

OXNARD SCHOOL DISTRICT

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



BOARD OF TRUSTEES

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

ADMINISTRATION

Dr. Cesar Morales
District Superintendent
Mrs. Janet Penanhoat
Assistant Superintendent,
Business & Fiscal Services
Dr. Jesus Vaca
Assistant Superintendent,
Human Resources & Support Services
Dr. Anabolena DeGenna
Assistant Superintendent,
Educational Services

AGENDA #2
REGULAR BOARD MEETING
Wednesday, August 22, 2018
5:00 p.m. – Study Session
Closed Session to Follow
7:00 PM - Regular Board Meeting

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

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

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

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

August 22, 2018

Section A PRELIMINARY

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

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

ROLL CALL:

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

A.2 Pledge of Allegiance to the Flag

Mr. Pablo Ordaz, Principal at Rose Avenue School of Science and Wellness, will introduce Jordan Lazcano, 5th grader in Ms. Heather Drucker’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 Jazmin Aquino, 5th grader in Ms. Heather Drucker’s class. Then will be read in Spanish by Claudia Ruiz, 5th grader in Mr. Paul Ramirez’ class both students at Rose Avenue School of Science and Wellness.

A.4 Presentation by Rose Avenue School of Science and Wellness

Mr. Pablo Ordaz will provide a short presentation to the Board regarding Rose Avenue School of Science and Wellness. Following the presentation President Cordes will present a token of appreciation to the students that participated in the Board Meeting.

A.5 Adoption of Agenda (Superintendent)

Moved:
Seconded:
Vote:

ROLL CALL VOTE:

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

A.6 Study Session: Therapeutic Learning Classrooms Update (DeGenna/Sugden)

The Director of Special Education Services will provide the Board of Trustees an overview of the district’s new Therapeutic Learning Classrooms opening at McAuliffe Elementary for 2018-2019 school year.

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

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

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

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

Section A
PRELIMINARY
(continued)

A.8 Closed Session

1. Pursuant to Section 54956.9 of *Government Code*:
 - Conference with Legal Counsel – Anticipated Litigation: 1 case
 - Conference with Legal Counsel – Existing Litigation: 2 cases
 - Office of Administrative Services Case No. OAH 2018020637
 - J.R. v. Oxnard School District et al. Central District No. CV-04304-JAK-FFM

2. Pursuant to Section 48916 of the *Education Code* the Board will consider student matters including:
 - None.

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 at Teal Club Road, North of Teal Club Road, South of Doris Avenue

 Agency Negotiators: Superintendent/Assistant Superintendent, Business & Fiscal Services/ Garcia Hernandez & Sawhney, LLP/ Caldwell Flores Winters Inc.

 Negotiating Parties: Dennis Hardgrave on behalf of the property owners
 Under Negotiations: Instruction to agency negotiator on price and terms.

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 Vaca

A.9 Reconvene to Open Session

7:00 PM

A.10 Report Out of Closed Session

The Board will report on any action taken in closed session or take action on any item considered in closed session:

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

Section B

PUBLIC COMMENT/HEARINGS

B.1 Public Comment (3 minutes per speaker)

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

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

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

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

Section C

CONSENT AGENDA

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

Notes:
Moved:
Seconded:

ROLL CALL VOTE:

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

C.1 Agreements

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

Academic:

- #18-80 Ventura County Office of Education to provide professional development to teachers in the Oxnard School District for the 2018-2019 school year in the area of ELA for Reading Specialist, Kindergarten Writing Skills support, and History-Social Science (HSS) curriculum adoption facilitation sessions, amount not to exceed \$47,427.60; to be paid with Title I funds. DeGenna

Enrichment:

- #18-59 Channel Islands Maritime Museum – to provide activities related to the maritime history of Oxnard, California for students in the After School Program, during the 2018-2019 school year; amount not to exceed \$2,500.00, to be paid with ASES Grant funds. DeGenna/
Thomas
- #18-62 Action Preparedness Training to provide CPR training and First Aid training to Special Education teachers and support staff as needed for the 2018-2019 school year; amount not to exceed \$6,350.00, to be paid with Special Education funds. DeGenna/
Sugden
- #18-66 Ventura County Office of Education/SELPA, service agreement with Ventura County Office of Education/SELPA, effective September 1, 2018 through July 31, 2019, for services from Social/Emotional Services Specialist (SESS); amount not to exceed \$224,640.00, to be paid with Special Education funds. DeGenna/
Sugden
- #18-67 Ventura County Office of Education/SELPA, service agreement with Ventura County Office of Education/SELPA, effective September 1, 2018 through July 31, 2019, for Occupational Therapist (OT), and Certified Occupational Therapist Assistant (COTA) services; amount not to exceed \$97,920.00, to be paid with Special Education funds. DeGenna/
Sugden
- #18-84 Inclusive Education & Community Partnership to provide professional development to the staff of the Special Education Services Department during the 2018-2019 school year; amount not to exceed \$25,000.00, to be paid with Special Education funds. DeGenna/
Sugden
- #18-85 Anita C. Boxer, M.A., CCC/SLP to provide Independent Education Evaluator Services to the Special Education Department during the 2018-2019 academic year to provide complete speech and language assessments including record review, face to face testing, a comprehensive written speech assessment report, and IEP attendance; amount not to exceed \$5,000.00, to be paid with Special Education funds. DeGenna/
Sugden

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

Section C
CONSENT AGENDA
(continued)

C.1 Agreements (continued)

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

Support Services:

- #18-65 Lumos Transforms LLC to provide three-week Resilience Toolkit workshop series to School Psychologists and Speech Language Pathologists, during the 2018-2019 school year, which includes lecture, discussion, and participatory activities; amount not to exceed \$16,500.00, to be paid with Special Education funds. DeGenna/
Sugden
- #18-81 SIRAS Systems, Inc. to assist the Oxnard School District with the development of SST and 504 Plan forms and will include uploading, configuring and creating form warnings for each form during the 2018-2019 school year; amount not to exceed \$3,925.00, to be paid from the General Fund. DeGenna/
Ridge

C.2 Ratification of Agreements

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

Academic:

- Amendment #2 to Agreement #16-229 with Center for Teaching for Biliteracy, original agreement amount \$81,500.00, Amendment #1 additional \$11,400.00, Amendment #2 additional \$8,200.00, total agreement amount not to exceed \$101,100.00, to be paid with Title I funds. DeGenna

Enrichment:

- #18-60 Hip Hop Mindset will provide hip hop dance lessons to students in the Oxnard School District. The program will provide extra enrichment for students after school; term of agreement July 1, 2018 through June 30, 2019; amount not to exceed \$75,000.00, to be paid from ASES Grant funds. DeGenna/
Thomas
- #18-61 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.; amount not to exceed \$11,200.00, to be paid out of the General Fund. DeGenna/
Lepe
- #18-89 Cecilia Arredondo will provide music enrichment for Grades K-1 during the 2018-2019 school year; amount not to exceed \$4,440.00, to be paid with Title I funds. DeGenna/
Cordes

Special Education:

- Amendment #1 to Agreement #17-54 with Auditory Processing Center, original agreement amount \$5,000.00, Amendment #1 additional \$2,500.00, total agreement amount not to exceed \$7,500.00, to be paid with Special Education funds. DeGenna/
Sugden
- Amendment #2 to Agreement #17-107 with STAR of CA, ERA ED, original agreement amount \$500,000.00; Amendment #1 in the amount of \$242,000.00 for a new agreement cost of \$742,000.00; Amendment #2 in the amount of \$120,000.00; for a new total agreement cost amount not to exceed \$862,000.00, to be paid with Special Education funds. DeGenna/
Sugden

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Section C
CONSENT AGENDA
(continued)

C.2 Ratification of Agreements (continued)

It is recommended that the Board ratify the following agreements:	Dept/School
Special Education:	
<ul style="list-style-type: none"> ▪ Addendum #1 to Agreement #17-125 with Ventura County Office of Education, Special Circumstances Paraeducator Services - original agreement amount \$214,554.12, Addendum #1 is required to cover the balance due for services provided during the 2017-2018 school year; amount not to exceed \$1,994.72, for a new total agreement cost amount not to exceed \$216,548.84, to be paid with Special Education funds. 	DeGenna/ Sugden
<ul style="list-style-type: none"> ▪ Amendment #1 to Agreement #17-148 with Tutorific! - original agreement amount \$30,000.00, Amendment #1 in the amount of \$5,655.00 for a new total agreement cost of \$35,655.00; amount not to exceed \$5,655.00, to be paid with Special Education funds. 	DeGenna/ Sugden
<ul style="list-style-type: none"> ▪ Amendment #1 to Agreement #17-249 with Ventura County Office of Education, Special Circumstances Paraeducator Services (SCP) - original agreement amount \$126,355.60, Addendum #1 increases the amount by \$7,178.76, for a total agreement cost of \$133,534.36. Addendum #1 is required to cover additional services during the 2017-2018 school year; amount not to exceed \$7,178.76, to be paid with Special Education funds. 	DeGenna/ Sugden
<ul style="list-style-type: none"> ▪ Amendment #1 to Agreement #17-264 with Ventura County Office of Education, Special Circumstances Paraeducator Services - original agreement amount \$154,095.20, Addendum #1 increases the amount by \$13,592.66, for a total agreement cost of \$167,687.86. Addendum #1 is required to cover the balance due for services provided; amount not to exceed \$13,592.66, to be paid with Special Education funds. 	DeGenna/ Sugden
<ul style="list-style-type: none"> ▪ Amendment #1 to Agreement #17-302 with Ventura County Office of Education, Special Circumstances Paraeducator Services (SCP) original agreement amount \$65,297.40. Amendment #1 increases the amount by \$29,885.60, for a total agreement cost of \$95,183.00. Addendum #1 is required to cover the balance due for services provided; amount not to exceed \$29,885.60, to be paid with Special Education funds. 	DeGenna/ Sugden
<ul style="list-style-type: none"> ▪ Amendment #1 to Agreement #17-307 with Ventura County Office of Education, Special Circumstances Paraeducator Services (SCP) original agreement amount \$49,715.40. Addendum #1 increases the amount by \$42,928.00, for a total agreement cost of \$92,643.40. Addendum #1 is required to cover the balance due for services provided; amount not to exceed \$42,928.00, to be paid with Special Education funds. 	DeGenna/ Sugden
<ul style="list-style-type: none"> ▪ #17-318 Ventura County Office of Education, Special Circumstances Paraeducator Services to provide services to special education students that consist of support from Special Circumstances Paraeducators; amount not to exceed \$14,582.40, to be paid with Special Education funds. 	DeGenna/ Sugden
<ul style="list-style-type: none"> ▪ #17-319 Assistance League, Non-Public School, NPS to provide a program of instruction, which is consistent with the pupils' individual educational plans as specified in the individual service agreements; amount not to exceed \$3,400.00, to be paid with Special Education funds. 	DeGenna/ Sugden

