**

Date of Meeting: **August 2, 2017**

- A. Preliminary _____
Study Session _____
Report _____
- B. Hearing: _____
- C. Consent Agenda _____
- D. Action Items _____
- E. Approval of Minutes _____
- F. Board Policies 1st Reading X 2nd Reading _____

APPOINTMENT AND CONDITIONS OF EMPLOYMENT – AR 4112: Revision (Vaca)

DESCRIPTION OF AGENDA ITEM:

The regulation has been updated to reflect new laws, as recommended by the California School Boards Association.

FISCAL IMPACT:

None.

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Human Resources that the Board of Trustees review the attached regulation for first reading and anticipated approval at the August 23, 2017 board meeting.

ADDITIONAL MATERIAL(S):

AR 4112 Appointment and Conditions of Employment (three pages)

APPOINTMENT AND CONDITIONS OF EMPLOYMENT

Upon recommendation from the Superintendent or designee, the *Governing Board of Trustees* shall approve the appointment of all certificated ~~employees~~ *personnel*. *The position and the salary classification shall be reported to the Board at a regular meeting.*

(cf. 4111/4211/4311 - Recruitment and Selection)

(cf. 4121 - Temporary/Substitute ~~Human Resources~~ Personnel)

Individuals appointed to the certificated staff shall:

1. Possess the appropriate certification qualifications and register the certification document in accordance with law and Board policy. ~~Certification includes English Learner Authorization for all classroom teachers.~~ (Education Code 44250-44279, 44330)

(cf. 4112.2 - Certification)

(cf. 4112.21 - Interns)

2. Demonstrate proficiency in basic skills as required by law and Board policy (Education Code 44252.5, 44830)
3. ~~When required by the federal No Child Left Behind Act for teachers of core academic subjects, possess the qualifications of "highly qualified" teachers as defined in law, Board policy and administrative regulations (20 USC 6319)~~

(cf. 4112.24 - Teacher Qualifications Under the No Child Left Behind Act)

(cf. 6171 - Title I Programs)

3. Submit to fingerprinting as required by law (Education Code 44830.1)
4. Not have been convicted of a violent or serious felony as defined in Penal Code 667.5 or 1192.7, unless the individual has received a certificate of rehabilitation and pardon (Education Code 44830.1)

(cf. 4112.5/4212.5/4312.5 - Criminal Record Check)

(cf. 4118 - Dismissal/Suspension/Disciplinary Action)

5. Not have been convicted of any sex offense as defined in Education Code 44010 (Education Code 44836)
6. Not have been required to register as a sex offender pursuant to Penal Code 290 because of a conviction for a crime where the victim was a minor under the age of 16 (Penal Code 290.95)

(cf. 3515.5 - Sex Offender Notification)

7. Not have been determined to be a sexual psychopath pursuant to Welfare and Institutions Code 6300-6332 (Education Code 44837)

APPOINTMENT AND CONDITIONS OF EMPLOYMENT (continued)

8. Not have been convicted of any controlled substance offense as defined in Education Code 44011 (Education Code 44836)

~~9. Fulfill any other requirements as specified by law, collective bargaining agreement, Board policy or administrative regulation~~

~~(cf. 4112.41/4212.41/4312.41 - Employee Drug Testing)~~

~~Individuals appointed to the certificated staff may:~~

9. Submit to a physical examination, tuberculosis testing and/or provide a medical certificate as required by law and Board policy (Education Code 44839, 49406)

~~(cf. 4112.4/4212.4/4312.4 - Health Examinations)~~

10. Furnish a statement of military service and, if any was rendered, a copy of the discharge or release from service or, if no such document is available, other suitable evidence of the termination of service (Education Code 44838)

11. File the oath or affirmation of allegiance required by Government Code 3100-3109

~~(cf. 4112.3/4212.3/4312.3 - Oath or Affirmation)~~

~~(cf. 4112.8/4212.8/4312.8 - Employment of Relatives)~~

12. *Fulfill any other requirements as specified by law, collective bargaining agreement, Board policy or administrative regulation*

~~(cf. 4112.8/4212.8/4312.8 - Employment of Relatives)~~

Legal Reference: (see next page)

APPOINTMENT AND CONDITIONS OF EMPLOYMENT (continued)

Legal Reference:

EDUCATION CODE

35161 Powers and duties

44008 Effect of termination of probation

44009 Conviction of specified crimes; definitions

44010 Sex offense

44011 Controlled substance offense

44066 Limitation on certification requirements

44250-44277 Credential types

44330 Effect of registration of certification document

44830.1 Felons; certificated positions; criminal record summary; fingerprints

44836 Employment of person convicted of sex offenses or controlled substance offenses

44837 Employment of sexual sociopath

44838 Statement of military service

44839 Medical certificate

44839.5 Medical certificate for retirant

49406 Examination for tuberculosis

GOVERNMENT CODE

3100-3109 Oaths or affirmations of allegiance for disaster service workers and public employees

12940-12950 Unlawful employment practices

PENAL CODE

290 Registration of sex offenders

290.95 Disclosure by persons required to register as sex offenders

667.5 Prior prison terms, enhancement of prison terms

1192.7 Plea bargaining limitation

WELFARE AND INSTITUTIONS CODE

6300-6332 Sexual psychopaths

CODE OF REGULATIONS, TITLE 5

6100-6125 Teacher qualifications, No Child Left Behind Act

UNITED STATES CODE, TITLE 20

6319 Highly qualified teachers

7801 Definitions, highly qualified teacher

CODE OF FEDERAL REGULATIONS, TITLE 34

200.55-200.57 Highly qualified teachers

Regulation

approved: November 2, 2011

Revised: August 23, 2017

OXNARD SCHOOL DISTRICT

Oxnard, California

OSD BOARD AGENDA ITEM

Name of Contributor: **Dr. Jesus Vaca**

Date of Meeting: **August 2, 2017**

- A. Preliminary _____
Study Session _____
Report _____
- B. Hearing: _____
- C. Consent Agenda _____
- D. Action Items _____
- E. Approval of Minutes _____
- F. Board Policies 1st Reading X 2nd Reading _____

EMPLOYEE NOTIFICATIONS – E 4112.9, 4212.9, and 4312.9: New (Vaca)

DESCRIPTION OF AGENDA ITEM:

The exhibits have been added, as recommended by the California School Boards Association.

FISCAL IMPACT:

None.

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Human Resources that the Board of Trustees review the attached exhibits for first reading and anticipated approval at the August 23, 2017 board meeting.

ADDITIONAL MATERIAL(S):

E 4112.9, 4212.9, 4312.9 Employee Notifications (eight pages)

All Personnel

E 4112.9(a)
4212.9
4312.9

EMPLOYEE NOTIFICATIONS

Note: The following exhibit lists notices which the law requires be provided to employees. See the referenced Board policy, administrative regulation, or Board bylaw for further information about related program and notice requirements.

When/Whom to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject
I. To All Employees			
<i>At the beginning of school year or upon employment</i>	<i>Education Code 231.5; Government Code 12950; 2 CCR 11024</i>	<i>AR 4119.11 4219.11 4319.11</i>	<i>The district's policy on sexual harassment, legal remedies, complaints</i>
<i>Annually to all employees, and 72 hours before pesticide application</i>	<i>Education Code 17612</i>	<i>AR 3514.2</i>	<i>Use of pesticide product, active ingredients, Internet address to access information</i>
<i>To all employees, prior to implementing year-round schedule</i>	<i>Education Code 37616</i>	<i>BP 6117</i>	<i>Public hearing on year-round program</i>
<i>To all employees, prior to implementing alternative schedule</i>	<i>Education Code 46162</i>	<i>AR 6112</i>	<i>Public hearing on alternative schedule</i>
<i>Annually to all employees procedures,</i>	<i>Education Code 49013; 5 CCR 4622</i>	<i>AR 1312.3 BP 0460 BP 3260</i>	<i>Uniform complaint appeals, civil law remedies, coordinator, complaints about student fees and local control and accountability plan</i>
<i>Annually to all employees</i>	<i>Education Code 49414</i>	<i>AR 5141.21</i>	<i>Request for volunteers to be trained to administer epinephrine auto-injectors</i>
<i>At least once per year</i>	<i>Education Code 49414.3</i>	<i>AR 5141.21</i>	<i>Request for volunteers to be trained to administer opioid antagonist</i>
<i>To all employees</i>	<i>Government Code 1126</i>	<i>BP 4136 4236 4336</i>	<i>Prohibition of activities that are inconsistent, incompatible, in conflict with, or inimical to duties; discipline; appeal</i>

E 4112.9(b)
4212.9
4312.9

EMPLOYEE NOTIFICATIONS (continued)

When/Whom to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject
I. To All Employees (continued)			
Prior to beginning employment	Government Code 3102	AR 4112.3 4212.3 4312.3	Oath or affirmation of allegiance required of disaster service workers
To all employees	Government Code 8355; 41 USC 8102; 34 CFR 84.205, 84.210	BP 4020 BP 4159 4259 4359	District's drug- and alcohol-free workplace; actions to be taken if violated; available employee assistance programs
Upon employment	Government Code 21029	None	Right to purchase PERS service credit for military service performed prior to public employment
Upon placement of automated external defibrillator (AED) in school, and annually thereafter	Health and Safety Code 1797.196	AR 5141	Proper use of AED; location of all AEDs on campus, sudden cardiac arrest, school's emergency response plan
To all employees, if the district receives Tobacco-Use Prevention Education funds	Health and Safety Code 104420	AR 3513.3	District's tobacco-free schools policy and enforcement procedures
Annually to all employees, or more frequently if there is new information	Health and Safety Code 120875, 120880	AR 4119.43 4219.43 4319.43	AIDS and hepatitis B, including methods to prevent exposure
To all employees, with each paycheck	Labor Code 246	AR 4161.1 4361.1 AR 4261.1	Amount of sick leave available
To covered employees and former employees	Labor Code 2800.2	AR 4154 4254 4354	Availability of COBRA/ Cal-COBRA continuation and conversion coverage; statement encouraging careful examination of options before declining coverage
To every new employee, either at the time employee is hired or by end of first pay period	Labor Code 3551	BP 4157.1 4257.1 4357.1	Workers' compensation benefits, how to obtain medical care, role of primary physician, form for reporting personal physician/chiropractor

E 4112.9(c)
4212.9
4312.9

EMPLOYEE NOTIFICATIONS (continued)

When/Whom to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject
I. To All Employees (continued)			
<i>Prior to beginning employment</i>	<i>Penal Code 11165.7, 11166.5</i>	<i>AR 5141.4</i>	<i>Status as a mandated reporter of child abuse, reporting obligations, confidentiality rights, copy of law</i>
<i>Upon employment, and when employee goes on leave for specified reasons</i>	<i>Unemployment Insurance Code 2613</i>	<i>AR 4154 4254 4354</i>	<i>Disability insurance rights and benefits</i>
<i>To all employees and job applicants</i>	<i>2 CCR 11023; 34 CFR 104.8, 106.9</i>	<i>BP 0410 BP 4030</i>	<i>District's policy on nondiscrimination and related complaint procedures</i>
<i>To all employees via employee handbook, or to each new employee</i>	<i>2 CCR 11091, 11095; 29 CFR 825.300</i>	<i>AR 4161.8 4261.8 4361.8</i>	<i>Benefits through Family and Medical Leave Act (FMLA) and California Family Rights Act (CFRA); obligation to provide 30 days' notice of need for leave when possible</i>
<i>Annually to all employees</i>	<i>40 CFR 763.84, 763.93</i>	<i>AR 3514</i>	<i>Availability of asbestos management plan; inspections, response actions, post-response actions planned or in progress</i>
II. To Certificated Employees			
<i>To eligible certificated employees in a timely manner, and to part-time and substitute certificated employees within 30 days of hire</i>	<i>Education Code 22455.5</i>	<i>AR 4121</i>	<i>Criteria for membership in retirement system; right to elect membership at any time</i>
<i>Upon employment of a retired certificated individual</i>	<i>Education Code 22461</i>	<i>AR 4117.14 4317.14</i>	<i>Postretirement earnings limitation or employment restriction; monthly report of compensation</i>
<i>To certificated employees</i>	<i>Education Code 35171</i>	<i>AR 4115 BP 4315</i>	<i>District regulations related to performance evaluations</i>

E 4112.9(d)
4212.9
4312.9

EMPLOYEE NOTIFICATIONS (continued)

When/Whom to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject
II. To Certificated Employees (continued)			
<i>30 days before last day of school year for instructional staff, or by June 30 for noninstructional certificated staff, in any year in which employee is evaluated</i>	<i>Education Code 44663</i>	<i>AR 4115</i>	<i>Copy of employee's evaluation</i>
<i>To a certificated employee with unsatisfactory evaluation, once per year for probationary employee or at least once every other year for permanent employee</i>	<i>Education Code 44664</i>	<i>AR 4115</i>	<i>Notice and description of the unsatisfactory performance</i>
<i>By May 30, if district issues reemployment notices to certificated employees</i>	<i>Education Code 44842</i>	<i>AR 4112.1</i>	<i>Request that the employee notify district of intent to remain in service next year</i>
<i>To certificated employees upon employment, and to nonpermanent employees in July of each school year</i>	<i>Education Code 44916</i>	<i>AR 4112.1 AR 4121</i>	<i>Employment status and salary</i>
<i>To probationary employees in district with ADA of 250 or more by March 15 of employee's second consecutive year of employment</i>	<i>Education Code 44929.21</i>	<i>AR 4117.6</i>	<i>Whether or not employee is reelected for next school year</i>
<i>When certificated employee is subject to disciplinary action for cause, at any time of year or, for charge of unsatisfactory performance, during instructional year</i>	<i>Education Code 44934, 44934.1, 44936</i>	<i>BP 4118 AR 4118</i>	<i>Notice of charges, procedures, and employee rights; intent to dismiss or suspend 30 days after notice</i>
<i>To certificated employee charged with unprofessional conduct, at least 45 days prior to suspension/dismissal notice</i>	<i>Education Code 44938</i>	<i>BP 4118</i>	<i>Notice of deficiency and opportunity to correct</i>
<i>To certificated employee charged with unsatisfactory performance, at least 90 days prior to suspension/dismissal notice or prior to last quarter of school year</i>	<i>Education Code 44938</i>	<i>BP 4118</i>	<i>Notice of deficiency and opportunity to correct</i>

E 4112.9(e)
4212.9
4312.9

EMPLOYEE NOTIFICATIONS (continued)

When/Whom to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject
II. To Certificated Employees (continued)			
<i>To certificated employee charged with mandatory leave of absence offense, within 10 days of entry of judgment in proceedings</i>	<i>Education Code 44940.5</i>	<i>AR 4118</i>	<i>Notice of intent to dismiss 30 days from notice unless employee demands hearing</i>
<i>To probationary employees 30 days prior to dismissal during school year, but not later than March 15 for second-year probationary employees</i>	<i>Education Code 44948.3</i>	<i>AR 4118</i>	<i>Reasons for dismissal and opportunity to appeal</i>
<i>By March 15 when necessary to reduce certificated personnel, with final notice by May 15</i>	<i>Education Code 44949, 44955</i>	<i>BP 4117.3</i>	<i>Reasons for personnel reduction and employees' right to hearing; final notice of Board decision re: termination</i>
<i>On or before June 30, to temporary employee who served 75 percent of school year but will be released</i>	<i>Education Code 44954</i>	<i>BP 4121</i>	<i>District's decision not to reelect employee for following school year</i>
<i>To teacher, when a student engages in or is reasonably suspected of specified acts</i>	<i>Education Code 49079</i>	<i>AR 4158 4258 4358</i>	<i>Student has committed specified act that constitutes ground for suspension or expulsion</i>
<i>To certificated employee upon change in employment status due to alleged misconduct or while allegation is pending</i>	<i>5 CCR 80303</i>	<i>AR 4117.7 4317.7</i>	<i>Contents of state regulation re: report to Commission on Teacher Credentialing</i>
III. To Classified Employees			
<i>To classified employee charged with mandatory leave of absence offense, in merit system district</i>	<i>Education Code 44940.5</i>	<i>AR 4218</i>	<i>Notice of intent to dismiss in 30 days</i>

E 4112.9(f)
4212.9
4312.9

EMPLOYEE NOTIFICATIONS (continued)