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Section C
CONSENT AGENDA
(continued)

C.2 Ratification of Agreements (continued)

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

Special Education:

- #18-35 Assistance League, Non-Public School, NPS to provide a program of instruction, which is consistent with the pupils' individual educational plans as specified in the individual service agreements; amount not to exceed \$66,000.00, to be paid with Special Education funds. DeGenna/
Sugden
- #18-63 Educational Equity for All to provide professional development to Autism and Moderate to Severe teachers and support staff during the 2018-2019 school year; amount not to exceed \$4,800.00, to be paid with Special Education funds. DeGenna/
Sugden
- #18-64 Autism Learning Partners LLC to provide 1:1 Behavior Support Services to students, parents, and staff during the 2018-2019 academic year; amount not to exceed \$130,000.00, to be paid with Special Education funds. DeGenna/
Sugden
- #18-68 Ventura County Office of Education/SELPA, service agreement with Ventura County Office of Education/SELPA, effective July 1, 2018 through June 30, 2019, for school based counseling services; amount not to exceed \$60,000.00, to be paid with Special Education funds. DeGenna/
Sugden
- #18-69 JLJ Consulting to assist Oxnard School District Special Education Department, and work collaboratively with the leadership team to develop and implement professional development for assessment team members; amount not to exceed \$111,000.00, to be paid with Special Education funds. DeGenna/
Sugden
- #18-70 360 Degree Customer, Inc., to provide supplemental staffing to the Oxnard School District on an "as needed" basis. 360 Degree Customer, Inc. will be responsible for payment of each of their service provider's wages and insurance, including worker's compensation and general liability; amount not to exceed \$700,000.00, to be paid with Special Education funds. DeGenna/
Sugden
- #18-71 MyTherapyCompany, LLC to provide supplemental staffing including Speech Language Therapist, Speech Language Therapist Assistant, Occupational Therapist and School Psychologist, to the Oxnard School District on an "as needed" basis; amount not to exceed \$200,000.00, to be paid with Special Education funds. DeGenna/
Sugden
- #18-72 Therapy Travelers to provide supplemental staffing including Speech Language Therapist, Speech Language Therapist Assistant, Occupational Therapist and School Psychologist, to the Oxnard School District on an "as needed" basis; amount not to exceed \$300,000.00, to be paid with Special Education funds. DeGenna/
Sugden
- #18-73 STAR of CA, ERA ED to provide classroom support and 1:1 Behavior Therapists for identified special education and general education students during the 2018-2019 school year; amount not to exceed \$826,000.00, to be paid with Special Education funds. DeGenna/
Sugden
- #18-74 Cronin Assessment to provide Independent Evaluator Services for the Special Education Services Department during the 2018-2019 academic year to complete psychoeducational evaluations; amount not to exceed \$30,000.00, to be paid with Special Education funds. DeGenna/
Sugden

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Section C
CONSENT AGENDA
(continued)

C.2 Ratification of Agreements (continued)

It is recommended that the Board ratify the following agreements:

	Dept/School
Special Education (continued):	
▪ #18-75 Key2Ed, Inc. will provide Facilitated IEP Professional Development for the Special Education Services Department during the 2018-2019 academic year; amount not to exceed \$48,000.00, to be paid with Special Education funds.	DeGenna/ Sugden
▪ #18-83 Haynes Education Center & S.T.A.R. Academy to provide support services to the Special Education Services Department during the 2018-2019 school year; amount not to exceed \$140,000.00, to be paid with Special Education funds.	DeGenna/ Sugden
▪ #18-88 McGraw-Hill Education to provide professional development to the Special Education Services for the period of July 1, 2018 through June 30, 2019; amount not to exceed \$7,500.00, to be paid with Special Education funds.	DeGenna/ Sugden
Support Services:	
▪ Amendment #1 to Agreement #17-127 with VCOE Hearing Conservation & Audiology Services, original agreement amount \$74,900.00 per school year, until the agreement is terminated, or a new agreement is put in place. Amendment #1 is required to cover an increase of \$650.00 per year, for a revised yearly total agreement amount of \$75,550.00. The amendment is required due to an increase in the cost of the Central Auditory Processing Assessment that has increased from \$850.00 to \$1,500.00 as of July 1, 2018; total agreement amount not to exceed \$75,550.00, to be paid from the General Fund.	DeGenna/ Ridge
▪ #18-76 New Dawn Counseling & Consulting Inc. to provide licensed Marriage, Family Therapist Interns, (MFT), registered with the California State Board of Behavioral Science Examiners, to work in conjunction with school administrators and Outreach Specialists to provide mental health services, as requested by the parent/guardian, to students in the Oxnard School District; no fiscal impact.	DeGenna/ Ridge
▪ #18-77 Channel Islands Lions Club - The purpose of the Agreement/MOU is to establish and maintain a provision of service relationship between the Oxnard School District and Channel Islands Lions Club. Channel Islands Lions Club agrees to provide free eye exams and/or glasses to the students in the Oxnard School District who meet the requirement of not having vision insurance during the 2018-2019 school year; no fiscal impact.	DeGenna/ Ridge
▪ #18-78 Terra Firma Enterprises (TFE) to provide twenty (20) school site School Emergency Response Team trainings, a streamlined version (8 hours) of the Community Emergency Response Team (CERT). Trainings will focus on the needs of the school sites and will take place during the 2018-2019 fiscal year; amount not to exceed \$19,500.00, to be paid with Safety Credits.	Vaca/ Magana
▪ #18-79 Kids & Families Together - This agreement/MOU explains and confirms roles, responsibilities, and collaboration between the Oxnard School District and Kids and Families Together (K&FT). It describes the development and implementation of Community Coalitions focused on Kinship Families; families who are caring for related children and youth. This group is to be known as the "Kinship Community Coalition"; no fiscal impact.	DeGenna/ Ridge
▪ #18-82 Orange County Department of Education - This agreement with the Orange County Department of Education (OCDE) is for work within the California SUMS initiative - Scaling Up Multi-Tiered System of Support (MTSS). OCDE is leading California's effort within the domain of MTSS, and is providing funding (maximum \$50,000.00) for districts to support this work, term of agreement is June 1, 2018 through June 30, 2020; no fiscal impact.	DeGenna/ Ridge

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

Section C
CONSENT AGENDA
(continued)

C.2 Ratification of Agreements (continued)

It is recommended that the Board ratify the following agreements:

Dept/School

Support Services (continued):

- #18-86 County of Ventura - The communities where the social workers will be placed have been identified by the County of Ventura/County Human Services Agency census data as having the highest rates of referrals and cases for abuse and neglect. The programs that are being provided are preventative in nature and help support parents on issues relating to attendance and behavior. In addition, these Social Workers serve on the district's SARB Board, supporting the entire district; amount not to exceed \$109,115.00, to be paid with MAA funds. DeGenna/
Ridge
- #18-90 Interface Children and Family Services to provide trained staff to work in conjunction with school administrators and staff to coordinate and facilitate Youth Crisis Outreach, Family Violence Intervention Services and Mental Health Services, term of agreement is July 1, 2018 through June 30, 2019; no fiscal impact. DeGenna/
Ridge

C.3 Approval of Work Authorization Letter #9 ("WAL #9") for Agreement #13-154 with NV5 West Inc., to provide Environmental Support Services for the Seabridge New School Project (Penanhoat/Fateh/CFW)

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Facilities, in consultation with Caldwell Flores Winters, that the Board of Trustees approve WAL #9 for Master Agreement #13-154 with NV5 West Inc.; amount not to exceed \$19,850.00, to be paid out of the Master Construct & Implementation Funds.

C.4 Approval of Work Authorization Letter #12 ("WAL #12") for Agreement #13-131 for Rincon Consultants Inc. to provide Environmental Support Services for the McAuliffe Elementary School Kindergarten Flex Project (Penanhoat/Fateh/CFW)

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Facilities, in consultation with CFW, that the Board of Trustees approve Work Authorization Letter #12 to Agreement #13-131 with Rincon Consultants Inc. to provide soil analysis for the McAuliffe Elementary School Kindergarten Flex Project; amount not to exceed \$11,888.00, to be paid out of the Master Construct and Implementation Funds.

C.5 Approval of Work Authorization Letter #13 ("WAL #13") for Agreement #13-131 for Rincon Consultants Inc. to provide Environmental Support Services for the Ritchen Elementary School Kindergarten Flex Project (Penanhoat/Fateh/CFW)

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Facilities, in consultation with CFW, that the Board of Trustees approve Work Authorization Letter #13 to Agreement #13-131 with Rincon Consultants Inc. to provide soil analysis for the Ritchen Elementary School Kindergarten Flex Project; amount not to exceed \$11,888.00, to be paid out of the Master Construct and Implementation Funds.

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

Section C CONSENT AGENDA

(continued)

C.6 Approval of Work Authorization Letter #14 (“WAL #14”) for Agreement #13-131 for Rincon Consultants Inc. to provide Environmental Support Services for the Rose Avenue Elementary School Reconstruction Project (Penanhoat/Fateh/CFW)

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Facilities, in consultation with CFW, that the Board of Trustees approve Work Authorization Letter #14 to Agreement #13-131 with Rincon Consultants Inc. to provide soil analysis for the Rose Avenue Elementary School Reconstruction Project; amount not to exceed \$25,566.00, to be paid out of the Master Construct and Implementation Funds.

C.7 Approval of Contractor Contingency Allocation No. 002 to the Marshall New Classroom Building Project’s Contractor Contingency for an Increase of Cost for the Work Associated with the Project (Penanhoat/Fateh/CFW)

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Facilities, in conjunction with Caldwell Flores Winters, Inc., that the Board of Trustees approve Contingency Allocation No. 002 to Construction Services Agreement #17-117 with Bernards, for additional items of work related to the Marshall New Classroom Building Project; amount not to exceed \$21,399.00, to be paid from the Master Construct and Implementation Funds.

C.8 Approval to Attend Out of State Conference – New York City, NY (DeGenna/Thomas)

It is the recommendation of the Assistant Superintendent, Educational Services, and the Director Curriculum, Instruction and Accountability that the Board of Trustees approve the out-of-state conference attendance as outlined above; amount not to exceed \$3,000.00, to be paid from ASES funds.