When/Whom to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject
III. To Classified Employees (continued)			
To classified employees at least 60 days prior to layoff, or by April 29 for specially funded program that expires at end of school year	Education Code 45117	AR 4217.3	Notice of layoff and reemployment rights
To classified employees upon employment and upon each change in classification	Education Code 45169	AR 4212	Employee's class specification, salary data, assignment or work location, duty hours, prescribed workweek
To classified permanent employee whose leave is exhausted	Education Code 45192, 45195	AR 4261.1 AR 4261.11	Exhaustion of leave, opportunity to request additional leave
To school bus drivers and school activity bus drivers prior to expiration of specified documents	13 CCR 1234	AR 3542	Expiration date of driver's license, driver's certificate and medical certificate; need to renew
To school bus drivers and school activity bus drivers upon employment and at least once per year thereafter	13 CCR 2480	AR 3542	Limitations on vehicle idling; consequences of not complying
To school bus drivers, prior to district drug testing program and thereafter upon employment	49 CFR 382.601	BP 4112.42 4212.42 4312.42	Explanation of federal requirements for drug testing program and district's policy
IV. To Administrative/Supervisory Personnel			
To deputy, associate, or assistant superintendent or senior manager of classified service, at least 45 days before expiration of contract	Education Code 35031	BP 4312.1	Decision not to reelect or reemploy upon expiration of contract or term
Upon request by administrative or supervisory employee transferred to teaching position	Education Code 44896	AR 4313.2	Statement of the reasons for the release or reassignment
By March 15 to employee who may be released/reassigned the following school year	Education Code 44951	AR 4313.2	Notice that employee may be released or reassigned the following school year

E 4112.9(g)
4212.9
4312.9

EMPLOYEE NOTIFICATIONS (continued)

When/Whom to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject
V. To Individual Employees Under Special Circumstances			
<i>In the event of a breach of security of district records, to affected employees</i>	<i>Civil Code 1798.29</i>	<i>BP 3580</i>	<i>Types of records affected, date of breach, description of incident, and, as applicable, contact information for credit reporting agencies</i>
<i>Prior to placing derogatory information in personnel file</i>	<i>Education Code 44031</i>	<i>AR 4112.6 4212.6 4312.6</i>	<i>Notice of derogatory information, opportunity to review and comment</i>
<i>To employees who volunteer to administer epinephrine auto-injector</i>	<i>Education Code 49414</i>	<i>AR 5141.21</i>	<i>Defense and indemnification from civil liability by the district</i>
<i>To employees returning from military leave of absence, within 30 days of return</i>	<i>Government Code 20997</i>	<i>AR 4161.5 4261.5 4361.5</i>	<i>Right to receive PERS service credit for military service; application form</i>
<i>24 hours before Board meets in closed session to hear complaints or charges against employee</i>	<i>Government Code 54957</i>	<i>BB 9321</i>	<i>Employee's right to have complaints/charges heard in open session</i>
<i>When taking disciplinary action against employee for disclosure of confidential information</i>	<i>Government Code 54963</i>	<i>BP 4119.23 4219.23 4319.23</i>	<i>Law prohibiting disclosure of confidential information obtained in closed session</i>
<i>Within one working day of work-related injury or victimization of crime</i>	<i>Labor Code 3553, 5401</i>	<i>BP 4157.1 4257.1 4357.1</i>	<i>Potential eligibility for workers' compensation benefits, claim form</i>
<i>When adverse employment action is based on DOJ criminal history information or subsequent arrest notification</i>	<i>Penal Code 11105, 11105.2</i>	<i>AR 4112.5 4212.5 4312.5</i>	<i>Copy of DOJ notification</i>
<i>To any employee with exposure to blood or other potentially infectious materials, upon initial employment and at least annually thereafter</i>	<i>8 CCR 3204, 5193</i>	<i>AR 4119.42 4219.42 4319.42</i>	<i>The existence, location, and availability of exposure and medical records; person responsible for maintaining and providing access to records; right to access records</i>

E 4112.9(h)
4212.9
4312.9

EMPLOYEE NOTIFICATIONS (continued)

When/Whom to Notify	Education or Other Legal Code	Board Policy/ Administrative Regulation #	Subject
V. To Individual Employees Under Special Circumstances (continued)			
<i>To any employee assigned to a work area where hazardous chemicals are present, upon initial assignment and upon new exposure situation</i>	8 CCR 5191	AR 3514.1	<i>Location and availability of chemical hygiene plan, exposure limits, signs and symptoms of exposure, location of reference material</i>
<i>To any employee who may be exposed to hazardous substances in the work area, upon initial assignment and when new hazard is introduced into work area</i>	8 CCR 5194	AR 3514.1	<i>Any presence of hazardous substances in the work area, location and availability of hazard communication program, new material safety data sheet, employee rights</i>
<i>To employee eligible for military leave</i>	38 USC 4334	AR 4161.5 4261.5 4361.5	<i>Notice of rights, benefits, and obligations under military leave</i>
<i>Within five days of employee's request for FMLA leave, receipt of supporting information, or district's knowledge that the requested leave may qualify as FMLA leave</i>	29 CFR 825.300; 2 CCR 11049, 11091	AR 4161.8 4261.8 4361.8	<i>Designation of leave as FMLA or non-FMLA; if not eligible, reason not eligible; requirement to use paid leave; any requirement for fitness-for-duty certification; any subsequent changes in designation notice</i>
<i>Whenever notice of eligibility for FMLA is provided to employee</i>	29 CFR 825.300	AR 4161.8 4261.8 4361.8	<i>Rights and responsibilities re: use of FMLA; consequences of failure to meet obligations</i>

*Exhibit
approved: August 23, 2017*

OXNARD SCHOOL DISTRICT
Oxnard, California

OSD BOARD AGENDA ITEM

Name of Contributor: **Dr. Jesus Vaca**

Date of Meeting: **August 2, 2017**

- A. Preliminary _____
Study Session _____
Report _____
- B. Hearing: _____
- C. Consent Agenda _____
- D. Action Items _____
- E. Approval of Minutes _____
- F. Board Policies 1st Reading X 2nd Reading _____

INTERNS – BP 4112.21: Revision (Vaca)

DESCRIPTION OF AGENDA ITEM:

The policy has been updated to reflect new laws, as recommended by the California School Boards Association.

FISCAL IMPACT:

None.

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Human Resources that the Board of Trustees review the attached policy for first reading and anticipated approval at the August 23, 2017 board meeting.

ADDITIONAL MATERIAL(S):

BP 4112.21 Interns (three pages)

INTERNS

~~**Cautionary Notice:** As added and amended by SBX3 4 (Ch. 12, Third Extraordinary Session, Statutes of 2009), ABX4 2 (Ch. 2, Fourth Extraordinary Session, Statutes of 2009), and SB 70 (Ch. 7, Statutes of 2011), Education Code 42605 grants districts flexibility in "Tier 3" categorical programs. The Oxnard School District has accepted this flexibility and thus is deemed in compliance with the statutory or regulatory program and funding requirements for these programs for the 2008-09 through 2014-15 fiscal years. As a result, the district may temporarily suspend certain provisions of the following policy or regulation that reflect these requirements. For further information, please contact the Superintendent or designee.~~

The Board of Trustees may employ interns to fulfill the district's need for additional instructional resources and to assist future teachers in meeting state credentialing requirements by linking teaching theory with practice. *staff and to provide future teachers an opportunity to link teaching theory with practice in order to meet state credentialing requirements. In addition, the district may employ teachers who already possess a preliminary or clear credential and are pursuing a credential in a different specialization as interns for positions that require such other credential.*

The Superintendent or designee may enter into an agreement with an accredited college or university to provide supervised teaching experiences within the district as part of a teacher preparation program. He/she shall ensure that the district collaborates with the college or university in the selection, placement, support, and performance assessment of interns.

The Superintendent or designee shall make reasonable efforts to recruit an intern from an approved program within the region whenever a teacher with a preliminary or clear credential is not available for a position requiring certification. (Education Code 44225.7)

(cf. 4111/4211/4311 - Recruitment and Selection)

The Superintendent or designee shall ensure that interns employed by the district possess an appropriate internship credential from the Commission on Teacher Credentialing (CTC) and that their prior experiences and personal qualifications adequately prepare them for the responsibilities of the position.

(cf. 4112.2 - Certification)

(cf. 4112.22 - Staff Teaching Students of Limited English Proficiency)

(cf. 4112.23 - Special Education Staff)

An intern may be assigned to provide the same service as a holder of a *regular multiple subject, single subject, or education specialist* credential in accordance with the authorizations and grade/age level specified on the internship credential. (Education Code 44454, 44325, 44326, 44830.3)

(cf. 4113 - Assignment)

~~To be assigned to teach core academic subjects, as defined in law, an intern must meet the definition of a "highly qualified" teacher adopted by the State Board of Education. (20 USC 6319, 7801; 5 CCR 6100-6112)~~

INTERNS (continued)

~~(cf. 4112.24 – Teacher Qualifications Under the No Child Left Behind Act)~~

Terms of employment for interns shall be consistent with law and the district's collective bargaining agreement, as applicable. Interns shall not displace certificated district employees.

(cf. 4116 - Probationary/Permanent Status)
(cf. 4141/4241 - Collective Bargaining Agreement)

Interns shall receive systematic supervision and guidance by qualified employees in order to enhance their instructional skills and knowledge. The Superintendent or designee shall ensure that district staff serving as supervisors, mentor teachers, or other support providers receive appropriate training to fulfill their responsibilities and maintain frequent communication with the interns they are assigned to assist.

(cf. 4131 - Staff Development)
(cf. 4138 - Mentor Teachers)

Interns shall be provided with ongoing feedback regarding their performance and shall be formally evaluated at least once every year in accordance with Board policy and the district's collective bargaining agreement.

(cf. 4115 - Evaluation/Supervision)

When an intern has successfully completed the program, the Board may recommend to the CTC that the intern be awarded a preliminary or professional clear credential commensurate with his/her qualifications. (Education Code 44328, 44468, 44830.3)

The Board shall regularly evaluate the effectiveness of the program to determine whether changes are needed in the support and/or assignment of interns. The Board's evaluation shall be based on a report by the Superintendent or designee, including, but not limited to, data on student performance in classes taught by interns, feedback from interns and supervisors, and the number of interns who successfully complete the program and obtain teaching or education specialist credentials.

(cf. 0500 - Accountability)

Legal Reference: (see next page)

INTERNS (continued)

Legal Reference:

EDUCATION CODE

300-340 English language education for immigrant children
44253.3-44253.4 Certificate to provide services to limited-English-proficient students
44253.10 Qualifications to provide specially designed academic instruction in English
44259 Minimum requirements for teaching credential
44314 Diversified or liberal arts program
44321 CTC approval of internship programs
44325-44328 District interns
44339-44341 Teacher fitness
44380-44387 Alternative certification program; increased funding for internship programs
44450-44468 Teacher Education Internship Act of 1967 (university interns)
44560-44562 Certificated Staff Mentoring Program
44830.3 Employing district interns
44885.5 District interns classified as probationary employees
52055.605 Identification of high priority schools, High Priority Schools Grant Program

CODE OF REGULATIONS, TITLE 5

6100-6126 No Child Left Behind teacher requirements
13000-13017 New Careers Program
80021.1 Provisional internship permit
80055 Internship credential

UNITED STATES CODE, TITLE 20

~~6319 Highly qualified teachers~~
~~7801 Definitions, highly qualified teacher~~

Management Resources:

COMMISSION ON TEACHER CREDENTIALING CORRESPONDENCE

08-03 Preparation of Intern Credential Holders Prior to Service as Teacher of Record as an Intern, March 3, 2008
03-0028 Changes in District Intern Programs as a Result of Senate Bill 187, December 22, 2003
Implementation of SB 57, Early Completion Internship Option, March 10, 2003

COMMISSION ON TEACHER CREDENTIALING PUBLICATIONS

Administrator's Assignment Manual, 2008
CTC Credential Handbook, revised 1997
California Standards for the Teaching Profession, 1997
Standards of Quality and Effectiveness for Teacher Preparation Programs for Preliminary Multiple and Single Subject Teaching Credentials (including internship programs), rev. April 2008
Standards of Quality and Effectiveness for Education Specialist Credential Programs (Including University Internship Options) and Clinical Rehabilitative Services Credential Programs, December 1996

U.S. DEPARTMENT OF EDUCATION GUIDANCE

Improving Teacher Quality State Grants, rev. January 16, 2004

WEB SITES

CSBA: <http://www.csba.org>
Commission on Teacher Credentialing: <http://www.ctc.ca.gov>

Policy
adopted: November 2, 2011
Revised: August 23, 2017

OXNARD SCHOOL DISTRICT
Oxnard, California

OSD BOARD AGENDA ITEM

Name of Contributor: **Dr. Jesus Vaca**

Date of Meeting: **August 2, 2017**

- A. Preliminary _____
Study Session _____
Report _____
- B. Hearing: _____
- C. Consent Agenda _____
- D. Action Items _____
- E. Approval of Minutes _____
- F. Board Policies 1st Reading X 2nd Reading _____

SPECIAL EDUCATION STAFF – AR 4112.23: Revision (Vaca)

DESCRIPTION OF AGENDA ITEM:

The regulation has been updated to reflect new laws, as recommended by the California School Boards Association.

FISCAL IMPACT:

None.

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Human Resources that the Board of Trustees review the attached regulation for first reading and anticipated approval at the August 23, 2017 board meeting.

ADDITIONAL MATERIAL(S):

AR 4112.23 Special Education Staff (five pages)

SPECIAL EDUCATION STAFF

Qualifications/Assignment of Special Education Teachers

Any teacher assigned to serve students with disabilities shall possess an appropriate credential or other authorization issued by the Commission on Teacher Credentialing (CTC) that specifically authorizes him/her to teach students with ~~that~~ *the* primary disability within the program placement recommended in the students' individualized education program (IEP). (5 CCR ~~80046.5, 80048.7~~ 80046.1-80048.9.4)

(cf. 4112.2 - Certification)

(cf. 4113 - Assignment)

(cf. 6159 - Individualized Education Program)

(cf. 6164.4 - Identification and Evaluation of Individuals for Special Education)

(cf. 6164.6 - Identification and Education Under Section 504)

The district may employ a person with an appropriate district intern credential to provide classroom instruction to students with disabilities, provided he/she has met the subject matter requirement specified in Education Code 44325 and receives guidance, supervision, and professional development through an established district intern program. (Education Code 44325, 44326, 44830.3)

(cf. 4112.21 - Interns)

The Superintendent or designee may request that the CTC issue a special education limited assignment teaching permit ~~to authorize~~ *which authorizes* a qualified special education teacher, with his/her written consent, to serve outside the specialty area of his/her credential. If the teacher has not yet obtained permanent status, the Superintendent or designee shall assign one or more experienced educators in the special education subject area(s) of the permit, who have at least three years of full-time teaching experience in each of the subject area(s) of the permit, to provide guidance and assistance to the permit holder. (5 CCR 80026, 80027.1)

As needed, the district may apply to the CTC for an emergency permit for resource specialist services pursuant to 5 CCR 80023.2 and 80024.3.1.

When requesting either a limited assignment teaching permit or an emergency resource specialist permit, the Superintendent or designee shall submit a Declaration of Need for Fully Qualified Educators that satisfies the requirements of 5 CCR 80026 and has been approved by the Board at a regularly scheduled Board meeting. (5 CCR 80026)

If there is a need to immediately fill a classroom vacancy or a suitable credentialed teacher cannot be found after a diligent search, the Superintendent or designee may, as appropriate, apply to the CTC for a short-term staff permit pursuant to 5 CCR 80021, a provisional internship permit pursuant to 5 CCR 80021.1, or, as a last resort, a credential waiver.

SPECIAL EDUCATION STAFF (continued)

Individuals providing related services to students with disabilities, including developmental, corrective, and other supportive and related services, shall meet the applicable qualifications specified in 5 CCR 3051-3051.24. (5 CCR 3051; 34 CFR 300.34, 300.156)

(cf. 3312 - Contracts)
(cf. 3600 - Consultants)

The Superintendent or designee shall provide ongoing professional development as needed to assist special education staff in updating and improving their knowledge and skills.