C.9 Approval to Attend Out of State Conference – Kansas City, Missouri (DeGenna/Thomas)

It is the recommendation of the Assistant Superintendent, Educational Services, and the Director Curriculum, Instruction and Accountability that the Board of Trustees approve the out-of-state conference attendance as outlined above; amount not to exceed \$2,500.00, to be paid from ASES funds.

C.10 Personnel Actions (Vaca/Nair)

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 submitted.

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

Section D ACTION ITEMS

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

D.1 Approval of the Variable Term Waiver for a Provisional Internship Permit Authorization in Physical Education for Andrew Browning (Vaca)

The District is recommending that the Board of Trustees approve this action item for the Variable Term Waiver for a provisional internship permit authorization in Physical Education, as described under Education Code: Title 5 80021.1 for Andrew Browning to serve as a Physical Education teacher at Kamala Elementary School for the 2018/19 school year beginning August 14, 2018, while he is working towards entering an internship program.

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

It is the recommendation of the Assistant Superintendent of Human Resources that the Board of Trustees approve the Variable Term Waiver for a provisional internship permit authorization in Physical Education for Andrew Browning, as presented.

ROLL CALL VOTE:

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

D.2 Approval of the Variable Term Waiver for a Provisional Internship Permit (PIP) Authorization in Special Education for Lauren Nales (Vaca)

There is a current shortage of Special Education teachers in the State of California. The District is recommending that the Board of Trustees approve this action item for the Variable Term Waiver for a provisional internship permit authorization in Special Education, as described under Education Code: Title 5 80021.1, for Lauren Nales to serve as a Special Education M/M teacher at Marshall/Ritchen Elementary School for the 2018/19 school year beginning August 14, 2018, while she is working towards entering an internship program.

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

It is the recommendation of the Assistant Superintendent of Human Resources that the Board of Trustees approve the Variable Term Waiver for a provisional internship permit authorization in Special Education M/M for Lauren Nales, as presented.

ROLL CALL VOTE:

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

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

Section E
APPROVAL OF MINUTES

E.1 Approval of Minutes

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

- April 19, 2017, Regular Board Meeting
- April 24, 2017, Special Board Meeting
- May 3, 2017, Regular Board Meeting
- May 10, 2017, Special Board Meeting

Moved:
Seconded:
Vote:

ROLL CALL VOTE:

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

**Note: No new items will be considered after 10:00 p.m. in accordance with
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Section F
BOARD POLICIES

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

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

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

Revision BP and AR 5113	Students ABSENCES AND EXCUSES	DeGenna
----------------------------	----------------------------------	---------

ROLL CALL VOTE:

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

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

Section G CONCLUSION

G.1 Superintendent's Announcements (3 minutes)

A brief report will be presented concerning noteworthy activities of district staff, matters of general interest to the Board, and pertinent and timely state and federal legislation.

Notes:

G.2 Trustees' Announcements (3 minutes each speaker)

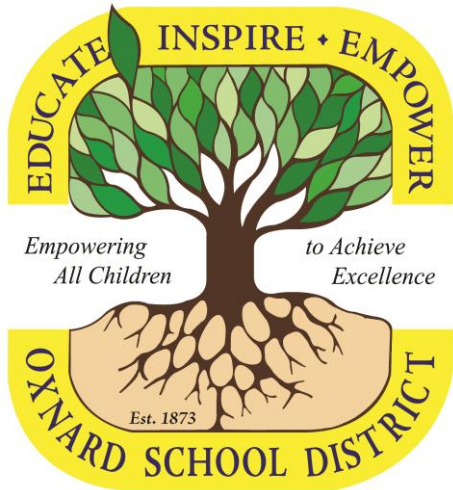
The trustees' report is provided for the purpose of making announcements, providing conference and visitation summaries, coordinating meeting dates, identifying board representation on committees, and providing other information of general interest.

Notes:

G.3 ADJOURNMENT

Moved:
Seconded:
Vote:

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



Vision:

Empowering All Children to Achieve Excellence

Mission:

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



Visión:

Capacitar a cada alumno para que logre la excelencia académica

Misión:

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

OSD BOARD AGENDA ITEM

Name of Contributor: Ana DeGenna

Date of Meeting 8-22-18

- A. Preliminary _____
Study Session X
Report _____
- B. Hearing: _____
- C. Consent Agenda _____

Agreement Category:

- ___ Academic
- ___ Enrichment
- X Special Education
- ___ Support Services
- ___ Personnel
- ___ Legal
- ___ Facilities

- D. Action Items _____
- E. Approval of Minutes _____
- F. Board Policies 1st Reading _____ 2nd Reading _____

Communication Update: DeGenna/Sugden

The Director of Special Education Services will provide an overview regarding the district's new Therapeutic Learning Classrooms opening at McAuliffe Elementary for 2018-2019 school year.

FISCAL IMPACT:

Two new classes at McAuliffe

RECOMMENDATION:

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

ADDITIONAL MATERIAL: PowerPoint presentation

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Ana DeGenna

Date of Meeting: 8/22/18

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

Approval of Agreement/MOU #18-80, Ventura County Office of Education (DeGenna)

VCOE will provide professional development to teachers in the Oxnard School District for the 2018-2019 school year in the area of ELA for Reading Specialist, Kindergarten Writing Skills support, and History-Social Science (HSS) curriculum adoption facilitation sessions.

VCOE will also offer mathematics support to include a review of the CAASPP System.

FISCAL IMPACT:

Not to exceed \$47,427.60 – Title I

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement/MOU #18-80 with the Ventura County Office of Education.

ADDITIONAL MATERIAL(S):

Attached: Agreement/MOU #18-80, Ventura County Office of Education (2 Pages)

**AGREEMENT #18-80 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 Mathematics California Common Core State Standards (CCSS), and support for the implementation of English Language Arts including Reading Foundational Skills and data based differentiated instruction, History and Social Science (HSS) curriculum adoption and principals’ leadership training and coaching.

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 CCSS implementation support for teachers, coaches, and administrators, H/SS adoption and instructional best practices. 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 eight ELA PD days to include 5 days with the Reading Specialists and 3 days for the Kindergarten Writing make-up skills support at the VCOE including VCOE room, beverages and breakfast snacks (Dates TBD) with CI staff fee for a total of \$10,216.00.
 - b. Provide ten (10) customized full day ELA data informed differentiation instruction PD for K-1 teachers at a designated OSD location (Dates TBD) with CI staff for a fee of \$14,500.00.
 - c. Provide four days, with two sessions each for grades 6th, 7th and 8th (Dates TBD) of mathematics support to include a review of the CAASPP System, the connection of state assessment, formative assessments and the digital library with two CI staff with up to 30 certificated staff for each 6-8 grade level session at a designated OSD location: Fees include customized design and facilitation for a total of \$8,400.00.
 - d. Provide up to five (5) full day History/Social Science adoption facilitation sessions to the OSD District curriculum adoption committees (elementary and middle school committees) on (Dates TBD). The facilitation will be provided by two VCOE curriculum and instruction staff for a total fee of 10,000.00.
 - e. Maintain ownership of all documents and data produced in the training sessions.

2. **Oxnard School District agrees to:**
 - a. Ensure each participant has access to the appropriate set of CCSS standards for ELA, ELD and mathematics.
 - 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 \$43,116.00 and the additional materials, handouts and graphics charges for training not to exceed \$3,311.60 for a total not to exceed amount of \$47,427.60.

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 23, 2018 and June 2019.

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, Executive Director, Business

Date

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Ana DeGenna

Date of Meeting: 8/22/18

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

**Approval of Agreement/MOU #18-59 – Channel Islands Maritime Museum
(DeGenna/Thomas)**

The Channel Islands Maritime Museum will provide activities related to the maritime history of Oxnard, CA. for students in the After School Program, during the 2018-2019 school year.

FISCAL IMPACT:

\$2,500.00 – ASES

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 #18-59 with the the Channel Islands Maritime Museum.

ADDITIONAL MATERIAL(S):

Attached: Agreement/MOU #18-59, Channel Islands Maritime Museum (1 Page)

**AGREEMENT/MOU #18-59 BETWEEN
CHANNEL ISLANDS MARITIME MUSEUM AND OXNARD SCHOOL DISTRICT
FOR EDUCATION PROGRAMS, FIELD TRIPS AND OUTREACH
TO OXNARD SCHOOL DISTRICT STUDENTS**

The scope of this document is to define the roles and responsibilities of Channel Islands Maritime Museum. The purpose is to provide education programs, field trips and outreach to students in Oxnard School District.

This serves as a Memorandum of Understanding and Responsibility Agreement that the **Oxnard School District** and Channel Islands Maritime Museum will work together to educate students about Maritime history. Both the Channel Islands Maritime Museum and Oxnard School District, according to its defined role, agrees to participate in coordinating, providing and financing the following services for the purpose of this agreement.

1. **Channel Islands Maritime Museum agrees to:**
 - a. Provide an introduction and lessons regarding Maritime art and culture.
 - b. Provide docent led activities for \$3 per student.
 - c. Provide an insurance certificate that meets the requirements of Oxnard School District Risk Management department.
 - d. Provide follow up activities when funding and time allows.
 - e. Provide staff development training for after school staff prior to first field trip

2. **Oxnard School District agrees to:**
 - a. Arrange transportation.
 - b. Review pre-lessons for participating students.
 - c. Participate in post visit activity that will be shared with the museum.
 - d. Cover the cost of printed materials.

This Memorandum of Understanding and Responsibility Agreement shall be effective upon signature and implemented September 2018-June 2019.

CHANNEL ISLANDS MARITIME MUSEUM:

Peter Crabbe

Date

OXNARD SCHOOL DISTRICT:

Lisa Franz, Director, Purchasing

Date

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Ana DeGenna

Date of Meeting: 8/22/18

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

Approval of Agreement #18-62 - Action Preparedness Training (DeGenna/Sugden)

Glenda C. Mahon of Action Preparedness Training will provide CPR training and First Aid training to Special Education teachers and support staff as needed for the 2018-2019 school year.

Action Preparedness Training offers OSHA and EMSA compliant CPR/AED and First Aid training classes to school staff at a special rate. Certification is valid for 2 years. Classes typically run from 4-6 hours.

FISCAL IMPACT:

The cost is \$50 per person, total amount not to exceed \$6,350.00 – Special Ed. 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 #18-62 with Action Preparedness Training.