(cf. 4131 - Staff Development)
(cf. 4231 - Staff Development)
(cf. 4331 - Staff Development)

Whenever a candidate for a clear education specialist credential is employed by the district, the Superintendent or designee shall, within 60 days of employment, collaborate with the candidate and, as applicable, with the college or university to develop an individualized induction plan including supported induction and job-related course of advanced preparation. (5 CCR 80048.8.1)

(cf. 4131.1 - Teacher Support and Guidance)

~~The district may employ a person with an appropriate district internship credential to provide classroom instruction to students with disabilities, provided he/she has met the subject matter requirement specified in Education Code 44325 and receives guidance, supervision, and professional development through an established district internship program. (Education Code 44325, 44326, 44830.3)~~

~~*(cf. 4112.21 - Interns)*~~

Resource Specialists

~~The district shall employ certificated resource specialists to provide services for students with disabilities which shall include, but not be limited to: (Education Code 56362)~~

~~The duties of resource specialists shall include, but are not limited to: (Education Code 56362; 5 CCR 80070.5)~~

1. Providing instruction and services to students with disabilities whose needs have been identified in an IEP;
2. Conducting educational assessments
3. Providing information and assistance to for students with disabilities and their parents/guardians

SPECIAL EDUCATION STAFF (continued)

4. Providing consultation, resource information, and material regarding students with disabilities to ~~their parents/guardians and regular education staff members~~ *staff members in the regular education program and the students' parents/guardians*
5. Coordinating special education services with the regular school programs for each student with disabilities enrolled in the resource specialist program
6. Monitoring student progress on a regular basis, participating in the review and revision of IEPs as appropriate, and referring students who do not demonstrate ~~sufficient~~ *appropriate* progress to the IEP team

~~Any student who receives resource specialist services shall be assigned to regular classroom teacher(s) for a majority of the school day, unless his/her IEP team approves enrollment in the resource specialist program for a majority of the school day. (Education Code 56362; 5 CCR 80070.5)~~

Resource specialists shall not simultaneously be assigned to serve as resource specialists and to teach regular classes. (Education Code 56362)

The district's resource specialist program shall be under the direction of a resource specialist who possesses the qualifications specified in Education Code 56362.

Caseloads

The Superintendent or designee shall ensure that caseloads for special education teachers are within the maximum caseloads established by law, *the* collective bargaining agreement, and/or the comprehensive plan of the Special Education Local Plan Area (SELPA) in which the district participates.

(cf. 0430 - Comprehensive Local Plan for Special Education)

(cf. 1312.3 - Uniform Complaint Procedures)

(cf. 4141/4241 - Collective Bargaining Agreement)

No resource specialist shall have a caseload which exceeds 28 students. As necessary and with the agreement of the resource specialist, the *Governing* Board may request a waiver from the State Board of Education to increase the caseload to no more than 32 students, provided that an individual resource specialist does not have a caseload exceeding 28 students for more than two school years and has the assistance of an instructional aide at least five hours daily during the period of the waiver. (Education Code 56362, 56362.1; 5 CCR 3100)

(cf. 1431 - Waivers)

The average caseload for language, speech, and hearing specialists shall not exceed 55 cases, unless the SELPA plan specifies a higher average caseload and states the reasons for the

SPECIAL EDUCATION STAFF (continued)

higher average caseload. The maximum caseload for speech and language specialists exclusively serving children with disabilities age 3-5 years shall not exceed 40. (Education Code 56363.3, 56441.7)

*Legal Reference:*EDUCATION CODE

8264.8 Staffing ratios

44250-44279 Credentials, especially:

44256 Credential types, specialist instruction

44258.9 Assignment monitoring

44265-44265.99 Special education credential

44325-44328 District interns

44830.3 District interns, supervision and professional development

56000-56865 Special education, especially:

56195.8 Adoption of policies

56361 Program options

56362-56362.5 Resource specialist program

56363.3 ~~Average caseload limits~~ Maximum caseload; language, speech, and hearing specialists

56440-56441.7 Programs for individuals between the ages of three and five years; caseloads

CODE OF REGULATIONS, TITLE 5~~3051.1 Language, speech and hearing development and remediation; appropriate credential~~

3051.1-3051.24 Staff qualifications to provide related services to students with disabilities

3100 Waivers of maximum caseload for resource specialists

6100-6126 Teacher qualifications, No Child Left Behind Act

80021 Short-term staff permit

80021.1 Provisional internship permit

80023.2 Emergency permits

80025.4 Substitute teaching, special education

80026 Declaration of need for fully qualified educators

80027.1 Special education limited assignment teaching permit

80046.1 Adapted physical education specialist

80046.5 Credential holders authorized to serve students with disabilities

80047-80047.9 Credentials to provide instructional services to students with disabilities

80048-~~80048.7~~ 80048.9.4 Credential requirements and authorizations~~80070.1-80070.8 Resource specialist certificate of competence~~

80070.1-80070.6 Resource specialists

UNITED STATES CODE, TITLE 20

1400-1482 Individuals with Disabilities Education Act, especially:

1401 Definition of highly qualified special education teacher

6319 Highly qualified teachers

7801 Definitions, highly qualified teacher

CODE OF FEDERAL REGULATIONS, TITLE 34

200.55-200.57 Highly qualified teachers

300.8 Definition of autism

300.18 Highly qualified special education teachers

300.34 Related services

300.156 Special education ~~Human Resources~~ personnel requirements

SPECIAL EDUCATION STAFF (continued)

Management Resources:

COMMISSION ON TEACHER CREDENTIALING PUBLICATIONS

Special Education Teaching and Services Credentials, Added Authorizations in Special Education, and Limited Assignment Permits for California Prepared Teachers: Frequently Asked Questions, May 26, 2014

Education Specialist Teaching and Other Related Services Credential Program Standards, 2012

WEB SITES

California Association of Resource Specialists and Special Education Teachers:

<http://www.carsplus.org>

California Department of Education, Special Education: <http://www.cde.ca.gov/sp/se>

California Speech-Language-Hearing Association: <http://www.csha.org>

Commission on Teacher Credentialing: <http://www.ctc.ca.gov>

National Association of Special Education Teachers: <http://www.naset.org>

Regulation

approved: November 2, 2011

Revised: August 24, 2016, August 23, 2017

OXNARD SCHOOL DISTRICT

Oxnard, California

OSD BOARD AGENDA ITEM

Name of Contributor: **Dr. Jesus Vaca**

Date of Meeting: **August 2, 2017**

- A. Preliminary _____
Study Session _____
Report _____
- B. Hearing: _____
- C. Consent Agenda _____
- D. Action Items _____
- E. Approval of Minutes _____
- F. Board Policies 1st Reading X 2nd Reading _____

PRERETIREMENT PART-TIME EMPLOYMENT– AR 4217.11: New (Vaca)

DESCRIPTION OF AGENDA ITEM:

The regulation has been added, as recommended by the California School Boards Association.

FISCAL IMPACT:

None.

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Human Resources that the Board of Trustees review the attached regulation for first reading and anticipated approval at the August 23, 2017 board meeting.

ADDITIONAL MATERIAL(S):

AR 4217.11 Preretirement Part-Time Employment (2 pages)

PRERETIREMENT PART-TIME EMPLOYMENT

When the Governing Board has adopted the reduced workload program, any classified employee may reduce his/her workload from full time to part time in accordance with applicable law, district regulations, and collective bargaining agreement.

When so authorized, any classified employee who is a member of the Public Employees' Retirement System may reduce his/her workload from full time to part time without losing retirement benefits, if all of the following conditions are met: (Education Code 45139)

- 1. The employee shall have reached the age of 55 prior to the workload reduction.*
- 2. The employee shall have been employed full time in a classified position for at least 10 years, of which the immediately preceding five years were full-time employment.*
- 3. During the period immediately preceding a request for reduction in workload, the employee shall have been employed full time in a classified position for a total of at least five years without a break in service.*
- 4. The option of part-time employment shall be exercised at the request of the employee and can be revoked only with the mutual consent of the employee and the district.*
- 5. The employee shall be paid a salary that is the pro rata share of the salary he/she would be earning had the employee not elected to exercise the option of part-time employment.*
- 6. The employee shall retain all other rights and benefits for which he/she makes the payments that would be required if he/she remained in full-time employment. The employee shall receive health benefits in the same manner as a full-time classified employee.*

(cf. 4154/4254/4354 - Health and Welfare Benefits)

- 7. The minimum part-time employment shall be the equivalent of one-half of the number of hours of service required by the employee's contract during his/her final year of service in a full-time classified position.*
- 8. The period of the part-time employment shall not exceed five years.*
- 9. The period of part-time employment shall not extend beyond the end of the school year during which the employee reaches his/her 70th birthday.*

Prior to the reduction of an employee's workload, the Superintendent or designee shall verify the employee's eligibility for the reduced workload program. (Government Code 20905)

PRERETIREMENT PART-TIME EMPLOYMENT (continued)

The Superintendent or designee shall maintain the necessary records to separately identify each employee who participates in the reduced workload program. (Government Code 20905)

(cf. 3580 - District Records)

The district may allow any classified employee who is not eligible for the reduction of workload pursuant to Education Code 45139 to reduce his/her workload from full time to part time after determining that it is in the best interest of the district. In any such case, the Board shall specify the terms and conditions under which the reduction in workload shall take place.

Legal Reference:

EDUCATION CODE

45139 Reduced workload for classified employees

GOVERNMENT CODE

20000-21703 Public Employees' Retirement System, especially:

20905 Reduced workload program, classified employees

53201 Health and welfare benefits

COURT DECISIONS

Praiser v. Biggs Unified School District (2001) 87 Cal.App.4th 398

Management Resources:

WEB SITES

California Public Employees' Retirement System: <http://www.calpers.ca.gov>

BOARD AGENDA ITEM

Name of Contributor: Robin I. Freeman

Date of Meeting: 8/2/17

STUDY SESSION _____
CLOSED SESSION _____
SECTION A-1: PRELIMINARY _____
SECTION A-II: REPORTS _____
SECTION B: HEARINGS _____
SECTION C: CONSENT AGENDA _____ Agreement Category:
_____ Academic
_____ Enrichment
_____ Special Education
_____ Support Services
_____ Personnel
_____ Legal
_____ Facilities

SECTION D: ACTION _____
SECTION E: APPROVAL OF MINUTES _____
SECTION F: BOARD POLICIES 1ST Reading 2nd Reading _____

BP 5111- Admission (Freeman/Ridge)

Revisions include:

- District obligation to inform families about admission requirements
- District obligation to enroll home, foster and military families without delay
- District obligation to enroll students involved in juvenile court or on probation
- District obligation to inform families of health care options
- District obligation to enroll students regardless of citizenship or immigration status

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 Director, Pupil Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees adopt the revised BP 5111 as outlined above.

ADDITIONAL MATERIAL(S):

Attached: BP 5111 (3 pages)

ADMISSION

~~The Board of Trustees believes that all children should have the opportunity to receive educational services. Staff shall encourage parents/guardians to enroll all school aged children in school.~~

~~The Superintendent or designee shall maintain procedures which provide for the verification of all entrance requirements specified in law and in Board policies and regulations.~~

The Governing Board encourages the enrollment and appropriate placement of all school-aged children in school. The Superintendent or designee shall inform parents/guardians of children entering a district school at any grade level about admission requirements and shall assist them with enrollment procedures.

Before enrolling any child in a district school, the Superintendent or designee shall verify the child's age, residency, immunization, and other applicable eligibility criteria specified in law, the accompanying administrative regulation, or other applicable Board policy or administrative regulation.

*(cf. 5111.1 - District Residency)
(cf. 5125 - Student Records)
(cf. 5141.3 - Health Examinations)
(cf. 5141.31 - Immunizations)
(cf. 5141.32 - Health Screening for School Entry)*

The Superintendent or designee shall ensure that the enrollment of a homeless or foster child or a child of a military family is not delayed because of outstanding fees or fines owed to the child's last school or for his/her inability to produce previous academic, medical, or other records normally required for enrollment.

*(cf. 6173 - Education for Homeless Children)
(cf. 6173.1 - Education for Foster Youth)
(cf. 6173.2 - Education of Children of Military Families)*

In addition, no child shall be denied enrollment in a district school solely on the basis of his/her arrest, adjudication by a juvenile court, formal or informal supervision by a probation officer, detention in a juvenile facility, enrollment in a juvenile court school, or other contact with the juvenile justice system. (Education Code 48645.5)

*(cf. 5119 - Students Expelled from Other Districts)
(cf. 6173.3 - Education for Juvenile Court School Students)*

The Superintendent or designee shall not inquire into or request documentation of a student's citizenship or immigration status, and shall not deny a student enrollment in a district school on the basis of the citizenship or immigration status of the student or his/her parents/guardians. Any information obtained about a student's or parent/guardian's citizenship or immigration

status shall not be shared without parent/guardian consent or a lawful judicial order, in accordance with laws pertaining to the confidentiality of student records.

*(cf. 0410 - Nondiscrimination in District Programs and Activities)
(cf. 5145.3 - Nondiscrimination/Harassment)*

A student shall not be denied enrollment based on the parent/guardian's refusal to provide the student's or parent/guardian's social security number. During the enrollment process, students and parents/guardians shall be informed that disclosure of their social security number is voluntary. (5 USC 552a Note)

When enrolling in any district school, including a school in their attendance area, children whose parents/guardians reside within district boundaries shall be subject to the timelines established by the Board for open enrollment. Children whose parents/guardians do not reside within the district or who are not otherwise eligible for enrollment in the district may apply for interdistrict attendance in accordance with the timelines specified in applicable Board policies and administrative regulations.

*(cf. 5116.1 - Intradistrict Open Enrollment)
(cf. 5117 - Interdistrict Attendance)
(cf. 5118 - Open Enrollment Act Transfers)*

The district's enrollment application shall include information about the health care options and enrollment assistance available to families within the district. The district shall not discriminate against any child for not having health care coverage and shall not use any information relating to a child's health care coverage or his/her interest in learning about health care coverage in any manner that would harm the child or his/her family. (Education Code 49452.9)

Legal Reference:

EDUCATION CODE

46300 Computation of average daily attendance, inclusion of kindergarten and transitional kindergarten

46600 Agreements for admission of students desiring interdistrict attendance

48000 Minimum age of admission (kindergarten)

48002 Evidence of minimum age required to enter kindergarten or first grade

48010 Minimum age of admission (first grade)

48011 Admission from kindergarten or other school; minimum age

48050-48053 Nonresidents

48200 Children between ages of 6 and 18 years (compulsory full-time education)

48350-48361 Open Enrollment Act

48850-48859 Educational placement of homeless and foster youth

48645.5 Enrollment of former juvenile court school students

49076 Access to records by persons without written consent or under judicial order

49408 Information of use in emergencies

49452.9 Health care coverage options and enrollment assistance

49700-49704 Education of children of military families

HEALTH AND SAFETY CODE

120325-120380 Education and child care facility immunization requirements

121475-121520 Tuberculosis tests for students

CODE OF REGULATIONS, TITLE 5

200 Promotion from kindergarten to first grade

201 Admission to high school

CODE OF REGULATIONS, TITLE 17

600-6075 *School attendance immunization requirements*
UNITED STATES CODE, TITLE 5
552a Note *Refusal to disclose social security number*
UNITED STATES CODE, TITLE 42
11431-11435 *McKinney-Vento Homeless Assistance Act*
COURT DECISIONS
Plyler v. Doe, 457 U.S. 202 (1982)

Management Resources:

CSBA PUBLICATIONS

Legal Guidance on Providing All Children Equal Access to Education, Regardless of Immigration Status, February 2017

U.S. DEPARTMENT OF JUSTICE CIVIL RIGHTS DIVISION AND U.S. DEPARTMENT OF EDUCATION OFFICE FOR CIVIL RIGHTS JOINT PUBLICATIONS

Fact Sheet: Information on the Rights of All Children to Enroll in School

Dear Colleague Letter: School Enrollment Procedures, May 8, 2014

WEB SITES

CSBA: <http://www.csba.org>

California Department of Education: <http://www.cde.ca.gov>

U.S. Department of Education, Office for Civil Rights: <http://www2.ed.gov/about/offices/list/ocr>

U.S. Department of Justice: <http://www.justice.gov>

Policy adopted: August 23, 2017 ~~CSBA MANUAL MAINTENANCE SERVICE~~ *Oxnard School District*
~~March 2017~~ *Oxnard, CA*

BOARD AGENDA ITEM

Name of Contributor: Robin I. Freeman

Date of Meeting: 8/2/17

STUDY SESSION _____
CLOSED SESSION _____
SECTION A-1: PRELIMINARY _____
SECTION A-II: REPORTS _____
SECTION B: HEARINGS _____
SECTION C: CONSENT AGENDA _____ Agreement Category:
_____ Academic
_____ Enrichment
_____ Special Education
_____ X Support Services
_____ Personnel
_____ Legal
_____ Facilities

SECTION D: ACTION _____
SECTION E: APPROVAL OF MINUTES _____
SECTION F: BOARD POLICIES 1ST Reading _____ X 2nd Reading _____

BP/AR 5111.1 – District Residency (Freeman/Ridge)

Revisions include:

- District policy related to investigation of residency
- District obligation to enroll students regardless of citizenship or immigration status
- Employment within the District to meet residency requirements (Allen Bill Transfers)
- Changes in required documentation to establish proof of residency

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 Director, Pupil Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees adopt the revised BP 5111.1 and AR 5111.1 as outlined above.