ADDITIONAL MATERIAL(S):

Attached: Agreement #18-62, Action Preparedness Training (13 Pages)
Proposal (1 Page)
Certificate of Insurance (2 Pages)

OXNARD SCHOOL DISTRICT

Agreement #18-62

AGREEMENT FOR CONSULTANT SERVICES

This Agreement for Consultant Services (“Agreement”) is entered into as of this 22nd day of August, 2018 by and between the Oxnard School District (“District”) and Action Preparedness Training (“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 23, 2018** through **June 30, 2019** (the “Term”). This Agreement may be extended only by amendment, signed by the Parties, prior to the expiration of the Term.
- Time for Performance.** The scope of services set forth in Exhibit A shall be completed during the Term pursuant to the schedule specified Exhibit A. Should the scope of services not be completed pursuant to that schedule, the Consultant shall be deemed to be in Default as provided below. The District, in its sole discretion, may choose not to enforce the Default provisions of this Agreement and may instead allow Consultant to continue performing the Services.
- Compensation and Method of Payment.** Subject to any limitations set forth below or elsewhere in this Agreement, District agrees to pay Consultant the amounts specified in Exhibit B “Compensation”. The total compensation, including reimbursement for actual expenses, shall not exceed Six Thousand Three Hundred Fifty Dollars (\$6,350.00) (\$50.00 per OSD staff member), 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: Action Preparedness Training
951 Woodland Avenue
Ojai, CA 93023-4156
Attention: Glenda C. Mahon
Phone: (805) 340.6333
Fax: (805) 649.5789

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:

ACTION PREPAREDNESS TRAINING:

Signature

Signature

Lisa A. Franz, Director, Purchasing

Typed Name/Title

Typed Name/Title

Date

Date

Tax Identification Number: 95-6002318

Tax Identification Number: _____

- Not Project Related
- Project #18-62

EXHIBIT A
TO AGREEMENT FOR CONSULTANT SERVICES #18-62

SERVICES

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

***SEE ATTACHED PROPOSAL**

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

***SEE ATTACHED PROPOSAL**

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

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

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

- None.
- See attached list.

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

- None.
- See attached list.

VII. AMENDMENT

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

- Not Project Related
 Project #18-62

EXHIBIT B
TO AGREEMENT FOR CONSULTANT SERVICES #18-62

COMPENSATION

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

**TOTAL FEE NOT TO EXCEED \$6,350.00 (\$50.00 per OSD staff member)

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 \$6,350.00 (\$50.00 per OSD staff member), as provided in Section 4 of this Agreement.

- Not Project Related
 Project #18-62

EXHIBIT C
TO AGREEMENT FOR CONSULTANT SERVICES #18-62

INSURANCE

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

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

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

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

(3) Insurance coverage should include:

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

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

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

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

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

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

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

Not Project Related

Project #18-62

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

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

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

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

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

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

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

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

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

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

- Not Project Related
- Project #18-62

EXHIBIT D
TO AGREEMENT FOR CONSULTANT SERVICES #18-62

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, **ACTION PREPAREDNESS TRAINING**, who will provide Services under the Agreement, is is not subject to disclosure obligations.

Date: _____

By: _____
Lisa A. Franz
Director, Purchasing

**Action Preparedness Training
951 Woodland Ave, Ojai CA 93023
(805) 340-6333**

Proposal for 2018

July 16, 2018

Action Preparedness Training will provide CPR/AED training to the Special Education Staff of the Oxnard School District by highly qualified and experienced instructor(s). Certification is valid for 2 years. Classes typically run 2.5 hours and will include adult and child CPR, how to use an AED (Automatic External Defibrillator) and how to recognize signs and symptoms of a heart attack and stroke. First aid training will be provided if requested, but additional time will be required (approximately 3 hours). Upon completion of the CPR/AED/First Aid training, staff will be trained to appropriately respond to a medical or other injury emergency as covered in this course. The certifications provided will be valid for a 2-year period from the date of class.

Staff will receive instruction that will meet or exceed AHA, EMS Safety Services, OSHA and California EMSA standards. Instruction will also be provided in a low stress manner.

Special rate offered for Oxnard School District is \$35 per person for CPR, or \$50 per person for CPR and First Aid Training for EMS Safety Services certification. If American Heart Association is requested, it would be an additional \$20 per discipline due to the increase of the cost of books/cards of the American Heart Association.

Please feel free to contact me with any further questions or concerns at the number listed below. I look forward to meeting your staff and addressing your educational needs.

Glenda Mahon- Owner, EMT
AHA Regional Faculty and Lead Instructor
EMS Safety Services Lead Instructor
(805) 340-6333



Certificate of Insurance

OCCURRENCE POLICY FORM

Print Date: 5/16/2018

Producer Branch Prefix Policy Number Policy Period
018098 970 HPG 0270279679 from 04/23/18 to 04/23/19 at 12:01 AM Standard Time

Named Insured and Address:

Glenda C Mahon
951 Woodland Ave
Ojai, CA 93023-4156

Program Administered by:

Healthcare Providers Service Organization
1100 Virginia Drive, Suite 250
Fort Washington, PA 19034
1-800-982-9491
www.hpsso.com

Medical Specialty:

Basic/Intermediate EMT

Code:

80723

Insurance is provided by:

American Casualty Company of Reading, Pennsylvania
333 S. Wabash Avenue, Chicago, IL 60604

Excludes Cosmetic Procedures

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

Table with 5 columns: Coverage Extension, Amount, Unit, Amount, Aggregate. Includes License Protection, Defendant Expense Benefit, Deposition Representation, Assault, Medical Payments, First Aid, Damage to Property of Others, Information Privacy (HIPAA) Fines and Penalties.

Workplace Liability

Workplace Liability Included in Professional Liability Limit shown above
Fire & Water Legal Liability Included in the PL limit shown above subject to \$150,000 aggregate sublimit
Personal Liability \$1,000,000 aggregate

Total: \$ 138.00

Base Premium \$138.00

Premium reflects Self Employed , Full Time

Policy Forms & Endorsements(Please see attached list for a general description of many common policy forms and endorsements.)

Table with 7 columns of policy form numbers: G-121500-D, G-121503-C, G-121501-C1, G-145184-A, G-147292-A, GSL15563, GSL15564, etc.

Handwritten signature of Chairman of the Board

Handwritten signature of Secretary

Keep this document in a safe place. It 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.

Master Policy # 188711433

G-141241-B (03/2010)

Coverage Change Date:

Endorsement Change Date:

POLICY FORMS & ENDORSEMENTS

The following are the policy forms and endorsements that apply to your current professional liability insurance policy.

COMMON POLICY FORMS & ENDORSEMENTS

<u>FORM #</u>	<u>DESCRIPTION</u>
G-121500-D	Common Policy Conditions
G-121503-C	Workplace Liability Form
G-121501-C1	Occurrence Policy Form - California
G-145184-A	Policyholder Notice - OFAC Compliance Notice
G-147292-A	Policyholder Notice - Silica, Mold & Asbestos Disclosure
GSL15563	Information Privacy Coverage Endorsement HIPAA Fines, Penalties & Notification Costs
GSL15564	Sexual Misconduct Sublimits of Liability Professional Liability & Sexual Misconduct Exclusion
GSL15565	Healthcare Providers Professional Liability Assault Coverage
GSL17101	Exclusion of Specified Activities Reuse of Parenteral Devices and Supplies
GSL13424	Services to Animals
CNA80051	Amended Definition of Personal Injury Endorsement
CNA80052	Distribution or Recording of Material or Information in Violation of Law Exclusion Endorsement
G-123846-D04	California Cancellation and Non-Renewal
CNA81753	Coverage & Cap on Losses from Certified Acts Terrorism
CNA81758	Notice - Offer of Terrorism Coverage & Disclosure of Premium
CNA82011	Related Claims Endorsement
CNA79575	Exclusion of Cosmetic Procedures

PLEASE REFER TO YOUR CERTIFICATE OF INSURANCE FOR THE POLICY FORMS & ENDORSEMENTS SPECIFIC TO YOUR STATE AND YOUR POLICY PERIOD.

For NJ residents: The PLIGA surcharge shown on the Certificate of Insurance is the NJ Property & Liability Insurance Guaranty Association.

For KY residents: The Surcharge shown on the Certificate of Insurance is the KY Firefighters and Law Enforcement Foundation Program Fund and the KY LGPT is the KY Local Government Premium Tax which includes charges at a municipality and/or county level.

For WV residents: The surcharge shown on the Certificate of Insurance is the WV Premium Surcharge.

For FL residents: The FIGA Assessment shown on the Certificate of Insurance is the FL Insurance Guaranty Association - 2012 Regular Assessment.

Form#: G-141241-B (03/2010)

Master Policy#: 188711433

Named Insured: Glenda C Mahon

Policy#: 0270279679

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Ana DeGenna

Date of Meeting: 8/22/18

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

**Approval of Agreement #18-66 - Ventura County Office of Education/SELPA
(DeGenna/Sugden)**

It is recommended that the Board of Trustees approve the service agreement with Ventura County Office of Education/SELPA, effective September 1, 2018 through July 31, 2019, for services from Social/Emotional Services Specialist (SESS).

FISCAL IMPACT:

SESS Services Cost: 52 hours per week at \$90.00 x 48 weeks = \$224,640.00

Total not to exceed: \$224,640.00 - 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 #18-66 with the Ventura County Office of Education/SELPA.

ADDITIONAL MATERIAL(S):

Attached: Agreement #18-66, Ventura County Office of Education/SELPA (1 Page)

Ventura County SELPA
AGREEMENT
FOR SOCIAL/EMOTIONAL SERVICES SPECIALIST
2018-2019

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

Social/Emotional Services Specialist

Hours/Days per week: 52 hours per week

Cost per hour: \$90.00 per hour

Formula: $(52 \text{ hrs/wk} \times \$90\text{hr}) = \$4,680.00 \times 48 \text{ weeks} = \$224,640.00$

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

SELPA Social/Emotional Services Specialists and District Administrator will work together to develop a schedule of duties to best meet the District's needs. SELPA Specialists will be accountable to the District for carrying out these duties and will provide a monthly schedule to district upon request.

The District will be responsible for costs for **all regularly scheduled times**, regardless of whether or not direct services are provided. *Prior authorization by District Administrator must be obtained* if extra overtime hours are necessary in order to accomplish duties requested by the District. Overtime hours will be accrued as compensation time at 1 ½ hours per hour.

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

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

If you have a balance in your Discretionary Mental Health budget, those funds will be accessed to pay for the service. The District Special Education Director will receive a monthly statement noting amount spent. If the funds (#6512) have been exhausted, the SELPA will bill the district directly, unless another account has been indicated by the District Special Education Director.

*Please note, in the event of district's need to reduce hours, the SELPA must be given 90 days notice of the district's intent to reduce hours. If a 90 day notice is not given, the district will be billed during that period for the original contracted hours.

This agreement is in effect from September 1, 2018 through July 31, 2019.