ADDITIONAL MATERIAL(S):

BP 5111.1 (4 pages)

AR 5111.1 (4 pages)

DISTRICT RESIDENCY

The Governing Board desires to admit all students who reside within district boundaries or who fulfill the district residency requirements through other means as allowed by law. The Superintendent or designee shall develop procedures to facilitate the receipt and verification of students' proof of residency.

(cf. 5116 - School Attendance Boundaries)

The Superintendent or designee shall annually notify parents/guardians of all existing attendance options available in the district, including, but not limited to, all options for meeting residency requirements for school attendance. (Education Code 48980)

(cf. 5116.1 - Intradistrict Open Enrollment)

(cf. 5117 - Interdistrict Attendance)

(cf. 5145.6 - Parental Notifications)

The Superintendent or designee shall require parents/guardians to provide documentation of the student's residency upon admission to a district school. A copy of the document or written statement offered as verification of residency shall be maintained in the student's mandatory permanent record. (5 CCR 432)

(cf. 5111 - Admission)

(cf. 5125 - Student Records)

When establishing a student's residency for enrollment purposes, the Superintendent or designee shall not inquire into a student's citizenship or immigration status.

A student's enrollment may be denied when the submitted documentation is insufficient to establish district residency. In any such case, the Superintendent or designee shall notify the parent/guardian in writing, including specific reasons for the denial.

Investigation of Residency

When the Superintendent or designee reasonably believes that a student's parent/guardian has provided false or unreliable evidence of residency, he/she may make reasonable efforts to determine that the student meets district residency requirements. An investigation may be initiated when the Superintendent or designee is able to identify specific, articulable facts supporting the belief that the parent/guardian has provided false or unreliable evidence of residency. (Education Code 48204.1, 48204.2)

The Superintendent or designee may assign a trained district employee to conduct the investigation. The investigation may include the examination of records, including public records, and/or interviews of persons who may have knowledge of the student's residency.

If necessary, the Superintendent or designee may employ the services of a private investigator to conduct the investigation. Before hiring a private investigator, the Superintendent or designee shall make other reasonable efforts to determine whether the student resides in the district. (Education Code 48204.2)

The investigation shall not include the surreptitious collection of photographic or videographic images of persons or places subject to the investigation. However, the use of technology is not prohibited if done in open and public view. (Education Code 48204.2)

Any employee or contractor engaged in the investigation shall truthfully identify himself/herself as an investigator to individuals contacted or interviewed during the course of the investigation. (Education Code 48204.2)

Appeal of Enrollment Denial

If the Superintendent or designee, upon investigation, determines that a student does not meet district residency requirements and denies the student's enrollment in the district, he/she shall provide the student's parent/guardian an opportunity to appeal that determination. (Education Code 48204.2)

The Superintendent or designee shall send the student's parent/guardian written notice specifying the basis for the district's determination. This notice shall also inform the parent/guardian that he/she may, within 10 school days, appeal the decision and provide new evidence of residency.

The burden shall be on the parent/guardian to show why the district's determination to deny enrollment should be overruled. (Education Code 48204.2)

A student who is currently enrolled in the district shall be allowed to remain in attendance at his/her school pending the results of the appeal. A student who is not currently enrolled in the district shall not be permitted to attend any district school unless his/her appeal is successful.

In an appeal to the Superintendent of a determination that district residency requirements were not met, the Superintendent shall review any evidence provided by the parent/guardian or obtained during the district's investigation and shall make a decision within 10 school days of receipt of the parent/guardian's request for the appeal. The Superintendent's decision shall be final.

Legal Reference: (see next page)

Legal Reference:

EDUCATION CODE

220 *Prohibition of discrimination*

35160.5 *Intradistrict open enrollment*

35351 *Assignment of students to particular schools*

46600-46611 *Interdistrict attendance permits*

48050-48054 *Nonresidents*

48200-48208 *Compulsory education law, especially:*

48204 *Residency requirements*

48204.1-48204.2 *Evidence of residency*

48300-48316 *Student attendance alternatives, school district of choice program*

48350-48361 *Open Enrollment Act transfers*

48852.7 *Education of homeless students; immediate enrollment*

48853.5 *Education of foster youth; immediate enrollment*

48980 *Notifications at beginning of term*

52317 *Regional occupational program, admission of persons including nonresidents*

FAMILY CODE

6550-6552 *Caregivers*

GOVERNMENT CODE

6205-6210 *Confidentiality of residence for victims of domestic violence*

CODE OF REGULATIONS, TITLE 5

432 *Retention of student records*

UNITED STATES CODE, TITLE 42

11431-11435 *McKinney-Vento Homeless Assistance Act*

COURT DECISIONS

Katz v. Los Gatos-Saratoga Joint Union High School District, (2004) 117

Cal.App.4th 47

Management Resources:

CSBA PUBLICATIONS

Legal Guidance on Providing All Children Equal Access to Education, Regardless of Immigration Status, February 2017

Legal Guidance Regarding International Student Exchange Placement Organizations, April 2014

U.S. DEPARTMENT OF JUSTICE CIVIL RIGHTS DIVISION AND U.S. DEPARTMENT OF EDUCATION OFFICE FOR CIVIL RIGHTS JOINT PUBLICATIONS

Fact Sheet: Information on the Rights of All Children to Enroll in School

Dear Colleague Letter: School Enrollment Procedures, May 8, 2014

WEB SITES

CSBA: <http://www.csba.org>

California Department of Education: <http://www.cde.ca.gov>

California Secretary of State, Safe at Home Program:

<http://www.sos.ca.gov/safeathome>

U.S. Department of Education, Office for Civil Rights: <http://www2.ed.gov/ocr>

U.S. Department of Justice: <http://www.justice.gov>

Policy

~~CSBA MANUAL MAINTENACE SERVICE~~ OXNARD SCHOOL DISTRICT

OXNARD, CA.

adopted: *August 23, 2017*

~~March 2017~~

DISTRICT RESIDENCY

Criteria for Residency

A student shall be deemed to have complied with district residency requirements *for enrollment in a district school* if he/she meets any of the following criteria:

1. The student's parent/guardian resides within district boundaries. (Education Code 48200)
2. The student is placed within district boundaries in a regularly established licensed children's institution, a licensed foster home, or a family home pursuant to a court-ordered commitment or placement. (Education Code 48204)
3. The student is admitted through an interdistrict attendance ~~program~~ *option*, such as an interdistrict attendance agreement or Open Enrollment Act transfer. (Education Code 46600, 48204, 48301, 48356)

(cf. 5117 - Interdistrict Attendance)

(cf. 5118 - Open Enrollment Act Transfers)

4. The student is an emancipated minor residing within district boundaries. (Education Code 48204)
5. The student lives with a caregiving adult within district boundaries and the caregiving adult submits an affidavit to that effect. (Education Code 48204)
6. The student resides in a state hospital located within district boundaries. (Education Code 48204)
7. The student is confined to a hospital or other residential health facility within district boundaries for treatment of a temporary disability. (Education Code 48204, 48207)

(cf. 6183 - Home and Hospital Instruction)

8. *The student's parent/guardian resides outside district boundaries but is employed within district boundaries and lives with the student at the place of employment for a minimum of three days during the school week. (Education Code 48204)*
9. *The student's parent/guardian, while on active military duty pursuant to an official military order, is transferred or is pending transfer to a military installation within district boundaries. (Education Code 48204.3)*

(cf. 6173.2 - Education of Children of Military Families)

Residency Based on Parent/Guardian Employment (Allen Bill Transfers)

District residency status may be granted to a student if at least one of his/her parents/guardians is physically employed within district boundaries for a minimum of 10 hours during the school week. No student seeking residency on this basis shall be denied enrollment based on race, ethnicity, sex, parental income, scholastic achievement, or any of the individual characteristics set forth in Education Code 220. However, the Superintendent or designee may deny enrollment into the district if any of the following circumstances is present: (Education Code 48204)

- 1. The additional cost of educating the student would exceed the amount of additional state aid received as a result of the transfer.*
- 2. Enrollment of the student would adversely affect the district's court-ordered or voluntary desegregation plan as determined by the Governing Board.*
- 3. Other circumstances exist that are not arbitrary.*

Such circumstances may include, but are not limited to, overcrowding of school facilities at the relevant grade level.

Once a student establishes residency on this basis, he/she shall not be required to reapply for enrollment in subsequent years. The student may continue to attend school in the district through the highest grade level offered by the district if the parent/guardian so chooses and if at least one parent/guardian of the student continues to be physically employed by an employer situated within district boundaries, subject to the exceptions in items #1-3 above. (Education Code 48204)

The Superintendent or designee may deny a transfer out of the district by a student whose parent/guardian is employed within the boundaries of another district if the difference between the number of students entering and exiting the district on the basis of parent/guardian employment exceeds the limits prescribed in Education Code 48204. (Education Code 48204)

Proof of Residency

~~Prior to admission in district schools, students shall provide proof of residency.~~

~~(cf. [5111](#) Admission)~~

~~The Superintendent or designee shall annually verify the student's residency and retain a copy of the document or written statement offered as verification in the student's mandatory permanent record. (5 CCR [432](#))~~

~~Upon enrollment of a student residing in the home of a caregiving adult within district boundaries, the caregiving adult shall execute, under penalty of perjury, the affidavit specified in Family Code [6552](#).~~

~~(cf. [5141](#) Health Care and Emergencies)~~

~~Reasonable evidence of residency may be established by documentation including, but not limited to, any of the following:~~

Evidence of residency may be established by documentation showing the name and address of the parent/guardian within the district, including, but not limited to, any of the following: (Education Code 48204.1)

1. Property tax payment receipt
2. Rental *property contract, lease, or* payment receipt
3. Utility *service contract, statement, or* payment receipt
4. Pay stub
5. Voter registration
6. Correspondence from a government agency
7. Declaration of residency executed by the student's parent/guardian
8. If the student is an unaccompanied youth as defined in 42 USC 11434a, a declaration of residency executed by the student
9. If the student is residing in the home of a caregiving adult within district boundaries, an affidavit executed by the caregiving adult in accordance with Family Code 6552

(cf. 5141 - Health Care and Emergencies)

~~If any district employee reasonably believes that the parent/guardian of a student has provided false or unreliable evidence of residency, the Superintendent or designee shall make reasonable efforts to determine that the student meets residency requirements.~~

The Superintendent or designee shall annually notify parents/guardians of all existing attendance options available in the district, including, but not limited to, all options for meeting residency requirements for school attendance. (Education Code 48980)

Any homeless or foster youth or student who has had contact with the juvenile justice system shall be immediately enrolled in school even if he/she is unable to provide proof of residency. (Education Code 48645.5, 48852.7, 48853.5; 42 USC 11432)

(cf. 6173 - Education for Homeless Children)

(cf. 6173.1 - Education for Foster Youth)

(cf. 6173.3 - Education for Juvenile Court School Students)

Safe at Home/Confidential Address Program

When a student or parent/guardian participating in the Safe at Home program requests that the district use the substitute address designated by the Secretary of State, the Superintendent or designee may request the actual residence address for the purpose of establishing residency within district boundaries but shall use the substitute address for all future communications and correspondence and shall not include the actual address in the student's file or any other public record. (Government Code 6206, 6207)

Denial or Revocation of Enrollment

~~If the Superintendent or designee, upon investigation, determines that a student's enrollment or attempted enrollment is based on false evidence of residency, he/she shall revoke the student's enrollment. Before any such revocation, the parent/guardian shall be sent written notice of the facts leading to the decision. This notice shall state the parent/guardian's right, within 10 school days, to schedule a meeting with a hearing officer to inspect supporting documents, rebut district evidence, question any district witnesses, and present oral and/or documentary evidence, including witnesses, on the student's behalf. For good cause, the hearing officer may extend the meeting date for an additional 10 days to permit the parent/guardian to obtain required documentation.~~

~~If the parent/guardian fails to schedule the above meeting, the student's enrollment shall be revoked 11 school days after the date of the notice.~~

~~If the above meeting is held, the hearing officer shall prepare a written decision describing his/her findings. If the hearing officer's decision is upheld, the parent/guardian shall be informed of his/her right to appeal to the Board of Trustees within 10 days.~~

~~A parent/guardian who appeals to the Board shall have the right to have a representative present and to rebut district evidence, question any district witnesses, and present oral and/or documentary evidence, including witnesses, on the student's behalf. Except in cases where good cause is shown, the Board shall not reopen the record to consider evidence or argument which was not presented to the hearing officer. The student may continue to attend school during the period of the appeal.~~

~~The Board's decision shall be final.~~

(cf. 3580 - District Records)

BOARD AGENDA ITEM

Name of Contributor: Robin I. Freeman

Date of Meeting: 8/2/17

STUDY SESSION _____
CLOSED SESSION _____
SECTION A-1: PRELIMINARY _____
SECTION A-II: REPORTS _____
SECTION B: HEARINGS _____
SECTION C: CONSENT AGENDA _____

Agreement Category:

- _____ Academic
- _____ Enrichment
- _____ Special Education
- Support Services
- _____ Personnel
- _____ Legal
- _____ Facilities

SECTION D: ACTION _____
SECTION E: APPROVAL OF MINUTES _____
SECTION F: BOARD POLICIES 1ST Reading _____

2nd Reading _____

BP/AR 5141.21 – Administering Medication and Monitoring Health Conditions (Freeman)

Revisions include:

- Policy and regulation updated to delete requirements related to the administration of medication in cases of epileptic seizures, as Education Code 49414.7 repeals by its own terms on January 1, 2017, and to clarify that districts may continue to administer such medication under the general authority in state law.
- Policy and regulation also reflect **NEW LAW** (AB 1748, 2016) which authorizes districts to stock and administer medication in cases of opioid overdose.
- Regulation also revises definition of epinephrine auto-injector pursuant to **NEW LAW** (AB 1386, 2016).

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 Director, Pupil Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees adopt the revised BP 5141.21 and AR 5141.21 as outlined above.

ADDITIONAL MATERIAL(S):

Attached: BP 5141.21 (4 pages)

AR 5141.21 (7 pages)

ADMINISTERING MEDICATION AND MONITORING HEALTH CONDITIONS

~~The Board of Trustees recognizes that some students may need to take medication prescribed by a physician during the school day in order to be able to attend school and/or participate in the educational program. The Superintendent or designee shall develop processes for the administration of medication to these students. For any student with a disability, as defined under the Individuals with Disabilities Education Act or Section 504 of the Rehabilitation Act of 1973, necessary medication shall be administered in accordance with the student's individualized education program or Section 504 accommodation plan.~~

~~(cf. [6159](#) Individualized Education Program)~~

~~(cf. [6164.6](#) Identification and Education Under Section 504)~~

~~If a parent/guardian chooses, he/she may administer the medication to his/her child at school or designate another individual who is not a school employee to do so on his/her behalf.~~

~~(cf. [1250](#) Visitors/Outsiders)~~

~~(cf. [6116](#) Classroom Interruptions)~~

~~In addition, upon written request by the parent/guardian and with the approval of the student's physician, a student with a medical condition that requires frequent treatment, monitoring, or testing may be allowed to self-administer, self-monitor, and/or self-test. The student shall observe universal precautions in the handling of blood and other bodily fluids.~~

~~(cf. [5141](#) Health Care and Emergencies)~~

~~(cf. [5141.22](#) Infectious Diseases)~~

~~(cf. [5141.23](#) Asthma Management)~~

The Governing Board believes that regular school attendance is critical to student learning and that students who need to take medication prescribed or ordered for them by their authorized health care providers should have an opportunity to participate in the educational program.

(cf. [5113](#) - Absences and Excuses)

(cf. [5113.1](#) - Chronic Absence and Truancy)

Any medication prescribed for a student with a disability who is qualified to receive services under the Individuals with Disabilities Education Act or Section 504 of the Rehabilitation Act of 1973 shall be administered in accordance with the student's individualized education program or Section 504 services plan, as applicable.

(cf. [5141.24](#) - Specialized Health Care Services)

(cf. [6159](#) - Individualized Education Program)

(cf. [6164.6](#) - Identification and Education Under Section 504)

For the administration of medication to other students during school or school-related activities, the Superintendent or designee shall develop protocols which shall include options for allowing a parent/guardian to administer medication to his/her child at school, designate other individuals to do so on his/her behalf, and, with the child's authorized health care provider's approval, request the district's permission for his/her child to self-administer a medication or self-monitor and/or self-test for a medical condition. Such processes shall be implemented in a manner that preserves campus security, minimizes instructional interruptions, and promotes student safety and privacy.

(cf. 1250 - Visitors/Outsiders)
(cf. 5141 - Health Care and Emergencies)
(cf. 5141.22 - Infectious Diseases)
(cf. 5141.23 - Asthma Management)
(cf. 5141.27 - Food Allergies/Special Dietary Needs)
(cf. 6116 - Classroom Interruptions)

The Superintendent or designee shall make available epinephrine auto-injectors at each school for providing emergency medical aid to any person suffering, or reasonably believed to be suffering, from an anaphylactic reaction. (Education Code 49414)

The Superintendent or designee shall collaborate with city and county emergency responders, including local public health administrators, to design procedures or measures for addressing an emergency such as a public disaster or epidemic.

(cf. 3516 - Emergencies and Disaster Preparedness Plan)

Administration of Medication by School Personnel

~~Prescribed medication may be administered by the school nurse or other designated school personnel only when the Superintendent or designee has received written statements from both the student's physician and parent/guardian. (Education Code [49423](#); 5 CCR [600](#)) School nurses and other designated school personnel shall administer medications in accordance with law, Board policy, and administrative regulation and shall be afforded appropriate liability protection.~~

~~(cf. [3530](#) - Risk Management/Insurance)~~

~~Only a school nurse or other school employee with an appropriate medical license may administer an insulin injection to a student. In the event such licensed school personnel are unavailable, the district may contract with a licensed nurse from a public or private agency to administer insulin to the student. However, in an emergency situation such as a public disaster or epidemic, a trained, unlicensed district employee may administer an insulin injection to a student.~~

~~(cf. [5141.24](#) - Specialized Health Care Services)~~

~~To the extent that the administration of a medication, such as epinephrine auto injector or glucagon, is authorized by law, the Superintendent or designee shall ensure that unlicensed personnel designated to administer it to students receive appropriate training from qualified medical personnel before any medication is administered. At a minimum, the training shall cover how and when such medication should be administered, recognition of symptoms and treatment, emergency follow up procedures, and proper documentation and storage of medication. Such trained, unlicensed designated school personnel shall be supervised by and provided with emergency communication access to a school nurse, physician, or other appropriate individual.~~

When allowed by law, medication prescribed to a student by an authorized health care provider may be administered by a school nurse or, when a school nurse or other medically licensed person is unavailable and the physician has authorized administration of medication by unlicensed personnel for a particular student, by other designated school personnel with appropriate training. School nurses and other designated school personnel shall administer

medications to students in accordance with law, Board policy, administrative regulation, and, as applicable, the written statement provided by the student's parent/guardian and authorized health care provider. Such personnel shall be afforded appropriate liability protection.

(cf. 3530 - Risk Management/Insurance)

(cf. 4119.42/4219.42/4319.42 - Exposure Control Plan for Bloodborne Pathogens)

(cf. 4119.43/4219.43/4319.43 - Universal Precautions)

The Superintendent or designee shall ensure that school personnel designated to administer any medication receive appropriate training and, as necessary, retraining from qualified medical personnel before any medication is administered. At a minimum, the training shall cover how and when such medication should be administered, the recognition of symptoms and treatment, emergency follow-up procedures, and the proper documentation and storage of medication. Such trained, unlicensed designated school personnel shall be supervised by, and provided with immediate communication access to, a school nurse, physician, or other appropriate individual. (Education Code 49414, 49414.3, 49414.5, 49423, 49423.1)

The Superintendent or designee shall maintain documentation of the training and ongoing supervision, as well as annual written verification of competency of other designated school personnel.

(cf. 4131 - Staff Development)

(cf. 4231 - Staff Development)

(cf. 4331 - Staff Development)

Legal Reference:

EDUCATION CODE

48980 Notification at beginning of term

49407 Liability for treatment

49408 Emergency information

49414 Emergency epinephrine auto-injectors

49414.3 Emergency medical assistance; administration of medication for opioid overdose

49414.5 Providing training school personnel with voluntary emergency training

49422-49427 Employment of medical personnel, especially:

49423 Administration of prescribed medication for student

49423.1 Inhaled asthma medication

49480 Continuing medication regimen; notice

BUSINESS AND PROFESSIONS CODE

2700-2837 Nursing, especially:

2726 Authority not conferred

2727 Exceptions in general

3501 Definitions

4119.2 Acquisition of epinephrine auto-injectors

4119.8 Acquisition of naloxone hydrochloride or another opioid antagonist

CODE OF REGULATIONS, TITLE 5

600-611 Administering medication to students

UNITED STATES CODE, TITLE 20

1232g Family Educational Rights and Privacy Act of 1974

1400-1482 Individuals with Disabilities Education Act

UNITED STATES CODE, TITLE 29

794 Rehabilitation Act of 1973, Section 504

COURT DECISIONS

American Nurses Association v. Torlakson, (2013) 57 Cal.4th 570

Management Resources:

AMERICAN DIABETES ASSOCIATION PUBLICATIONS

Glucagon Training Standards for School Personnel: Providing Emergency Medical Assistance to Pupils with Diabetes, May 2006

Training Standards for the Administration of Epinephrine Auto-Injectors, rev. 2015

Legal Advisory on Rights of Students with Diabetes in California's K-12 Public Schools, August 2007

Program Advisory on Medication Administration, 2005

NATIONAL DIABETES EDUCATION PROGRAM PUBLICATIONS

Helping the Student with Diabetes Succeed: A Guide for School Personnel, June 2003

WEB SITES

CSBA: <http://www.csba.org>

American Diabetes Association: <http://www.diabetes.org>

California Department of Education: <http://www.cde.ca.gov/ls/he/hn>

National Diabetes Education Program: <http://www.ndep.nih.gov>

U.S. Department of Health and Human Services, National Institutes of Health, Blood Institute, asthma information: <http://www.nhlbi.nih.gov/health/public/lung/index.htm#asthma>

Policy
adopted: August 23, 2017

OXNARD SCHOOL DISTRICT
Oxnard, California

ADMINISTERING MEDICATION AND MONITORING HEALTH CONDITIONS

Definitions

Authorized health care provider means an individual who is licensed by the State of California to prescribe or order medication, including, but not limited to, a physician or physician assistant. (Education Code 49423; 5 CCR 601)

Other designated school personnel means any individual employed by the district, *including a nonmedical school employee*, who has *volunteered or* consented to administer medication or otherwise assist the student and who may legally administer the medication to the student or assist the student in the administration of the medication. (5 CCR 601, 621)

Medication may include not only a substance dispensed in the United States by prescription, but also a substance that does not require a prescription, such as over-the-counter remedies, nutritional supplements, and herbal remedies. (5 CCR 601)

Epinephrine auto-injector means a disposable delivery device designed for the automatic injection of a premeasured dose of epinephrine into the human body to prevent or treat a life-threatening allergic reaction. (Education Code 49414)

Anaphylaxis means a potentially life-threatening hypersensitivity to a substance, which may result from an insect sting, food allergy, drug reaction, exercise, or other cause. Symptoms may include shortness of breath, wheezing, difficulty breathing, difficulty talking or swallowing, hives, itching, swelling, shock, or asthma. (Education Code 49414)

(cf. 5141.23 - Asthma Management)

(cf. 5141.27 - Food Allergies/Special Dietary Needs)

Notifications to Parents/Guardians

At the beginning of each school year, the Superintendent or designee shall notify parents/guardians of the options available to students who need to take prescribed medication during the school day and the rights and responsibilities of parents/guardians regarding those options. (Education Code 49480)

(cf. 5145.6 - Parental Notifications)

In addition, the Superintendent or designee shall inform the parents/guardians of any student on a continuing medication regimen for a nonepisodic condition of the following requirements: (Education Code 49480)

1. The parent/guardian is required to inform the school nurse or other designated employee of the medication being taken, the current dosage, and the name of the supervising physician.
2. With the parent/guardian's consent, the school nurse or other designated employee may communicate with the student's physician regarding the medication and its effects and

may counsel school personnel regarding the possible effects of the medication on the student's physical, intellectual, and social behavior, as well as possible behavioral signs and symptoms of adverse side effects, omission, or overdose.

When a student requires medication during the school day in order to participate in the educational program, the Superintendent or designee shall, as appropriate, inform the student's parents/guardians that the student may qualify for services or accommodations pursuant to the Individuals with Disabilities Education Act (20 USC 1400-1482) or Section 504 of the federal Rehabilitation Act of 1973 (29 USC 794).

(cf. 6164.4 - Identification and Evaluation of Individuals for Special Education)

(cf. 6164.6 - Identification and Education Under Section 504)

Parent/Guardian Responsibilities

The responsibilities of the parent/guardian of any student who may need medication during the school day shall include, but are not limited to:

- 1. Providing parent/guardian and authorized health care provider written statements each school year as described in the sections "Parent/Guardian Statement" and "Health Care Provider Statement" below. The parent/guardian shall provide a new authorized health care provider's statement if the medication, dosage, frequency of administration, or reason for administration changes. (Education Code 49414.5, 49423, 49423.1; 5 CCR 600, 626)*
- 2. If the student is on a continuing medication regimen for a nonepisodic condition, informing the school nurse or other designated certificated employee of the medication being taken, the current dosage, and the name of the supervising physician and updating the information when needed. (Education Code 49480)*
- 3. Providing medications in properly labeled, original containers along with the authorized health care provider's instructions. For prescribed or ordered medication, the container also shall bear the name and telephone number of the pharmacy, the student's identification, and the name and phone number of the authorized health care provider. (5 CCR 606)*

Parent/Guardian Statement

When district employees are to administer medication to a student, the parent/guardian's written statement shall:

1. Identify the student
2. Grant permission for an authorized district representative to communicate directly with the student's authorized health care provider and pharmacist, as may be necessary, regarding the health care provider's written statement or any other questions that may arise with regard to the medication

3. Contain an acknowledgment that the parent/guardian understands how district employees will administer the medication or otherwise assist the student in its administration
4. Contain an acknowledgment that the parent/guardian understands his/her responsibilities to enable district employees to administer or otherwise assist the student in the administration of medication, including, but not limited to, the parent/guardian's responsibility to provide a written statement from the authorized health care provider, to ensure that the medication is delivered to the school in a proper container by an individual legally authorized to be in possession of the medication, and to provide all necessary supplies and equipment
5. Contain an acknowledgment that the parent/guardian understands that he/she may terminate the consent for the administration of the medication *or for otherwise assisting the student in the administration of medication* at any time

In addition to the requirements in items #1-5 above, if a parent/guardian has requested that his/her child be allowed to carry and self-administer prescription auto-injectable epinephrine or prescription inhaled asthma medication, the parent/guardian's written statement shall: (Education Code 49423, 49423.1)

1. Consent to the self-administration
2. Release the district and school personnel from civil liability if the student suffers an adverse reaction as a result of self-administering the medication

In addition to the requirements in items #1-5 above, if a parent/guardian wishes to designate an individual who is not an employee of the district to administer medication to his/her child, the parent/guardian's written statement shall clearly identify the individual and shall state:

1. The individual's willingness to accept the designation
2. That the individual is permitted to be on the school site
3. Any limitations on the individual's authority

Health Care Provider Statement

~~The school nurse or other designated school personnel shall:~~

When any district employee is to administer prescribed medication to a student, or when a student is to be allowed to carry and self-administer prescribed medication during school hours, the authorized health care provider's written statement shall include:

1. Clear identification of the student (Education Code 49423, 49423.1; 5 CCR 602)
2. The name of the medication (Education Code 49423, 49423.1; 5 CCR 602)

3. The method, amount, and time schedules by which the medication is to be taken (Education Code 49423, 49423.1; 5 CCR 602)
4. If a parent/guardian has requested that his/her child be allowed to self-administer medication, confirmation that the student is able to self-administer the medication (Education Code 49414.5, 49423, 49423.1; 5 CCR 602)
5. *For medication that is to be administered by unlicensed personnel, confirmation by the student's health care provider that the medication may safely and appropriately be administered by unlicensed personnel (Education Code 49423, 49423.1; 5 CCR 602)*
6. For medication that is to be administered on an as-needed basis, the specific symptoms that would necessitate administration of the medication, allowable frequency for administration, and indications for referral for medical evaluation
7. Possible side effects of the medication
8. Name, address, telephone number, and signature of the student's authorized health care provider

District Responsibilities

The Superintendent or designee shall ensure that any unlicensed school personnel authorized to administer medication to a student receives appropriate training from the school nurse or other qualified medical personnel.

The school nurse or other designated school personnel shall:

1. Administer or assist in administering medication in accordance with the ~~physician's~~ *authorized health care provider's* written statement
2. Accept delivery of medications from parents/guardians and count and record them upon receipt
3. Maintain a list of students needing medication during the school day, including those authorized to self-administer medication, *and note on the list the type of medication and the times and dosage to be administered* ~~The type of medication and the times and dosage to be administered shall be noted on the list.~~
4. Maintain for each student a medication log which may:
 - a. Specify the student's name, medication, dose, method of administration, time of administration during the regular school day, date(s) on which the student is required to take the medication, and the ~~physician's~~ *authorized health care provider's* name and contact information
 - b. Contain space for daily recording of the date, time, and amount of medication administered, and the signature of the individual administering the medication

5. Maintain for each student a medication record which may include the ~~physician's~~ *authorized health care provider's* written statement, the parent/guardian's written statement, the medication log, and any other written documentation related to the administration of medication to the student

6. Ensure that student confidentiality is appropriately maintained

(cf. 5125 - Student Records)

7. Coordinate *and, as appropriate, ensure* the administration of medication during field trips and other school-related activities

(cf. 5148.2 - Before/After School Programs)

(cf. 6145.2 - Athletic Competition)

(cf. 6153 - School-Sponsored Trips)

8. Report to a student's parent/guardian and the site administrator any refusal by the student to take his/her medication

9. Keep all medication to be administered by the district in a locked drawer or cabinet

10. *As needed*, communicate with a student's ~~physician~~ *authorized health care provider* and/or pharmacist regarding the medication and its effects

11. Counsel other designated school personnel regarding the possible effects of a medication on a student's physical, intellectual, and social behavior, as well as possible behavioral signs and symptoms of adverse side effects, omission, or overdose

12. Ensure that any unused, discontinued, or outdated medication is returned to the student's parent/guardian at the end of the school year or, if the medication cannot be returned, dispose of it in accordance with state laws and local ordinances

13. *In the event of a medical emergency requiring administration of medication, provide immediate medical assistance ~~if needed~~, directly observe the student following the administration of medication, contact the student's parent/guardian, and determine whether the student should return to class, rest in the school office, or receive further medical assistance,*

14. Report to the site administrator, the student's parent/guardian, and, if necessary, the student's authorized health care provider any instance when a medication is not administered properly, including administration of the wrong medication or failure to administer the medication in accordance with authorized ~~physician's~~ *health care provider's* written statement

~~Upon receiving such notification, the site administrator may notify the student's health care provider and shall document the error in the medication log.~~

Emergency Epinephrine Auto-Injectors

The Superintendent or designee shall provide epinephrine auto-injectors to school nurses or other employees who have volunteered to administer them in an emergency and have received training. The school nurse, or a volunteer employee when a school nurse or physician is unavailable, may administer an epinephrine auto-injector to provide emergency medical aid to any person suffering, or reasonably believed to be suffering, from potentially life-threatening symptoms of anaphylaxis at school or a school activity. (Education Code 49414)

At least once per school year, the Superintendent or designee shall distribute to all staff a notice requesting volunteers to be trained to administer an epinephrine auto-injector and describing the training that the volunteer will receive. (Education Code 49414)

(cf. 4112.9/4212.9/4312.9 - Employee Notifications)

The principal or designee at each school may designate one or more volunteers to receive initial and annual refresher training, which shall be provided by a school nurse or other qualified person designated by a physician and surgeon authorized pursuant to Education Code 49414 and shall be based on the standards developed by the Superintendent of Public Instruction (SPI). Written materials covering the required topics for training shall be retained by the school for reference. (Education Code 49414)

(cf. 4131 - Staff Development)

(cf. 4231 - Staff Development)

(cf. 4331 - Staff Development)