District Administrator Lisa A. Franz

Title Director, Purchasing Date _____

SELPA Director *Regina O'Neil* Date *6/1/18*

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Ana DeGenna

Date of Meeting: 8/22/18

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

**Approval of Agreement #18-67 - Ventura County Office of Education/SELPA
(DeGenna/Sugden)**

It is recommended that the Board of Trustees approve the service agreement with Ventura County Office of Education/SELPA, effective September 1, 2018 through July 31, 2019, for Occupational Therapist (OT), and Certified Occupational Therapist Assistant (COTA) services.

FISCAL IMPACT:

OT/COTA Services Cost: 24 hours per week at \$85.00 x 48 weeks = \$97,920.00

Grand Total not to exceed: \$97,920.00 - 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 #18-67 with the Ventura County Office of Education/SELPA.

ADDITIONAL MATERIAL(S):

Attached: Agreement #18-67, Ventura County Office of Education/SELPA (1 Page)

VENTURA COUNTY SELPA
AGREEMENT
FOR OCCUPATIONAL THERAPY SERVICES
2018-2019

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

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

Hours/Days per week: 24 Hours per week

Cost per hour: \$85.00 -OTR; \$75.00 –COTA

Formula: $(24 \text{ hrs/wk} \times \$85\text{hr}) = \$2,040.00 \times 48\text{weeks} = \$97,920.00$

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

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

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

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

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

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

*Please note, in the event of district’s need to reduce hours, the SELPA must be given 90 days notice of the district’s intent to reduce hours. If a 90 day notice is not given, the district will be billed during that period for the original contracted hours.

This agreement is in effect from September 1, 2018 thru July 31, 2019.

District Administrator Lisa A. Franz

Title Director, Purchasing Date _____

SELPA Director  Date 6/13/18

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Ana DeGenna

Date of Meeting: 8/22/18

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

**Approval of Agreement #18-84 – Inclusive Education & Community Partnership
(DeGenna/Sugden)**

Inclusive Education & Community Partnership will provide professional development to the staff of the Special Education Services Department during the 2018-2019 school year in the following areas:

- Inclusive Education practices
- Building relationships between General and Special Education teachers
- Identifying integration times of day/activities for greatest student success
- Providing positive behavioral supports in a General Education classroom
- Curriculum and activity adaptation
- Facilitating play during recess periods
- Co-teaching
- Creating a learning center model
- Special Education as a service not a place

FISCAL IMPACT:

Not to exceed \$25,000.00 - 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 #18-84 with Inclusive Education & Community Partnership.

ADDITIONAL MATERIAL(S):

Attached: Agreement #18-84, Inclusive Education & Community Partnership (13 Pages)
Proposal/Rate Sheet (2 Pages)
Certificate of Insurance (2 Pages)

OXNARD SCHOOL DISTRICT

Agreement #18-84

AGREEMENT FOR CONSULTANT SERVICES

This Agreement for Consultant Services (“Agreement”) is entered into as of this 22nd day of August, 2018 by and between the Oxnard School District (“District”) and Inclusive Education & Community Partnership (“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 23, 2018 through June 30, 2019 (the “Term”). This Agreement may be extended only by amendment, signed by the Parties, prior to the expiration of the Term.
- Time for Performance.** The scope of services set forth in Exhibit A shall be completed during the Term pursuant to the schedule specified Exhibit A. Should the scope of services not be completed pursuant to that schedule, the Consultant shall be deemed to be in Default as provided below. The District, in its sole discretion, may choose not to enforce the Default provisions of this Agreement and may instead allow Consultant to continue performing the Services.
- Compensation and Method of Payment.** Subject to any limitations set forth below or elsewhere in this Agreement, District agrees to pay Consultant the amounts specified in Exhibit B “Compensation”. The total compensation shall not exceed Twenty-Five Thousand Dollars (\$25,000.00), unless additional compensation is approved in writing by the District.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

_____ (Initials)

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

_____ (Initials)

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

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

_____ (Initials)

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

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

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

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

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

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

21. **Indemnification.**

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

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

_____ (Initials)

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

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

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

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

To Consultant: Inclusive Education & Community Partnership
2323 Roosevelt Blvd., #3
Oxnard, CA 93035
Attention: Rick Clemens
Phone: (805) 985.4808
Fax: (805) 985-7623
Email: rickclemens@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:

INCLUSIVE EDUCATION & COMMUNITY PARTNERSHIP:

Signature

Signature

Lisa A. Franz, Director, Purchasing

Typed Name/Title

Typed Name/Title

Date

Date

Tax Identification Number: 95-6002318

Tax Identification Number: _____

- Not Project Related
- Project #18-84

EXHIBIT A
TO AGREEMENT FOR CONSULTANT SERVICES #18-84

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 #18-84

EXHIBIT B
TO AGREEMENT FOR CONSULTANT SERVICES #18-84

COMPENSATION

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

Total compensation shall not exceed Twenty-Five Thousand Dollars (\$25,000.00), unless additional compensation is approved in writing by the District.

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

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

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

IV. The total compensation for the Services shall not exceed \$25,000.00, as provided in Section 4 of this Agreement.

EXHIBIT C
TO AGREEMENT FOR CONSULTANT SERVICES #18-84

INSURANCE

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

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

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

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

(3) Insurance coverage should include:

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

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

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

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

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

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

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

Not Project Related

Project #18-84

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

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

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

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

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

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

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

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

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

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

- Not Project Related
- Project #18-84

EXHIBIT D
TO AGREEMENT FOR CONSULTANT SERVICES #18-84

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, **INCLUSIVE EDUCATION & COMMUNITY PARTNERSHIP**, who will provide Services under the Agreement, is is not subject to disclosure obligations.

Date: _____

By: _____
Lisa A. Franz
Director, Purchasing



Inclusive Education and Community Partnership

2323 Roosevelt Blvd. Suite 3
Oxnard, CA93035

Tel: (805) 985-4808

Email: IECPOffice@aol.com

Fax: (805) 985-7623

Inclusive Services Proposal for Oxnard School District 2018/2019 School Year

This proposal is to provide services in a manner which supports the Oxnard School District in providing more inclusive services to their students who currently spend the majority of their school day in a Special Day Class. The focus of this year's services will be at the McAuliffe Elementary site, and will include all five of the Special Education Classes on McAuliffe. Training will be provided to all teachers at McAuliffe with certain teachers being selected for different levels of training. Training will be didactic and include professional workshops and in-class coaching.

Trainings topics will be identified through collaboration with District and school site administrators and through observation and interview with McAuliffe staff. Workshops on identified topics will be provided monthly and hands on coaching addressing workshop content will be delivered two full days per month. Training topics may include:

Inclusive education practices

- Building relationships between General and Special Education teachers.
- Identifying integration times of day/activities for greatest student success.
- Providing positive behavioral supports in a general education classroom.
- Curriculum and activity adaptation
- Facilitating play during recess periods
- Co-teaching
- Creating a learning center model
- Special education as a service not a place

In-class coaching will include working with teachers and para educators on developing and implementing specific students' integration plans. Desired outcome will be building onsite capacity among McAuliffe staff to accomplish the following:

Identify times and activities to maximize student inclusion into general education classes activities.

Demonstrate best practice strategies to facilitate positive inclusive experiences for students.

Problem solve and develop plans to support students staying in general education classes.

Cost of this proposal:

One all staff three hour training, including set up, break down and prep:	\$900
Ten one hour workshops including set up, break down and prep:	\$5000
Twenty days of in-class coaching at seven hours each day (Five days provided by Rick Clemens, and fifteen days provided by an IECF Associate Supervisor)	\$16275

Total cost of proposal: \$22,175.00

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Ana DeGenna

Date of Meeting: 8/22/18

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

Approval of Agreement #18-85 – Anita C. Boxer, M.A., CCC/SLP (DeGenna/Sugden)

Ms. Anita Boxer, M.A., CCC/SLP, will provide Independent Education Evaluator Services to the Special Education Department during the 2018-2019 academic year to provide complete speech and language assessments including record review, face to face testing, a comprehensive written speech assessment report, and IEP attendance (telephone conference).

FISCAL IMPACT:

Not to exceed \$5,000.00 - 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 #18-85 with Anita C. Boxer, M.A., CCC/SLP.

ADDITIONAL MATERIAL(S):

Attached: Agreement #18-85, Anita C. Boxer, M.A., CCC/SLP (13 Pages)
IEE Rate Sheet (1 Page)
Certificate of Insurance (1 Page)

OXNARD SCHOOL DISTRICT

Agreement #18-85

AGREEMENT FOR CONSULTANT SERVICES

This Agreement for Consultant Services (“Agreement”) is entered into as of this 22nd day of August, 2018 by and between the Oxnard School District (“District”) and Anita C. Boxer, M.A., CCC/SLP (“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 23, 2018 through June 30, 2019 (the “Term”). This Agreement may be extended only by amendment, signed by the Parties, prior to the expiration of the Term.
- Time for Performance.** The scope of services set forth in Exhibit A shall be completed during the Term pursuant to the schedule specified Exhibit A. Should the scope of services not be completed pursuant to that schedule, the Consultant shall be deemed to be in Default as provided below. The District, in its sole discretion, may choose not to enforce the Default provisions of this Agreement and may instead allow Consultant to continue performing the Services.
- Compensation and Method of Payment.** Subject to any limitations set forth below or elsewhere in this Agreement, District agrees to pay Consultant the amounts specified in Exhibit B “Compensation”. The total compensation shall not exceed Five Thousand Dollars (\$5,000.00), per hourly fees as listed, unless additional compensation is approved in writing by the District.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- a. Consultant agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of District in the performance of this Agreement.
- b. Bylaws of the Board 9270 BB and 9270(BB) E, as hereinafter amended or renumbered, require that a Consultant that qualifies as a “designated employee” must disclose certain financial interests by filing financial interest disclosures. By its initials below, Consultant represents that it has received and reviewed a copy of the Bylaws of the Board 9270 BB and 9270(BB) E and that it [____] does [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: Anita C. Boxer, M.A., CCC/SLP
14429 Ventura Blvd., Suite #117
Sherman Oaks, CA 91423
Phone: (877) 428.8478
Fax:
Email: acboxer@sbcglobal.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:

ANITA C. BOXER, M.A., CCC/SLP:

Signature

Signature

Lisa A. Franz, Director, Purchasing

Typed Name/Title

Typed Name/Title

Date

Date

Tax Identification Number: 95-6002318

Tax Identification Number: _____

- Not Project Related
- Project #18-85

EXHIBIT A
TO AGREEMENT FOR CONSULTANT SERVICES #18-85

SERVICES

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

***PER ATTACHED IEE RATE SHEET**

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

***PER ATTACHED IEE 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 #18-85

EXHIBIT B
TO AGREEMENT FOR CONSULTANT SERVICES #18-85

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 hourly fees as listed, unless additional compensation is approved in writing by the District.