A school nurse or other qualified supervisor of health, or a district administrator if the district does not have a qualified supervisor of health, shall obtain a prescription for epinephrine auto-injectors for each school from an authorized physician and surgeon. Such prescription may be filled by local or mail order pharmacies or epinephrine auto-injector manufacturers. Elementary schools shall, at a minimum, be provided one adult (regular) and one junior epinephrine auto-injector. Secondary schools shall be provided at least one adult (regular) epinephrine auto-injector, unless there are any students at the school who require a junior epinephrine auto-injector. (Education Code 49414)

If an epinephrine auto-injector is used, the school nurse or other qualified supervisor of health shall restock the epinephrine auto-injector as soon as reasonably possible, but no later than two weeks after it is used. In addition, epinephrine auto-injectors shall be restocked before their expiration date. (Education Code 49414)

Information regarding defense and indemnification provided by the district for any and all civil liability for volunteers administering epinephrine auto-injectors shall be provided to each volunteer and retained in his/her personnel file. (Education Code 49414)

(cf. 4112.6/4212.6/4312.6 - Personnel Files)

A school may accept gifts, grants, and donations from any source for the support of the school in carrying out the requirements of Education Code 49414, including, but not limited to, the acceptance of epinephrine auto-injectors from a manufacturer or wholesaler. (Education Code 49414)

(cf. 3290 - Gifts, Grants and Bequests)

The Superintendent or designee shall maintain records regarding the acquisition and disposition of epinephrine auto-injectors for a period of three years from the date the records were created. (Business and Professions Code 4119.2)

(cf. 3580 - District Records)

Policy
adopted: *August 23, 2017*

OXNARD SCHOOL DISTRICT
Oxnard, California

BOARD AGENDA ITEM

Name of Contributor: Robin I. Freeman

Date of Meeting: 8/2/17

STUDY SESSION _____

CLOSED SESSION _____

SECTION A-1: PRELIMINARY _____

SECTION A-II: REPORTS _____

SECTION B: HEARINGS _____

SECTION C: CONSENT AGENDA _____

Agreement Category:

_____ Academic

_____ Enrichment

_____ Special Education

 x Support Services

_____ Personnel

_____ Legal

_____ Facilities

SECTION D: ACTION _____

SECTION E: APPROVAL OF MINUTES _____

SECTION F: BOARD POLICIES 1ST Reading X 2nd Reading _____

BP/AR 5141.52 - Suicide Prevention (Freeman)

Policy and regulation substantially revised to reflect **NEW LAW** (AB 2246, 2016) which mandates districts serving grades 7-12 to adopt policy on suicide prevention, intervention, and postvention by the beginning of the 2017-18 school year. Policy and regulation reflect the mandate to address any related staff development to be provided to teachers in grades 7-12 and to address the needs of specified high-risk student populations. In addition, policy and regulation add best practices in prevention, intervention, and postvention, including, but not limited to, student instruction, crisis intervention procedures, follow-up care for a student who threatens or attempts suicide, and the provision of counseling and other postvention strategies to reduce suicide contagion.

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 Director, Pupil Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees adopt the revised BP 5141.52 and AR 5141.52 as outlined above.

Attached: BP 5141.52 (3 pages)

AR 5141.52 (4 pages)

SUICIDE PREVENTION

The Governing Board recognizes that suicide is a leading cause of death among youth and that school personnel who regularly interact with students are often in a position to recognize the warning signs of suicide and to offer appropriate referral and/or assistance. To attempt to reduce suicidal behavior and its impact on students and families, the Superintendent or designee shall develop measures and strategies for suicide prevention, intervention, and postvention.

In developing measures and strategies for use by the district, the Superintendent or designee may consult with school health professionals, school counselors, school psychologists, school social workers, administrators, other staff, parents/guardians, students, local health agencies, mental health professionals, and community organizations.

(cf. 1020 - Youth Services)

(cf. 1220 - Citizen Advisory Committees)

(cf. 1400 - Relations Between Other Governmental Agencies and the Schools)

Such measures and strategies shall include, but are not limited to:

- 1. Staff development on suicide awareness and prevention for teachers, school counselors, and other district employees who interact with students in the secondary grades*

(cf. 4131 - Staff Development)

(cf. 4231 - Staff Development)

(cf. 4331 - Staff Development)

- 2. Instruction to students in problem-solving and coping skills to promote students' mental, emotional, and social health and well-being, as well as instruction in recognizing and appropriately responding to warning signs of suicidal intent in others*

(cf. 6142.8 - Comprehensive Health Education)

- 3. Methods for promoting a positive school climate that enhances students' feelings of connectedness with the school and that is characterized by caring staff and harmonious interrelationships among students*

(cf. 5131 - Conduct)

(cf. 5131.2 - Bullying)

(cf. 5137 - Positive School Climate)

(cf. 5145.3 - Nondiscrimination/Harassment)

(cf. 5145.7 - Sexual Harassment)

(cf. 5145.9 - Hate-Motivated Behavior)

4. *The provision of information to parents/guardians regarding risk factors and warning signs of suicide, the severity of the youth suicide problem, the district's suicide prevention curriculum, basic steps for helping suicidal youth, and/or school and community resources that can help youth in crisis*
5. *Encouragement for students to notify appropriate school personnel or other adults when they are experiencing thoughts of suicide or when they suspect or have knowledge of another student's suicidal intentions*
6. *Crisis intervention procedures for addressing suicide threats or attempts*
7. *Counseling and other postvention strategies for helping students, staff, and others cope in the aftermath of a student's suicide*

As appropriate, these measures and strategies shall specifically address the needs of students who are at high risk of suicide, including, but not limited to, students who are bereaved by suicide; students with disabilities, mental illness, or substance use disorders; students who are experiencing homelessness or who are in out-of-home settings such as foster care; and students who are lesbian, gay, bisexual, transgender, or questioning youth. (Education Code 215)

Legal Reference: (see next page)

Legal Reference:

EDUCATION CODE

215 Student suicide prevention policies

32280-32289 Comprehensive safety plan

49060-49079 Student records

49602 Confidentiality of student information

49604 Suicide prevention training for school counselors

GOVERNMENT CODE

810-996.6 Government Claims Act

PENAL CODE

11164-11174.3 Child Abuse and Neglect Reporting Act

WELFARE AND INSTITUTIONS CODE

5698 Emotionally disturbed youth; legislative intent

5850-5883 Mental Health Services Act

COURT DECISIONS

Corales v. Bennett (Ontario-Montclair School District), (2009) 567 F.3d 554

Management Resources:

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

Health Education Content Standards for California Public Schools, Kindergarten Through Grade Twelve, 2008

Health Framework for California Public Schools, Kindergarten Through Grade Twelve, 2003

CENTERS FOR DISEASE CONTROL AND PREVENTION PUBLICATIONS

School Connectedness: Strategies for Increasing Protective Factors Among Youth, 2009

NATIONAL ASSOCIATION OF SCHOOL PSYCHOLOGISTS PUBLICATIONS

Preventing Suicide, Guidelines for Administrators and Crisis Teams, 2015

U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES PUBLICATIONS

Preventing Suicide: A Toolkit for High Schools, 2012

National Strategy for Suicide Prevention: Goals and Objectives for Action, rev. 2012

WEB SITES

American Association of Suicidology: <http://www.suicidology.org>

American Foundation for Suicide Prevention: <http://afsp.org>

American Psychological Association: <http://www.apa.org>

American School Counselor Association: <http://www.schoolcounselor.org>

California Department of Education, Mental Health: <http://www.cde.ca.gov/ls/cg/mh>

California Department of Health Care Services, Suicide Prevention Program:

<http://www.dhcs.ca.gov/services/MH/Pages/SuicidePrevention.aspx>

Centers for Disease Control and Prevention, Mental Health:

<http://www.cdc.gov/mentalhealth>

National Association of School Psychologists: <http://www.nasponline.org>

National Institute for Mental Health: <http://www.nimh.nih.gov>

Trevor Project: <http://thetrevorproject.org>

U.S. Department of Health and Human Services, Substance Abuse and Mental Health

Services Administration: <http://www.samhsa.gov>

Policy

adopted: August 23, 2017

~~CSBA MANUAL MAINTENANCE SERVICE~~ Oxnard School District

March 2017 Oxnard, CA

SUICIDE PREVENTION

Staff Development

Suicide prevention training shall be provided to teachers, counselors, and other district employees who interact with students at the secondary level. The training shall be offered under the direction of a district counselor/psychologist and/or in cooperation with one or more community mental health agencies.

(cf. 4131 - Staff Development)

(cf. 4231 - Staff Development)

(cf. 4331 - Staff Development)

Materials for training shall include how to identify appropriate mental health services at the school site and within the community, and when and how to refer youth and their families to those services. Materials also may include programs that can be completed through self-review of suitable suicide prevention materials. (Education Code 215)

Staff development shall include research and information related to the following topics:

- 1. The higher risk of suicide among certain groups, including, but not limited to, students who are bereaved by suicide; students with disabilities, mental illness, or substance use disorders; students who are experiencing homelessness or who are in out-of-home settings such as foster care; and students who are lesbian, gay, bisexual, transgender, or questioning youth*
- 2. Individual risk factors such as previous suicide attempt(s) or self-harm, history of depression or mental illness, family history of suicide or violence, feelings of isolation, interpersonal conflicts, a recent severe stressor or loss, family instability, impulsivity, and other factors*

(cf. 5131.6 - Alcohol and Other Drugs)

- 3. Warning signs that may indicate depression, emotional distress, or suicidal intentions, such as changes in students' personality or behavior and verbalizations of hopelessness or suicidal intent*
- 4. Protective factors that may help to decrease a person's suicide risk, such as resiliency, problem-solving ability, access to mental health care, and positive connections to family, peers, school, and community*
- 5. Instructional strategies for teaching the suicide prevention curriculum and promoting mental and emotional health*
- 6. School and community resources and services, including resources and services that meet the specific needs of high-risk groups*

*(cf. 5141.6 - School Health Services)
(cf. 6164.2 - Guidance/Counseling Services)*

7. *District procedures for intervening when a student attempts, threatens, or discloses the desire to die by suicide*

Instruction

The district's comprehensive health education program shall promote the healthy mental, emotional, and social development of students and shall be aligned with the state content standards and curriculum framework. Suicide prevention instruction shall be incorporated into the health education curriculum at appropriate secondary grades and shall be designed to help students:

1. *Identify and analyze signs of depression and self-destructive behaviors and understand how feelings of depression, loss, isolation, inadequacy, and anxiety can lead to thoughts of suicide*
2. *Develop coping and resiliency skills and self-esteem*
3. *Learn to listen, be honest, share feelings, and get help when communicating with friends who show signs of suicidal intent*
4. *Identify trusted adults, school resources, and/or community crisis intervention resources where youth can get help and recognize that there is no stigma associated with seeking services for mental health, substance abuse, and/or suicide prevention*

*(cf. 1020 - Youth Services)
(cf. 5131.6 - Alcohol and Other Drugs)
(cf. 5141.6 - School Health Services)
(cf. 6142.8 - Comprehensive Health Education)
(cf. 6164.2 - Guidance/Counseling Services)*

Intervention

Students shall be encouraged to notify a teacher, principal, counselor, or other adult when they are experiencing thoughts of suicide or when they suspect or have knowledge of another student's suicidal intentions.

Every statement regarding suicidal intent shall be taken seriously. Whenever a staff member suspects or has knowledge of a student's suicidal intentions based on the student's verbalizations or act of self-harm, he/she shall promptly notify the principal or school counselor.

Although any personal information that a student discloses to a school counselor shall generally not be revealed, released, referenced, or discussed with third parties, the counselor may report to the principal or student's parents/guardians when he/she has reasonable cause to believe that disclosure is necessary to avert a clear and present danger to the health, safety, or welfare of the student. In addition, the counselor may disclose information of a personal

nature to psychotherapists, other health care providers, or the school nurse for the sole purpose of referring the student for treatment. (Education Code 49602)

(cf. 5141 - Health Care and Emergencies)

A school employee shall act only within the authorization and scope of his/her credential or license. An employee is not authorized to diagnose or treat mental illness unless he/she is specifically licensed and employed to do so. (Education Code 215)

Whenever schools establish a peer counseling system to provide support for students, peer counselors shall receive training that includes identification of the warning signs of suicidal behavior and referral of a suicidal student to appropriate adults.

(cf. 5138 - Conflict Resolution/Peer Mediation)

When a suicide attempt or threat is reported, the principal or designee shall ensure student safety by taking the following actions:

- 1. Immediately securing medical treatment and/or mental health services as necessary*
- 2. Notifying law enforcement and/or other emergency assistance if a suicidal act is being actively threatened*
- 3. Keeping the student under continuous adult supervision until the parent/guardian and/or appropriate support agent or agency can be contacted and has the opportunity to intervene*
- 4. Removing other students from the immediate area as soon as possible*

(cf. 0450 - Comprehensive Safety Plan)

(cf. 5141 - Health Care and Emergencies)

The principal or designee shall document the incident in writing, including the steps that the school took in response to the suicide attempt or threat.

(cf. 5125 - Student Records)

The Superintendent or designee shall follow up with the parent/guardian and student in a timely manner to provide referrals to appropriate services as needed. If the parent/guardian does not access treatment for the student, the Superintendent or designee may meet with the parent/guardian to identify barriers to treatment and assist the family in providing follow-up care for the student. If follow-up care is still not provided, the Superintendent or designee shall consider whether he/she is required, pursuant to laws for mandated reporters of child neglect, to refer the matter to the local child protective services agency.

(cf. 5141.4 - Child Abuse Prevention and Reporting)

For any student returning to school after a mental health crisis, the principal or designee and/or school counselor may meet with the parents/guardians and, if appropriate, with the

student to discuss re-entry and appropriate next steps to ensure the student's readiness for return to school.

Postvention

In the event that a student dies by suicide, the Superintendent or designee shall communicate with the student's parents/guardians to offer condolences, assistance, and resources. In accordance with the laws governing confidentiality of student record information, the Superintendent or designee shall consult with the parents/guardians regarding facts that may be divulged to other students, parents/guardians, and staff.

The Superintendent or designee shall implement procedures to address students' and staff's grief and to minimize the risk of imitative suicide or suicide contagion. He/she shall provide students, parents/guardians, and staff with information, counseling, and/or referrals to community agencies as needed. School staff may receive assistance from school counselors or other mental health professionals in determining how best to discuss the suicide or attempted suicide with students.

Any response to media inquiries shall be handled by the district-designated spokesperson who shall not divulge confidential information. The district's response shall not sensationalize suicide and shall focus on the district's postvention plan and available resources.

(cf. 1112- Media Relations)

After any suicide or attempted suicide by a student, the Superintendent or designee shall provide an opportunity for all staff who responded to the incident to debrief, evaluate the effectiveness of the strategies used, and make recommendations for future actions.

*Regulation
approved: August 23, 2017*

~~CSBA MANUAL MAINTENANCE SERVICE~~ Oxnard School District
March 2017 Oxnard, CA

OSD BOARD AGENDA ITEM

Name of Contributor: **Robin I. Freeman**

Date of Meeting: **8/2/17**

- 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 X 2nd Reading _____

Education for English Language Learners – Revision to BP and AR 6174 (Freeman)

Language was added and deleted to BP 6174 and AR 6174 to align with the district’s practices for Education for English Language Learners. 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 6174 and AR 6174 as outlined above.

ADDITIONAL MATERIAL:

BP 6174 (8 pages)
AR 6174 (10 pages)

EDUCATION FOR ENGLISH LANGUAGE LEARNERS

~~The Board of Trustees intends to provide English language learners with challenging curriculum and instruction that develop proficiency in English as rapidly and effectively as possible in order to assist students in accessing the full educational program and achieving the district's academic standards. The district's program shall be based on sound instructional theory and shall be adequately supported so that English language learners can achieve results at the same academic level as their English proficient peers in the regular course of study, while facilitating student achievement in the district's regular course of study.~~

~~The Board encourages staff to exchange information with staff in other districts and the county office of education about programs, options and strategies for English language learners that succeed under various demographic conditions.~~

~~(cf. 4112.22 – Staff Teaching Students of Limited English Proficiency)~~

~~The district shall identify in its local control and accountability plan (LCAP) goals and specific actions and services to enhance student engagement, academic achievement, and other outcomes for English learners.~~

~~(cf. 0460 – Local Control and Accountability Plan)~~

~~(cf. 3100 – Budget)~~

~~The Superintendent or designee shall maintain procedures which provide for the identification, assessment and placement of English language learners and for their redesignation based on criteria adopted by the Board and specified in administrative regulations.~~

~~To evaluate program effectiveness, the Superintendent or designee shall regularly examine program results, including reports of the English language learners' academic achievement, their progress towards proficiency in English and the progress of students who have been redesignated as fluent English proficient. The Superintendent or designee shall annually report these findings to the Board and shall also provide the Board with regular reports from any district or schoolwide English learner advisory committees.~~

~~(cf. 6190 – Evaluation of the Instructional Program)~~

Identification and Assessment

The Superintendent or designee shall maintain procedures for the accurate identification of English learners and an assessment of their proficiency and needs in the areas of listening, speaking, reading, and writing in English.

Once identified as an English learner, a student shall be annually assessed for language proficiency until he/she is reclassified based on criteria specified in the accompanying administrative regulation.

English learner's academic achievement in English language arts, mathematics, science, and any additional subject required by law shall be assessed using the California Assessment of Student Performance and Progress. As necessary, the test shall be administered with testing

variations in accordance with 5 CCR 853.5 and 853.7. English learners who are in their first 12 months of attending a school in the United States shall be exempted from taking the English language arts assessment to the extent allowed by federal law. (Education Code 60603m, 606040; 5 CCR 853.5, 853.7)

(cf. 6152.51 – State Academic Achievement Tests)

English learners shall be provided English language development instruction targeted to their English proficiency level and aligned with the state content standards and curriculum framework. The district's program shall be based on sound instructional theory, use standards-aligned instructional materials, and assist students in accessing the full educational program.

(cf. 6011 – Academic Standards)

(cf. 6141 – Curriculum Development and Evaluation)

(cf. 6161.1 – Selection and Evaluation of Instructional Materials)

(cf. 6161.11 – Supplementary Instructional Materials)

(cf. 6171 – Title I Programs)

The Superintendent or designee shall ensure that all staff employed to teach English learners possess the appropriate authorization from the Commission on Teacher Credentialing.

(cf. 4112.22 – Staff Teaching English Learners)

The district shall provide effective professional development to teachers (including teachers in classroom settings that are not the settings of language instruction educational programs), administrators, and other school or community-based organization personnel to improve the instruction and assessment of English learners and enhance staff's ability to understand and use curricula, assessment, and instructional strategies for English learners. Such professional development shall be of sufficient intensity and duration to produce a positive and lasting impact on teachers' performance in the classroom. (20 USC 6825)

(cf. 4131 – Staff Development)

(cf. 4231 – Staff Development)

(cf. 4331 – Staff Development)

English Learner Master Plan

The Oxnard School District has developed and is implementing a Master Plan for Services to English Learners. This plan incorporates the state mandated identification of English Learners, the communication of all required information for parents, as well as instructional programs and evaluation of such programs, as approved by the Board of Trustees.

The Superintendent or designee shall encourage parent/guardian and community involvement in the development and evaluation of programs for English learners.

(cf. 0420 – School Plans/Site Councils)

(cf. 1220 – Citizen Advisory Committees)

(cf. 6020 – Parent Involvement)

Parent Input

Parents/guardians of English learners may choose a language acquisition program that best suits their child. To the extent possible, any language acquisition program requested by the parents/guardians of 30 or more students at the school or by the parents/guardians of 20 or more students at the school or by the parents/guardians of 20 or more students at any grade level shall be offered by the school. (Education Code 310)

The district's language acquisition programs shall comply with class size requirements specified in Education Code 42238.02. (Education Code 310)

(cf. 6151 – Class Size)

At the beginning of each school year or upon student's enrollment, parents/guardians shall be provided information on the types of language acquisition programs available to students enrolled in the district, including, but not limited to, a description of each program. (Education Code 310)

(cf. 5145.6 – Parental Notification)

Language Acquisition Programs

In establishing the district's language acquisition programs, the Superintendent or designee shall consult with parents/guardians and the community during the LCAP development process. He/she shall also consult with administrators, teachers, and other personnel with appropriate authorizations and experience in establishing a language acquisition program. (Education Code 305)

Language acquisition programs are educational programs that are designed to ensure English acquisition as rapidly and as effectively as possible and that provide instruction to students on the state-adopted academic content standards, including the English language development standards. The language acquisition programs provided to students shall be informed by research and shall lead to grade-level proficiency and academic achievement in both English and another language. (Education Code 306)

The district shall offer English learners a structured English immersion program to ensure that English learners have access to the core academic content standards, including the English language development standards, and become proficient in English. In the structured English immersion program, nearly all of the classroom instruction shall be provided in English, but with the curriculum and presentation designed for students who are learning English. (Education Code 305-306)

For the purpose of determining the amount of instruction to be conducted in English in the structured English immersion program, "nearly all" means that all classroom instruction shall be conducted in English except for clarification, explanation, and support as needed.

In addition, language acquisition programs offered by the district may include, but are not limited to, the following: (Education Code 305-306)

- 1. The district offers a dual-language immersion program that provides integrated language learning and academic instruction for native speakers of English and native speakers of another language, with the goals of high academic achievement, first and second language proficiency, and cross-cultural understanding.*

(cf. 6142.2. – World/Foreign Language Instruction)

- 2. The district offers a transitional or developmental program for English learners that provides literacy and academic instruction in English and a student's native language and that enables an English learner to achieve English proficiency and academic mastery of subject matter content and high order thinking skills, including critical thinking, in order to meet state academic content standards.*

Type of Instruction

~~Students who are English Language Learners, and whose primary language is Spanish, may participate in alternative bilingual programs when a Parent Exception Waiver has been applied for and approved. Students who are English language learners shall alternatively be educated through "sheltered English immersion" or "structured English immersion" during a temporary transition period. "Nearly all" of the classroom instruction in the district's sheltered English immersion program shall be in English, but with the curriculum and presentation designed for students who are learning the language. (Education Code 305, 306)~~

~~The district has defined the term "nearly all" as follows:~~

~~To provide that all classroom instruction be conducted in English except for clarification, explanation and support as needed.~~

~~When an English language learner has acquired a reasonable level of English proficiency as measured by any of the state designated assessments approved by the California Department of Education or any locally developed assessments and using other criteria developed by the district, he/she shall be transferred from a structured English immersion classroom to an English language mainstream classroom in which the instruction is "overwhelmingly" in English. (Education Code 305; 5 CCR 11301)~~

~~An English language learner has acquired a "reasonable level of English proficiency" when he/she has achieved the following:~~

~~Levels 4 or 5 on the CELDT~~

~~(cf. 6011 – Academic Standards)
(cf. 6162.5 – Student Assessment)
(cf. 6171 – Title I Programs)~~

Upon the request of his/her parent/guardian, a student shall be placed in an English language mainstream classroom. (5 CCR 11301)

Parental Exception Waivers

At any time during the school year, the parent/guardian of an English language learner may have his/her child moved into an English language mainstream program.

Parent/guardian requests for waivers from Education Code 305 regarding placement in a sheltered English immersion program shall be granted in accordance with law and administrative regulation.

If the Superintendent or designee denies the waiver request, he/she shall provide a written justification to the parent/guardian describing the reasons for the denial. A parent/guardian may appeal the Superintendent's decision in writing to the Board. The Board may consider the matter at its next regular Board meeting. The Board may decide not to hear the appeal, in which case the Superintendent's decision shall be final. If the Board hears the appeal, the Superintendent shall send the Board's decision to the parent/guardian within seven working days.

Programs for English Learners

Structured English Immersion (SEI): This model provides instruction for all subjects in English with Primary Language Support for students with less than reasonable fluency. Students are taught structured, sequential English Language Development (ELD) and other core subjects by authorized teachers using district adopted textbooks and supplementary materials. Instruction is based on ELD and grade level content standards. Structured English Immersion is typically indicated for students with an overall CELDT score of Beginning (Level 1), Early Intermediate (Level 2), or Intermediate, (Level 3).

English Language Mainstream (ELM): In this model, EL's are taught structured, sequential English Language Development (ELD) and other core subjects in English by authorized teachers using district-adopted textbooks and supplementary materials. Primary language support is provided according to student need. Instruction is based on ELD and grade level content standards. Designed for students with *reasonable high levels* fluency in English, it is typically indicated for EL's with an overall CELDT score of Early Advanced (Level 4) or Advanced (Level 5).

English Language Development (ELD) Academy (3rd 4th – 8th grades only): This program is for students with less than one year in United States schools who are at the beginning levels of English proficiency. (CELDT Levels 1 & 2.) Students receive intensive English instruction, while they learn about their school environment and culture in the United States, in addition to academic language in grade level content. Students may participate in the Newcomer program for one year to eighteen months. This option is only for EL students in grades 3-8 4-8 who have been in the U.S. for less than *two one* years. The program is housed at one district school, with transportation provided for students not residing in that attendance area.

Transitional Bilingual Education (TBE): The goals of the TBE program are to ensure that students 1) meet grade level content and performance standards; 2) become fully proficient in

English, including listening, speaking, reading and writing; and 3) successfully move to the ELM program. Students may participate in the program for up to 4 years, and may start at any grade level. Students initially receive instruction primarily in Spanish, with decreasing amounts of instruction in Spanish each year, while the amount of instruction in English increases. Primary language support in Spanish takes place, as needed, throughout the program. Students exit the TBE program into the ELM program. The TBE Program is an alternative bilingual program which requires a parent waiver.

Dual Language Immersion Program (DLI): The goal of the DLI program is acquisition of academic proficiency in English and Spanish, together with mastery of grade level core content and performance standards. Instruction is in Spanish and English. Students are expected to meet grade level standards in both languages. Students typically continue in the program after attaining proficiency in their second language. Ideally, students would begin the program in

Kindergarten and continue through Grade 6. This program is open to English Learners with an approved waiver request or English native speakers and other English fluent students, based on parental choice. Students are expected to achieve reasonable fluency in English within 3 to 4 years. The DLI Program is an alternative bilingual program which requires a parent waiver.

Legal Reference:

EDUCATION CODE

300-340 English language education for immigrant children

305 – 310 Language acquisition programs

313-313.5 Assessment of English proficiency

430-446 English Learner and Immigrant Pupil Federal Conformity Act

33050 State Board of Education waiver authority

~~33308.5 CDE guidelines not binding~~

~~44253.5 44253.10 Certification for bilingual cross-cultural competence~~

42238.02-42238.03 Local control funding formula

44253.1-44253.11 – Qualifications for teaching English learners

48980 Parental notification

48985 Notices to parents in language other than English

~~51101 Rights of parents to information~~

~~51101.1 Rights for parents of English learners~~

52052 – Numerically significant student subgroups

52060-52077 – Local control and accountability plan

52130-52135 Impacted languages act of 1984

52160-52178 Bilingual Bicultural Act

~~52180 52186 Bilingual teacher training assistance program~~

~~54000 54028 Programs for disadvantaged children~~

56305 – CDE manual on English learners with disabilities

60603 – Definition, recently arrived English learner

60605.87 – Supplemental instructional materials, English language development

60640 – California Assessment of Student Performance and Progress

60810-60812 Assessment of language development

62005.5 – Continuation of advisory committee after program sunsets

~~62001 62005.5 Evaluation and sunseting of programs~~

CODE OF REGULATIONS, TITLE 5

~~4320 Determination of funding to support program to overcome the linguistic difficulties of English learners~~

853.5 – 853.7 Test administration; universal tools, designated supports, and accommodations

11300-11316 English Language Learner Education

11510-11517 California English Language Development Test

UNITED STATES CODE, TITLE 20

1412 Individuals with Disabilities Education Act; state eligibility
1701-1705 Equal Educational Opportunities Act
6311 – Title I state plan
6312 - Title I Local education agency plans
6801-6871 Title III, Language instruction for limited English proficient and immigrant students
7801 – Definitions

CODE OF FEDERAL REGULATIONS, TITLE 34

100.3 Discriminating prohibited
200.16 Assessment of English learners

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Casteneda v. Pickard, (5th Cir. 1981) 648 F.2d 989
ATTORNEY GENERAL OPINIONS
83 Ops.Cal.Atty.Gen. 40 (2000)

Management Resources:

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English Learners in Focus, Issue 3: Ensuring High-Quality Staff for English Learners, Governance Brief, July 2016
English Learners in Focus, Issue 2: The Promise of Two-Way Immersion Program, Governance Brief, September 2014

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Integrating the CA ELD Standards into K-12 Mathematics and Science Teaching and Learning, December 2015
Academic Criterion for Reclassification, CDE Correspondence, August 11, 2014
English Language Arts/English Language Development Framework for California Public Schools: Transitional Kindergarten Through Grade Twelve, 2014
Common Core State Standards for Mathematics, rev. 2013
Next Generation Science Standards for California Public Schools, Kindergarten through Grade Twelve, 2013
English Language Development Standards for California Public Schools: Kindergarten Through Grade Twelve, 2012
Matrix of Test Variations, Accommodations, and Modifications for Administration of California Statewide Assessments

U.S. DEPARTMENT OF EDUCATION PUBLICATIONS

Accountability for English Learners Under the ESEA, Non-Regulatory Guidance, January 2017\
English Learner Tool Kit for State and Local Educational Agencies (SEAs and LEAs), Rev. November 2016
English Learner and Title III of the Elementary and Secondary Education Act (ESEA), as Amended by the Every Student Succeeds Act (ESSA), Non-Regulatory Guidance, September 23, 2016
Dear Colleague Letter: English Learner Students and Limited English Proficient Parents, January 7, 2015
Assessment and Accountability for Recently Arrived and Former Limited English Proficient (LEP) Students, May 2007

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California Association for Bilingual Education: <http://www.gocabe.org>
California Department of Education: <http://www.cde.ca.gov/sp/el>
National Clearinghouse for English Language Acquisition: <http://www.ncela.us>
U.S. Department of Education: <http://www.ed.gov>

Policy
adopted: February 1, 2012
revised: August 2nd, 2017

OXNARD SCHOOL DISTRICT
Oxnard, California

EDUCATION FOR ENGLISH LANGUAGE LEARNERS

Definitions

~~*English learner* means a student who does not speak English or whose native language is not English and who is not currently able to perform ordinary classroom work in English, also known as a limited English proficient or LEP child. (Education Code 306)~~

English learner means a student who is age 3-21 years, who is enrolled or is preparing to enroll in an elementary or secondary school, and whose difficulties in speaking, reading, writing, or understanding the English language may be sufficient to deny the student the ability to meet state academic standards, the ability to successfully achieve in classrooms where the language of instruction is English, or the opportunity to participate fully in society. An English learner may include a student who was not born in the United States or whose native language is a language other than English; a student who is Native American or Alaska Native, or a native resident of the outlying areas, who comes from an environment where a language other than English has had a significant impact on the individual's level of English language proficiency; or a student who is migratory, whose native language is a language other than English, and who comes from an environment where a language other than English is dominant. (Education Code 306; 20 USC 7801)

Native speaker of English means a student who has learned and used English in his/her home from early childhood and English has been his/her primary means of concept formation and communication. (Education Code 306)

English language classroom means a classroom in which the language of instruction used by the teaching personnel is overwhelmingly the English language, and in which such teaching personnel possess a good knowledge of the English language. (Education Code 306)

English language mainstream classroom means a classroom in which the students either are native English language speakers or already have acquired reasonable fluency in English. (Education Code 306)

Sheltered English immersion or *structured English immersion* means an English language acquisition process in which nearly all classroom instruction is in English but with the curriculum and presentation designed for students who are learning the language. (Education Code 306)

Bilingual education/native language instruction means a language acquisition process for students in which much or all instruction, textbooks, and teaching materials are in the student's native language. (Education Code 306)

Identification and Assessment

~~Upon enrollment, each student's primary language shall be determined through use of a home language survey. (5 CCR 11307)~~

~~Within 30 calendar days of their initial enrollment, students who are identified as having a primary language other than English, as determined by the home language survey, and for whom there is no record of results from an English language development test shall be assessed using the California English Language Development Test (CELDT). (5 CCR 11511)~~

~~All students shall have sufficient time to complete the CELDT as provided in the directions for test administration. (5 CCR 11516)~~

~~Any student with a disability shall take the CELDT with those accommodations for testing that the student has regularly used during instruction and classroom assessment as delineated in the student's individualized education program (IEP) or Section 504 plan that are appropriate and necessary to address the student's individual needs. (5 CCR 11516.5)~~

~~(cf. 6159—Individualized Education Program)~~

~~(cf. 6164.6—Identification and Education Under Section 504)~~

AR 6174(b)

~~EDUCATION FOR ENGLISH LANGUAGE LEARNERS (continued)~~

~~The district shall notify parents/guardians of their child's results on the CELDT within 30 calendar days. (5 CCR 11511.5)~~