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

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

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

IV. The total compensation for the Services shall not exceed \$5,000.00, as provided in Section 4 of this Agreement.

EXHIBIT C
TO AGREEMENT FOR CONSULTANT SERVICES #18-85

INSURANCE

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

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

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

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

(3) Insurance coverage should include:

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

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

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

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

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

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

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

Not Project Related

Project #18-85

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

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

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

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

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

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

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

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

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

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

- Not Project Related
- Project #18-85

EXHIBIT D
TO AGREEMENT FOR CONSULTANT SERVICES #18-85

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, **ANITA C. BOXER, M.A., CCC/SLP**, who will provide Services under the Agreement, is is not subject to disclosure obligations.

Date: _____

By: _____
Lisa A. Franz
Director, Purchasing

Anita C. Boxer, M.A., CCC/SLP
Speech & Language Services

◆
14429 Ventura Blvd.
Suite 117
Sherman Oaks, CA 91423
Fax: (818) 386-9638
Telephone: (818) 386-9633

Current Rates [2017-2018] – IEE

Middle School & High School	\$2000—2500
Upper Elementary School	\$1700—2000
Lower Elementary School	\$1500—1700
Preschool	\$1200—1500
Hourly Therapy	\$135—160/hour

MEMORANDUM OF INSURANCE

Date Issued 06/27/2018

Producer

Mercer Consumer, a service of
Mercer Health & Benefits Administration LLC
P.O. Box 14576
Des Moines IA 50306-3576
1-800-503-9230

This memorandum is issued as a matter of information only and confers no rights upon the holder. This memorandum does not amend, extend or alter the coverages afforded by the Certificate listed below.

Company Affording Coverage

Liberty Insurance Underwriters Inc

Insured

Anita C Boxer
Suite 117
14429 Ventura Boulevard
Sherman Oaks CA 91423-2671

This is to certify that the Certificate listed below has 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 memorandum may be issued or may pertain, the insurance afforded by the Certificate described herein is subject to all the terms, exclusions and conditions of such Certificate. The limits shown may have been reduced by paid claims.

The Memorandum of Insurance and verification of payment are your evidence of coverage. No coverage is afforded unless the premium is successfully paid in full.

Type of Insurance	Certificate Number	Effective Date	Expiration Date	Limits	
Professional Liability SpeechLangH SE Speech Language Pathologist	AHY-364823008	09/01/2018	09/01/2019	Per Incident/ Occurrence	\$2,000,000
				Annual Aggregate	\$5,000,000
General Liability	AHY-364823008	09/01/2018	09/01/2019	Per Incident/ Occurrence	\$2,000,000
				Annual Aggregate	\$5,000,000

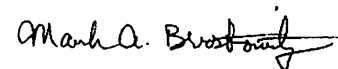
Coverage includes General Liability occurrences at 14429 Ventura Blvd Suite 117 Sherman Oaks, CA 91423-2671 but only as respects to claims arising out of the sole negligence of the Persons Insured under the provisions of this policy.

Memorandum Holder:

Should the above describe Certificate be cancelled before the expiration date thereof, the issuing company will endeavor to mail 30 days written notice to the Memorandum Holder named to the left, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives.

Authorized Representative

Mark Brostowitz



OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Ana DeGenna

Date of Meeting: 8/22/18

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

Approval of Agreement #18-65 – Lumos Transforms LLC (DeGenna/Sugden)

Lumos Transforms LLC will provide a three-week Resilience Toolkit workshop series to School Psychologists and Speech Language Pathologists, during the 2018-2019 school year, which includes lecture, discussion, and participatory activities on the following topics:

- Physical, mental, emotional and relational effects of stress
- Neurobiology of stress-trauma continuum (Polyvagal Theory)
- Compassion satisfaction, burnout, and secondary traumatic stress
- Mindfulness skill-building
- Therapeutic tremor activation movement sequence instruction and practice
- Application of behavior change theory to support development of regular skill practice

FISCAL IMPACT:

Total cost not to exceed \$16,500.00 – Special Ed. 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 #18-65 with Lumos Transforms LLC.

ADDITIONAL MATERIAL(S):

Attached: Agreement #18-65, Lumos Transforms LLC (13 Pages)
Proposal (2 Pages)

OXNARD SCHOOL DISTRICT

Agreement #18-65

AGREEMENT FOR CONSULTANT SERVICES

This Agreement for Consultant Services (“Agreement”) is entered into as of this 22nd day of August, 2018 by and between the Oxnard School District (“District”) and Lumos Transforms LLC (“Consultant”). District and Consultant are sometimes hereinafter individually referred to as “Party” and hereinafter collectively referred to as the “Parties.”

RECITALS

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

OPERATIVE PROVISIONS

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

- 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 September 1, 2018 through June 30, 2019 (the “Term”). This Agreement may be extended only by amendment, signed by the Parties, prior to the expiration of the Term.
- Time for Performance.** The scope of services set forth in **Exhibit A** shall be completed during the Term pursuant to the schedule specified **Exhibit A**. Should the scope of services not be completed pursuant to that schedule, the Consultant shall be deemed to be in Default as provided below. The District, in its sole discretion, may choose not to enforce the Default provisions of this Agreement and may instead allow Consultant to continue performing the Services.
- Compensation and Method of Payment.** Subject to any limitations set forth below or elsewhere in this Agreement, District agrees to pay Consultant the amounts specified in **Exhibit B** “Compensation”. The total compensation shall not exceed Sixteen Thousand Five Hundred Dollars (\$16,500.00), unless additional compensation is approved in writing by the District.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

_____ (Initials)

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

_____ (Initials)

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

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

_____ (Initials)

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

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

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

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

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

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

21. **Indemnification.**

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

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

_____ (Initials)

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

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

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

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

To Consultant: Lumos Transforms LLC
454 N. Avenue 56, #1
Los Angeles, CA 90042
Attention: Nkem Ndefo
Phone: 323.254.7775
Fax: 323.258.3905

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:

LUMOS TRANSFORMS LLC:

Signature

Signature

Lisa A. Franz, Director, Purchasing

Typed Name/Title

Typed Name/Title

Date

Date

Tax Identification Number: 95-6002318

Tax Identification Number: _____

- Not Project Related
- Project #18-65

EXHIBIT A
TO AGREEMENT FOR CONSULTANT SERVICES #18-65

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 #18-65

EXHIBIT B
TO AGREEMENT FOR CONSULTANT SERVICES #18-65

COMPENSATION

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

Total compensation shall not exceed Sixteen Thousand Five Hundred Dollars (\$16,500.00), 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 \$16,500.00, as provided in Section 4 of this Agreement.

Not Project Related

Project #18-65

EXHIBIT C
TO AGREEMENT FOR CONSULTANT SERVICES #18-65

INSURANCE

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

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

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

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

(3) Insurance coverage should include:

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

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

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

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

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

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

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

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

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

Not Project Related

Project #18-65

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

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

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

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

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

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

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

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

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

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

- Not Project Related
- Project #18-65

EXHIBIT D
TO AGREEMENT FOR CONSULTANT SERVICES #18-65

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, **LUMOS TRANSFORMS LLC**, who will provide Services under the Agreement, is is not subject to disclosure obligations.

Date: _____

By: _____
Lisa A. Franz
Director, Purchasing

THE RESILIENCE TOOLKIT FOR OXNARD SCHOOL DISTRICT

Proposal prepared for Amelia Sugden, Director of Special Education

By Nkem Ndefo, President, Lumos Transforms | June 26, 2018

OVERVIEW

A holistic resilience-building program presents an innovative opportunity to address staff wellness as part of your existing staff capacity building and training initiatives. We propose a mixed didactic-experiential foundational workshop series of *The Resilience Toolkit* over three weeks during the 2018-2019 academic year.

BACKGROUND

Grounded in theory, evidence, and a social justice context, Lumos Transforms' The Resilience Toolkit programs utilize carefully selected mindfulness and movement practices to promote embodied self-awareness, nervous system and emotional regulation, and interpersonal connection, all of which are prerequisites to wellness and success, both academic and professional. The Toolkit empowers each participant with an intersectional and ecologically sensitive framework to identify their own stress physiology and confidently implement appropriate regulation skills that effectively build resilience and the wherewithal to sustain high levels of engagement over time.

In recent pilot programs evaluations of The Resilience Toolkit, social service staff demonstrated 15% increase in resilience, 44% decrease in burnout, and 23% decrease in vicarious trauma as measured by validated questionnaires.

Lumos Transforms' highly experienced team is passionately committed to delivering exceptional service, individualized and responsive to our clients' needs. Our regional staff has a wide range of expertise and has successfully implemented programs from inception to evaluation that have demonstrated statistically significant benefits for social service agencies, healthcare organizations, educational institutions, government agencies, and businesses. Select past clients include:

- Los Angeles Child Guidance Clinic
- Los Angeles County Department of Public Health, Office of Violence and Injury Prevention
- Los Angeles Mayor's Office of Economic Opportunity, Office of Reentry
- Massachusetts General Hospital Office of Global Disaster Response
- New York University's McSilver Institute for Poverty Policy and Research

- Pomona Unified School District
- Stars Behavioral Health Group
- UC Berkeley PATH to Care
- United States Institute for Peace, Middle East and Africa Center

PROGRAM OUTCOMES

Organizational

- Staff stress mitigation and resilience-building
- Improved staff physical and mental health
- Increased job engagement and performance/productivity
- Increased staff morale
- Improved efficacy of existing counseling interventions

Participant

- Develop an embodied awareness of their personal stress physiology
- Select and utilize appropriate regulation skills, including mindfulness and movement, for stress reduction
- Experience lower burnout and secondary traumatic stress rates

PROGRAM DESCRIPTION

A *The Resilience Toolkit* workshop series of three weekly 90-minute sessions (4.5 contact hours), including lecture, discussion, and participatory activities on the following topics:

- Physical, mental, emotional, and relational effects of stress
- Neurobiology of stress-trauma continuum
- Compassion satisfaction, burnout, and secondary traumatic stress
- Mindfulness skill-building through self-reflection and movement
- Application of behavior change theory to support development of regular skill practice

Lumos provides:

- Handouts for in class activities and instructional materials for independent practice
- Mats and blankets for movement practice (up to 25)

Oxnard School District provides:

- Projector and screen (can be provided by Lumos if not available onsite)
- Writing materials for participants
- Room with open floor space of 25-30 sq. feet per participant

Cost

- \$2,750/up to 25 participants
- \$4,250/Two groups of 20-25 participants/each (max total 50 participants)*

*Groups scheduled consecutively on same day

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Ana DeGenna

Date of Meeting: 8/22/18

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

Approval of Agreement/MOU #18-81 – SIRAS Systems, Inc. (DeGenna/Ridge)

SIRAS Systems, Inc. specializes in the development of customized database solutions that are web based. SIRAS Systems, Inc. will assist the Oxnard School District with the development of SST and 504 Plan forms and will include uploading, configuring and creating form warnings for each form during the 2018-2019 school year.