~~(cf. 5145.6—Parental Notifications)~~

~~Within 90 days of initial enrollment, students identified as having limited English proficiency shall be further assessed for primary language proficiency in comprehension, speaking, reading and writing. The Superintendent or designee shall develop criteria for determining student needs on the basis of these assessments. (former Education Code 52164.1, 62002)~~

~~Before students are enrolled in a program for English language learners, parents/guardians shall receive information about the program and their opportunities for parental involvement. This information shall include the fact that an individual student's participation in the program is voluntary on the part of the parent/guardian. (Education Code 52173)~~

~~Not later than 30 calendar days after the beginning of the school year, each parent/guardian of a student participating in, or identified for participation in, a language instruction program supported by federal Title III funds shall receive notification of the assessment of his/her child's English proficiency. The notice shall include all of the following: (Education Code 440; 20 USC 6312)~~

- ~~1. The reason for the student's classification as English language learner~~
- ~~2. The level of English proficiency~~
- ~~3. A description of the program for English language development instruction, including a description of all of the following:~~

- ~~a. The manner in which the program will meet the educational strengths and needs of the student~~
 - ~~b. The manner in which the program will help the student develop his/her English proficiency and meet age appropriate academic standards~~
 - ~~c. The specific exit requirements for the program, the expected rate of transition from the program into classrooms not tailored for English language learner students, and the expected rate of graduation from secondary school if Title I funds are used for students in secondary schools~~
 - ~~d. Where the student has been identified for special education, the manner in which the program meets the requirements of the student's IEP~~
- ~~4. Information regarding a parent/guardian's option to decline to allow the student to become enrolled in the program or to choose to allow the student to become enrolled in an alternative program~~

~~AR 6174(e)~~

EDUCATION FOR ENGLISH LANGUAGE LEARNERS (continued)

- ~~5. Information designed to assist a parent/guardian in selecting among available programs, if more than one program is offered~~

~~Parent/guardians also shall be notified of the results of any reassessments. (Education Code 52164.3)~~

Parental Exception Waivers

~~At the beginning of each school year, parents/guardians shall be informed of the placement of their children in a structured English immersion program and shall be notified of an opportunity to apply for a parental exception waiver. (Education Code 310; 5 CCR 11309)~~

~~A parent/guardian may request that the district waive the requirements of Education Code 305, pertaining to the placement of a student in a structured English immersion program if the one of the following circumstances exists:~~

- ~~1. Students who already know English: The student already possesses good English language skills, as measured by standardized tests of English vocabulary comprehension, reading and writing, in which the student scores at or above the state average for his/her grade level or at or above the fifth grade average, whichever is lower. (Education Code 311(a))~~
- ~~2. Older students: The student is age 10 years or older, and it is the informed belief of the school principal and educational staff that an alternate course of study would be better suited to the student's rapid acquisition of basic English skills. (Education Code 311(b))~~
- ~~3. Students with special needs: The student already has been placed, for a period of not less than 30 calendar days during that school year, in an English language classroom~~

~~and it is subsequently the informed belief of the school principal and educational staff that the student has special physical, emotional, psychological or educational needs and that an alternate course of educational study would be better suited to the student's overall educational development. (Education Code 311(e))~~

~~The parent/guardian shall personally visit the school to apply for the waiver. (Education Code 310)~~

~~Upon request for a waiver, the Superintendent or designee shall provide to the parents/guardians: (Education Code 310, 311; 5 CCR 11309)~~

- ~~1. A full written description, and a spoken description upon request, of the intent and content of the structured English immersion program, any alternative courses of study and all educational opportunities offered by the district and available to the student, and the educational materials to be used in the different educational program choices~~

AR 6174(d)

EDUCATION FOR ENGLISH LANGUAGE LEARNERS (continued)

- ~~2. For a request for waiver pursuant to Education Code 311(e) for students with special needs, notification that the student must be placed for a period of not less than 30 calendar days in an English language classroom and that the Superintendent must approve the waiver pursuant to Board of Trustees guidelines~~

~~Pursuant to Education Code 311(b) and 311(c), the principal and educational staff may recommend a waiver to a parent/guardian for a student 10 years or older and a student with special needs. Parents/guardians shall be informed in writing of any recommendation for an alternative program made by the principal and staff and shall be given notice of their right to refuse to accept the recommendation. The notice shall include a full description of the recommended alternative program and the educational materials to be used for the alternative program as well as a description of all other programs available to the student. If the parent/guardian elects to request the alternative program recommended by the principal and educational staff, the parent/guardian shall comply with district procedures and requirements otherwise applicable to a parental exception waiver, including Education Code 310. (5 CCR 11309)~~

~~When evaluating waiver requests pursuant to Education Code 311(a) for students who already know English and other waiver requests for those students for whom standardized assessment data are not available, other equivalent assessment measures may be used. These equivalent measures may include local assessments, local standards and teacher evaluations.~~

~~Parental exception waivers pursuant to Education Code 311(b) for students 10 years or older shall be granted if it is the informed belief of the principal and educational staff that an alternate course of educational study would be better suited to the student's rapid acquisition of basic English language skills. (Education Code 311)~~

~~Parental exception waivers pursuant to Education Code 311(c) for students with special needs shall be granted if it is the informed belief of the principal and educational staff that, due to the student's special physical, emotional, psychological or educational needs, an alternate course of educational study would be better suited to the student's overall educational development. (Education Code 311)~~

~~The principal shall consider all waiver requests made pursuant to Education Code 311(c) for students with special needs and shall submit a rationale of the decision regarding the waiver to the Superintendent or designee.~~

~~When determining whether or not to recommend the approval of the waiver request, the principal shall assume that the facts justifying the request attested by the parent/guardian are a true representation of the child's condition.~~

~~Each waiver shall be considered on its individual merits with great deference given to parental preference for student placement.~~

AR 6174(e)

~~EDUCATION FOR ENGLISH LANGUAGE LEARNERS (continued)~~

~~The principal or designee shall act upon all parental exception waivers within 20 instructional days of submission to the principal. However, parental waiver requests pursuant to Education Code 311(c) for students with special needs shall not be acted upon during the 30-day placement in an English language classroom. These waivers shall be acted upon no later than 10 calendar days after the expiration of that 30-day English language classroom placement or within 20 instructional days of submission of the waiver to the principal, whichever is later. (5 CCR 11309)~~

~~All parental exception waivers shall be granted unless the principal and educational staff have determined that an alternative program offered at the school would not be better suited for the overall educational development of the student. (5 CCR 11309)~~

~~Individual schools in which 20 students or more of a given grade level receive a waiver shall be required to offer such a class; otherwise they must allow the students to transfer to a public school in which such a class is offered. (Education Code 310)~~

~~Students wishing to transfer shall be subject to the district's intradistrict and interdistrict attendance policies and administrative regulations. Students wishing to transfer to another district shall also be subject to the receiving district's interdistrict attendance policies and administrative regulations.~~

~~(cf. 5116.1—Intradistrict Open Enrollment)~~

~~(cf. 5117—Interdistrict Attendance)~~

~~In cases where a parental exception waiver pursuant to Education Code 311(b) or (c) is denied, the parent/guardian shall be informed in writing of the reason(s) for the denial and~~

EDUCATION FOR ENGLISH LANGUAGE LEARNERS

~~advised that he/she may appeal the decision to the Board if the Board authorizes such an appeal, or to the court. (5 CCR 11309)~~

~~Waiver requests shall be renewed annually by the parent/guardian. (Education Code 310)~~

Upon enrollment in the district, each student's primary language shall be determined through the use of a home language survey. (Education Code 52164.1; 5 CCR 11307)

Any student who is identified as having a primary language other than English as determined by the home language survey, and who has not previously been identified as an English learner by a California public school or for whom there is no record of results from an administration of an English language proficiency test, shall be assessed for English proficiency using the state's designated English language proficiency test for initial identification. (Education Code 313, 52164.1; 5 CCR 11511)

Each year after a student is identified as a English learner and until he/she is redesignated as English proficient, the summative assessment of the state's designated English language proficiency test shall be administered to the student during a four-month period after January 1 as determined by the California Department of Education. (Education Code 313)

The state assessment shall be administered in accordance with test publisher instructions and 5 CCR 11511-11516.6. Variations and accommodations in test administration may be provided to English learners pursuant to 5 CCR 11516-11516.6.

Any student with a disability who is identified as an English learner shall be allowed to take the assessment with those accommodations for testing that the student has regularly used during instruction and classroom assessment as delineated in the student's individualized education program (IEP) or Section 504 plan. If the student is unable to participate in the assessment or a portion of the assessment even with such accommodations, an alternate assessment for English language proficiency shall be administered to the student as set forth in his/her IEP. (5 CCR 11516-11516.7; 20 USC 1412)

(cf. 6152.51 – State Academic Achievement Tests)

(cf. 6159 – Individualized Education Program)

(cf. 6164.6 – Identification and Education Under Section 504)

The Superintendent or designee shall notify parents/guardians of their child's results on the state's English language proficiency assessment within 30 calendar days following receipt of the results from the test contractor. (Education Code 52164.1; 5 CCR 11511.5)

(cf. 5145.6 – Parental Notification)

EDUCATION FOR ENGLISH LANGUAGE LEARNERS

The parent/guardian of a student participating in, or identified for participation in, a language instruction program supported by federal Title I or Title III funds shall receive notification of the assessment of his/her child's English proficiency. Such notice shall be provided not later than 30 calendar days after the beginning of the school year or, if the student is identified for program participation during the school year, within two weeks of the student's placement in the program. The notice shall include all of the following: (Education Code 440; 20 USC 6312)

- 1. The reason for the identification of the student as an English learner and the need for placement in a language acquisition program*
- 2. The level of English proficiency, how the level was assessed, and the status of the student's academic achievement*
- 3. A description of the language acquisition program in which the student is, or will be, participating, including a description of all of the following:*
 - a. The methods of instruction used in the program and in other available programs, including how such programs differ in content, instructional goals, and the use of English and a native language in instruction*
 - b. The manner in which the program will meet the educational strengths and needs of the student*
 - c. The manner in which the program will help the student develop his/her English proficiency and meet age-appropriate academic standards for grade promotion and graduation*
 - d. The specific exit requirements for the program, the expected rate of transition from the program into classes not tailored for English learners, and the expected rate of graduation from secondary school if applicable*
 - e. Where the student has been identified for special education, the manner in which the program meets the requirements of the student's IEP*
- 4. Information about the parent/guardian's right to have the student immediately removed from a program upon the parent/guardian's request*
- 5. Information regarding a parent/guardian's option to decline to enroll the student in the program or to choose another program or method of instruction, if available*
- 6. Information designed to assist a parent/guardian in selecting among available programs, if more than one program or method is offered*

Reclassification/Redesignation

EDUCATION FOR ENGLISH LANGUAGE LEARNERS

The district shall continue to provide additional and appropriate educational services to English language learners for the purposes of overcoming language barriers until the English language learners have: (5 CCR 11302)

1. Demonstrated English language proficiency comparable to that of the district's average native English language speakers
2. Recouped any academic deficits which may have been incurred in other areas of the core curriculum as a result of language barriers

English language learners shall be ~~redesignated~~ *reclassified* as fluent English proficient when they are able to comprehend, speak, read and write English well enough to receive instruction in the regular program and make academic progress at a level substantially equivalent to that of students of the same age or grade whose primary language is English and who are in the regular course of study. (Education Code 52164.6)

The following measures shall be used to determine whether an English language learner shall be reclassified as fluent English proficient: (5 CCR 11303)

- ~~1. Assessment of English language proficiency utilizing the CELDT as the primary criterion, and objective assessment of the student's English reading and writing skills~~
1. *Assessment of English language proficiency using an objective assessment instrument, including, but not limited to, the state's English language proficiency assessment*
2. Participation of the student's classroom teacher and any other certificated staff with direct responsibility for teaching or placement decisions
3. Parent/guardian opinion and consultation during a ~~redesignation~~ *reclassification* interview
4. Parents/guardians shall receive notice and a description of the ~~redesignation~~ *reclassification* process, including notice of their right to participate in the process. Parent/guardian participation in the process shall be encouraged
5. ~~Comparison of performance in basic skills, including performance on the English Language Arts section of the California Standards Test~~
5. *Student performance on an objective assessment of basic skills in English that shows whether the student is performing at or near grade level*
6. ~~Objective data on the student's academic performance in English~~

EDUCATION FOR ENGLISH LANGUAGE LEARNERS

The Superintendent or designee shall provide subsequent monitoring and support for ~~redesignated~~ *reclassification* students, including but not limited to monitoring the performance of ~~redesignated~~ *reclassification* students in the core curriculum in comparison with their native-English speaking peers, monitoring the rate of ~~redesignation~~, *reclassification*, and ensuring correct classification and placement.

The Superintendent or designee shall monitor students for at least two years following their reclassification to determine whether the student needs any additional academic support to ensure his/her language and academic success.

The Superintendent or designee shall develop a process to monitor the effectiveness of the district's program for English language learners. The district's program shall be modified as needed to help ensure language and academic success for each English language learner.

Advisory Committees

At the district level when there are more than 50 English language learners in the district and at each school with more than 20 English language learners, parent/guardian advisory committees shall be maintained to serve the advisory functions specified in law. (5 CCR 11308)

Parents/guardians of English language learners shall constitute committee membership in at least the same percentage as their children represent of the total number of students in the school. (Education Code 52176)

The district's English language advisory committee shall advise the Board on at least the following tasks: (5 CCR 11308)

1. The development of a district master plan of education programs and services for English learners, taking into consideration the school site plans for English learners
2. The districtwide needs assessment on a school-by-school basis
3. Establishment of a district program, goals and objectives for programs and services for English learners
4. Development of a plan to ensure compliance with applicable teacher or aide requirements
5. Administration of the annual language census
6. Review of and comment on the district's reclassification procedures

EDUCATION FOR ENGLISH LANGUAGE LEARNERS

7. ~~Review of and comments on the written notification required to be sent to parents/guardians pursuant to 5 CCR 11300-11316~~

(cf. 0420 - School Plans/Site Councils)

(cf. 1220 - Citizen Advisory Committees)

(cf. 5020 - Parent Rights and Responsibilities)

(cf. 6020 - Parent Involvement)

In order to assist advisory members in carrying out their responsibilities, the Superintendent or designee shall ensure that committee members receive appropriate training and materials. This training shall be planned in full consultation with the members. (5 CCR 11308)

LCAP Advisory Committee

When there are at least 15 percent English learners in the district, with at least 50 students who are English learners, a district-level English learner parent advisory committee shall be established to review and comment on the district's local control and accountability plan

(LCAP) in accordance with BP 0460-Local Control and Accountability Plan. The committee shall be composed of a majority of parents/guardians of English learners. (Education Code 52063;5 CCR 15495)

(cf. 0460 – Local Control and Accountability Plan)

The advisory committee established pursuant to 5 CCR 11308, as described in the section "Advisory Committee" above, could serve as the LCAP English learner advisory committee if its composition includes a majority of parents/guardians of English learners.

Regulation
approved: February 1, 2012
revised: August 23rd, 2017

OXNARD SCHOOL DISTRICT
Oxnard, California



OXNARD SCHOOL DISTRICT

1051 South “A” Street • Oxnard, California 93030 • 805/385-1501

SCHEDULE OF BOARD MEETINGS JANUARY – DECEMBER 2017

(UNLESS OTHERWISE INDICATED, ALL MEETINGS ARE HELD ON THE FIRST AND THIRD **WEDNESDAY** OF EACH MONTH IN THE BOARD ROOM AT THE DISTRICT OFFICE, 1051 SOUTH ‘A’ STREET, STARTING AT 7:00 PM)

January	18	Regular Board Meeting (Note: only ONE meeting in January)
February	1	Regular Board Meeting
	15	Regular Board Meeting
March	1	Regular Board Meeting
	15	Regular Board Meeting
April	19	Regular Board Meeting (Note: only ONE meeting in April)
May	3	Regular Board Meeting
	17	Regular Board Meeting
June	7	Regular Board Meeting
	21	Regular Board Meeting
July		District Dark – No meeting in July
August	2	Regular Board Meeting
	23	Regular Board Meeting
September	6	Regular Board Meeting
	20	Regular Board Meeting
October	4	Regular Board Meeting
	18	Regular Board Meeting
November	1	Regular Board Meeting (Note: only ONE meeting in November)
December	6	Regular Board Meeting – Organizational Meeting of the Board (Note: only ONE meeting in December)

The meeting schedule shown above is subject to change at any time.

NOTE: Changes are indicated in italics/bold.

Board Approved: 12-7-16

Mission: “Ensure a culturally diverse education for each student in a safe, healthy and supportive environment that prepares students for college and career opportunities.”