The SST Tracker Module from SIRAS Systems uses an organized workflow to assist the user in tracking and planning Student Study Team meetings and response to intervention. The system generates and validates the SST forms and procedures needed to determine how best to serve the student to ensure the students success in school, and address medical, behavior, and/or academic concerns. The system also helps by assisting in a progression of response to intervention (RTI) in academic and behavioral strategies in all three tiers.

FISCAL IMPACT:

\$3,925.00 – General Fund

RECOMMENDATION:

It is recommended by the Director, Pupil Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement/MOU #18-81 with SIRAS Systems, Inc.

ADDITIONAL MATERIAL(S):

Attached: Agreement #18-81, SIRAS Systems, Inc. (13 Pages)
Proposal (1 Page)

OXNARD SCHOOL DISTRICT

Agreement #18-81

AGREEMENT FOR CONSULTANT SERVICES

This Agreement for Consultant Services (“Agreement”) is entered into as of this 22nd day of August, 2018 by and between the Oxnard School District (“District”) and SIRAS Systems, Inc. (“Consultant”). District and Consultant are sometimes hereinafter individually referred to as “Party” and hereinafter collectively referred to as the “Parties.”

RECITALS

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

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

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

OPERATIVE PROVISIONS

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

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

2. **Term of Agreement.** Subject to earlier termination as provided below, this Agreement shall remain in effect from **August 23, 2018** through **June 30, 2019** (the “Term”). This Agreement may be extended only by amendment, signed by the Parties, prior to the expiration of the Term.

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

4. **Compensation and Method of Payment.** Subject to any limitations set forth below or elsewhere in this Agreement, District agrees to pay Consultant the amounts specified in Exhibit B “Compensation”. The total compensation, including reimbursement for actual expenses, shall not exceed Three Thousand Nine Hundred Twenty-Five Dollars (\$3,925.00), 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: SIRAS Systems, Inc.
466 Greenleaf Court
Goleta, CA 93117
Attention: Steve Ormbrek
Phone: 805.685.4657
Fax: 805.685.4743

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:

SIRAS SYSTEMS, INC.:

Signature

Signature

Lisa A. Franz, Director, Purchasing

Typed Name/Title

Typed Name/Title

Date

Date

Tax Identification Number: 95-6002318

Tax Identification Number: _____

- Not Project Related
 Project #18-81

EXHIBIT A
TO AGREEMENT FOR CONSULTANT SERVICES #18-81

SERVICES

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

***SEE ATTACHED PROPOSAL**

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

***SEE ATTACHED PROPOSAL**

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

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

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

- None.
 See attached list.

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

- None.
 See attached list.

VII. AMENDMENT

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

- Not Project Related
 Project #18-81

EXHIBIT B
TO AGREEMENT FOR CONSULTANT SERVICES #18-81

COMPENSATION

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

***SEE ATTACHED PROPOSAL**

II. Consultant may utilize subcontractors as indicated in this Agreement. The hourly rate for any subcontractor is not to exceed \$0.00 per hour without written authorization from the District Superintendent or his designee.

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

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

IV. The total compensation for the Services shall not exceed \$3,925.00, as provided in Section 4 of this Agreement.

- Not Project Related
- Project #18-81

EXHIBIT C
TO AGREEMENT FOR CONSULTANT SERVICES #18-81

INSURANCE

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

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

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

(2) Auto liability insurance with limits of not less than ~~one million dollars (\$1,000,000)~~ one hundred thousand (\$100,000)/three hundred thousand dollars (\$300,000).

(3) Insurance coverage should include:

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

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

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

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

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

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

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

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

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

Not Project Related

Project #18-81

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

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

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

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

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

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

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

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

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

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

- Not Project Related
- Project #18-81

EXHIBIT D
TO AGREEMENT FOR CONSULTANT SERVICES #18-81

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

Date: _____

By: _____
Lisa A. Franz
Director, Purchasing

Steve C. Ormbrek

Subject: Estimate for SST Forms for SIRAS
Start Date: Saturday, September 1, 2018
Due Date: Saturday, September 1, 2018

Status: Not Started
Percent Complete: 0%

Total Work: 0 hours
Actual Work: 0 hours

Oxnard School District Estimate

All form development includes upload, configure and create form warnings for each form.

SST Forms

Tier I Intervention Plan *(English only)*

- Basic Forms tab
- 1 page; date field; text field and checkboxes

Cost: \$350

Tier II CST Action Plan Report *(English only)*

- Basic Forms tab
- 1 page; date field; text field and checkboxes
- Requires an Additional Page feature

Cost \$400

Tier II CST Action Plan *(English only)*

- Basic Forms tab
- 1 page; date field; text field and checkboxes

Cost \$350

Tier III SST follow up summary *(English & Spanish only)*

- Basic Forms tab 1050+1350+425+
- 2 page; date field; text field and checkboxes

Cost \$1,050

Tier III SST Initial Summary Form *(English & Spanish)*

- Basic Forms tab
- 2 page; date field; text field and checkboxes
- Requires an Additional Page feature

Cost \$1,350

Tier II CST Referral

- Pe-Meetings forms tab
- 2 page; date field; text field and checkboxes

Cost: \$425

TOTAL COST: \$3,925

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Ana DeGenna

Date of Meeting: 8/22/18

- | | | | |
|--------------|--|-------|---|
| | Study Session: | _____ | |
| | Closed Session | _____ | |
| A-1. | Preliminary | _____ | |
| A-II. | Reports | _____ | |
| B. | Hearings | _____ | |
| C. | Consent Agenda | _____ | Agreement Category: |
| | | | <input checked="" type="checkbox"/> Academic |
| | | | <input type="checkbox"/> Enrichment |
| | | | <input type="checkbox"/> Special Education |
| | | | <input type="checkbox"/> Support Services |
| | | | <input type="checkbox"/> Personnel |
| | | | <input type="checkbox"/> Legal |
| | | | <input type="checkbox"/> Facilities |
| D. | Action Items | _____ | |
| F. | Board Policies 1st Reading | _____ | 2nd Reading _____ |

Ratification of Amendment #2 to Agreement #16-229 – Center for Teaching for Biliteracy (DeGenna)

At the Board meeting of February 16, 2017, the Board of Trustees ratified Agreement #16-229 with Center for Teaching for Biliteracy, LLC, to provide professional development in Dual Language to District Administration, Teachers and staff during the 2017-2018 school year, in the amount of \$81,500.00.

At the Board meeting of June 20, 2018, the Board of Trustees approved Amendment #1 in the amount of \$11,400.00 to correct an error made when the original agreement was presented to the Board of Trustees, bringing the total agreement amount to \$92,900.00.

Amendment #2 in the amount of \$8,200.00 is required due to the addition of a third consultant to assist with the TBE transition to DL/Biliteracy. This brings the total agreement amount to \$101,100.00 for the 2017-18 school year.

FISCAL IMPACT:

Not to exceed \$8,200.00 – Title 1

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Amendment #2 to Agreement #16-229 with the Center for Teaching for Biliteracy, LLC.

ADDITIONAL MATERIAL(S):

- Attached:** Amendment #2 (1 Page)
Amendment #1 (1 Page)
Agreement #16-229, Center for Teaching for Biliteracy, LLC (3 Pages)

**Amendment #2 to Agreement #16-229 with
Center for Teaching for Biliteracy, LLC**

August 22, 2018

At the Board meeting of February 16, 2017, the Board of Trustees ratified Agreement #16-229 with Center for Teaching for Biliteracy, LLC, to provide professional development in Dual Language to District Administration, Teachers and staff during the 2017-2018 school year, in the amount of \$81,500.00.

At the Board meeting of June 20, 2018, the Board of Trustees approved Amendment #1 in the amount of \$11,400.00 to correct an error made when the original agreement was presented to the Board of Trustees, bringing the total agreement amount to \$92,900.00.

Amendment #2 in the amount of \$8,200.00 is required due to the addition of a third consultant to assist with the TBE transition to DL/Biliteracy. This brings the total agreement amount to \$101,100.00 for the 2017-18 school year.

CENTER FOR TEACHING FOR BILITERACY, LLC:

By: _____
Karen Beeman, Manager

Date: _____

OXNARD SCHOOL DISTRICT:

By: _____
Lisa A. Franz, Director, Purchasing

Date: _____

**Amendment #1 to Agreement #16-229 with
Center for Teaching for Biliteracy, LLC**

June 20, 2018

At the Board meeting of February 16, 2017, the Board of Trustees ratified Agreement #16-229 with Center for Teaching for Biliteracy, LLC, to provide professional development in Dual Language to District Administration, Teachers and staff during the 2017-2018 school year, in the amount of \$81,500.00.

Amendment #1 in the amount of \$11,400.00 corrects an error made when the original agreement was presented to the Board of Trustees. After review it was found that this amount had been inadvertently omitted from the agreement total when first submitted for approval. This now brings the total agreement amount to \$92,900.00.

CENTER FOR TEACHING FOR BILITERACY, LLC:

By: _____
Karen Beeman, Manager

Date: _____

OXNARD SCHOOL DISTRICT:

By: _____
Lisa A. Franz, Director, Purchasing

Date: _____



Agreement

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

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

Dual Language Professional Development Plan

Year 1

Description	Audience	Dates	Fees
3 Day Summer Institute: Teaching For Biliteracy	Teachers TOSAs Principals Director	TBD – Summer 2017 June 20, 21 and 22	3 Consultants Total: \$26,600
Teaching for Biliteracy: Leadership Considerations	District Administration Principals	*April 18 or 19 plus one day of visits in schools, April 19 or 20– tentative *Contingent upon some shuffling in Karen’s calendar so that she can be free on these dates.	1 Consultant \$6,825
How to Help Model Children Succeed in a Dual Language Program (delivered in Spanish and English) Schedule back to back with Admin training to avoid additional travel cost	Parents School Board	*April 18 or 19 – tentative *Contingent upon some shuffling in Karen’s calendar so that she can be free on these dates.	See above
Out of State School Visits	Principals Director	Spring 2017	

Year 2			
6 Day Workshop spread out through the school year Dual Language Program Development and Enrichment	District Admin Principals	November 15 and 16, 2017 February 14 and 15, 2018 April 25 and 26, 2018	1 Consultant (6 days total, 3 trips) \$20,475
Developing Biliteracy Units using BUF	Lead Teachers TOSAs Principals	Winter 2018 Jan. 30 – Visits to schools to learn about the context Biliteracy Curriculum Development: January 31 and Feb 1, 2018 March 21 and 22, 2018	2 consultants 3 days: \$16,200 2 days: \$11,400
New Teacher Training Summer Institute	New Teachers New Admin New TOSAs	Summer 2018 June 20 and 21, 2018	2 consultants 2 days: \$11,400
Total (minus spring 2017 visits)			\$81,500
YEAR 3- TBD Based on Needed Support			

3. Independent Contractor.

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

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

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

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

6. Severability. If it is found by a court of competent jurisdiction or by operation of law that a term or provision of this Agreement is invalid or unenforceable, the remainder of the Agreement shall be unimpaired and continue in force and effect, and the invalid or unenforceable term or provision shall be replaced by such valid term or provision as comes closest to the intention underlying the invalid or unenforceable term or provision.

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

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

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

Center for Teaching for Biliteracy
An Illinois corporation

By: Karen A. Beeman date 2-28-17
Karen Beeman

Its: Manager

School District
Oxnard [REDACTED]

Signature Lisa A. Franz date 2-16-17
Lisa A. Franz
Director, Purchasing

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Ana DeGenna

Date of Meeting: 8/22/18

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

Ratification of Agreement/MOU #18-60 – Hip Hop Mindset (DeGenna/Thomas)

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

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

FISCAL IMPACT:

\$75,000.00 – ASES Grant Funds

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Educational Services, and the Director, Curriculum, Instruction and Accountability, that the Board of Trustees ratify Agreement/MOU #18-60 with Hip Hop Mindset.

ADDITIONAL MATERIAL(S):

Attached: Agreement/MOU #18-60, Hip Hop Mindset (1 Page)
Certificate of Insurance (2 Pages)

**Agreement/Memorandum of Understanding and Responsibility #18-60
Between Oxnard School District and
Hip Hop Mindset**

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

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

I. CONSULTANT :

A. Curriculum

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

B. Fees

1. Total cost of program will not exceed \$75,000.00 including supplies and materials purchased by Consultant or District.
 - a. Any Supplies or materials purchased by Consultant shall have itemized receipts attached with the monthly invoice.
 - b. Invoices will be submitted monthly for services provided. The last and final invoice shall be received by District no later than June 30, 2019.
2. Hourly fees will be charged at \$80.00 an hour.

C. Insurance and Clearance Requirements

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

II. OXNARD SCHOOL DISTRICT:

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

William Venegas/Hip Hop Mindset will monitor this agreement to oversee implementation of project activity in coordination with the Oxnard School District Manager of Special Programs. This memorandum of understanding and responsibility agreement shall be effective upon signature and Board approval. The agreement will be in effect for the period of July 1, 2018 to June 30, 2019.

OXNARD SCHOOL DISTRICT:

HIP HOP MINDSET:

Signature

Signature

Lisa A. Franz, Director, Purchasing
Typed name/Title

William Venegas
Typed Name/Title

Date

Date

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – MANAGERS OR LESSORS OF PREMISES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designation Of Premises (Part Leased To You): 1051 S. A Street Oxnard, CA 93030
Name Of Person(s) Or Organization(s) (Additional Insured): Oxnard School District 1051 S. A Street Oxnard, CA 93030
Additional Premium: \$ Included
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and shown in the Schedule and subject to the following additional exclusions:

This insurance does not apply to:

1. Any "occurrence" which takes place after you cease to be a tenant in that premises.
2. Structural alterations, new construction or demolition operations performed by or on behalf of the person(s) or organization(s) shown in the Schedule.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

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

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

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

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

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Ana DeGenna

Date of Meeting: 8/22/18

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

Ratification of Agreement/MOU #18-61 – Cecilia Arredondo (DeGenna/Lepe)

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 Interim Principal, Marshall School, and the Assistant Superintendent, Educational Services that the Board of Trustees ratify Agreement #18-61 with Cecilia Arredondo.

ADDITIONAL MATERIAL:

Attached: Agreement #18-61, Cecilia Arredondo (1 Page)
Scope of Services (1 Page)
Certificate of Insurance (1 Page)

**AGREEMENT/MEMORANDUM OF UNDERSTANDING #18-61 BETWEEN
CECILIA ARREDONDO, MUSIC CONSULTANT, AND OXNARD SCHOOL DISTRICT
FOR CLASSROOM MUSIC INSTRUCTION**

This Agreement/Memorandum of Understanding (MOU) is entered into by **CECILIA ARREDONDO** and **OXNARD SCHOOL DISTRICT (OSD)** to facilitate music instruction in the classroom. The MOU sets forth the respective roles and responsibilities each bring to the program.

CECILIA ARREDONDO will:

1. Be contracted to provide musical services at the following school:
Marshall Elementary not to exceed \$11, 200.00
2. Name **OSD** additionally insured in the amount of (\$1,000,000 per occurrence, \$2,000,000 aggregate) from August 16, 2018 through June 14, 2019.
3. Provide the following services: Curriculum based songs, grade-level musical concepts (K-5), musical instruments for the students (recorders, bells, percussion, ukuleles, etc.), handouts to accompany the lessons, and live demonstrations on various instruments that she plays – keyboard, recorder, ukulele, and guitar.

OSD will:

1. Be solely responsible for making all arrangements with the Music Consultant including but not limited to, specified times and dates for instruction.
2. Be solely responsible for the payment of Consultant's monthly fee based on the invoice and timesheet completed at the school site.
3. Keep on file current liability insurance certificate verifying insurance compliance naming **OSD** as additionally insured.

This Agreement/MOU is for the school year consultancy from August 16, 2018 to June 14, 2019.

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

OXNARD SCHOOL DISTRICT:

CECILIA ARREDONDO:

Signature

Signature

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

Cecilia Arredondo, Music Consultant
Typed Name/Title

Date

Date

CECILIA ARREDONDO - MUSIC SPECIALIST
SCOPE OF MUSIC SERVICES TO BE PROVIDED TO MARSHALL
SCHOOL 2018-2019

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 supplies.

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





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/30/2017

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must 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).

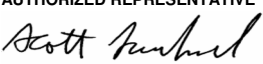
PRODUCER K&K Insurance Group, Inc. 1712 Magnavox Way Fort Wayne IN 46804	CONTACT NAME: Mass Merchandising		
	PHONE (A/C, No, Ext): 1-800-328-2317	FAX (A/C, No): 1-260-459-5502	
E-MAIL ADDRESS: info@eventinsurance-kk.com			
PRODUCER CUSTOMER ID:			
INSURED 2000847130 CP# 775 Cecilia Arredondo DBA: AMAR Studio 1130 Ambrosia Street Oxnard, CA 93030 A Member of the Sports, Leisure & Entertainment RPG	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Nationwide Mutual Insurance Company		23787
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		
	INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** 2000336357 **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		6BRPG000006071400	12/01/17 12:01 AM	12/01/18 12:01 AM	EACH OCCURRENCE	\$1,000,000
							DAMAGE TO RENTED PREMISES (Ea Occurrence)	\$1,000,000
							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 Street 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)

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**AGREEMENT/MEMORANDUM OF UNDERSTANDING #18-89
BETWEEN
CECILIA ARREDONDO, MUSIC CONSULTANT, AND OXNARD SCHOOL DISTRICT
FOR CLASSROOM MUSIC INSTRUCTION**

This Memorandum of Understanding (MOU) is entered into by **CECILIA ARREDONDO** and **OXNARD SCHOOL DISTRICT (OSD)** to facilitate music instruction in the classroom. The MOU sets forth the respective roles and responsibilities each bring to the program.

CECILIA ARREDONDO will:

1. Be contracted to provide musical services at the following school:
Harrington Elementary not to exceed \$4, 440.00.
2. Name **OSD** additionally insured in the amount of (\$1,000,000 per occurrence, \$2,000,000 aggregate) from August 16, 2018 through June 14, 2019.
3. Provide the following services: curriculum based songs, grade-level musical concepts (K/1st grade), musical instruments for the students (recorders, bells, percussion, ukuleles, etc.), handouts to accompany the lessons, and live demonstrations on various instruments that she plays – keyboard, recorder, ukulele, and guitar.

OSD will:

1. Be solely responsible for making all arrangements with the Music Consultant including but not limited to, specified times and dates for instruction.
2. Be solely responsible for the payment of Consultant's monthly fee based on the invoice and timesheet completed at the school site.
3. Keep on file current liability insurance certificate verifying insurance compliance naming **OSD** as additionally insured.

This MOU is for the 2018-2019 school year consultancy from August 16, 2018 to June 14, 2019.

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

Lisa A. Franz, Director, Purchasing

Date

Cecilia Arredondo, Music Consultant

Date

CECILIA ARREDONDO – MUSIC SPECIALIST SCOPE OF MUSIC SERVICES TO BE PROVIDED TO NORMA HARRINGTON SCHOOL 2018-2019

Contractor: Cecilia Arredondo, 1130 Ambrosia St., Oxnard, CA 93030
(805) 816-1868 cell, cecydoterra@hotmail.com

Proposed Service: Music Class Lessons taught by Cecilia Arredondo in grades K-1 at Harrington School, August 16, 2018 through June 14, 2019.

Students will be engaged in learning music fundamentals taught through interactive lecture style including music and movement, rhythm instrument use, drum circles, ukulele instruction, and musical storytelling, in an age-appropriate and fun manner while preparing for a year-end musical performance. Music fundamentals include the musical attributes of dynamics, tempos, rhythm, pitch, melody, harmony, improvisation, and musical notation.

33 class days will be provided for Grades K-1 on Wednesdays, 8:00am – 1:00pm.
Lessons take place in classrooms in order to accommodate each grade level.

Cost : Rate of pay = \$30 per hour,
16 Wed @ \$150 ea (2400)
17 Wed @ 120 ea (2040)
Not to exceed \$4,440

Cecilia Arredondo Brief Resume:

- Bachelor of Arts, UCSB
- Piano Instruction
- General Music
- Ukelele Instruction
- Recorder Instruction

Previous Employment

- Sunshine Christian School, El Paso
El Paso, TX (2009-2011)

Current Employment:

- AMAR, Studio (2013-)
- OMAG (2015-)
- OMAF Ukelele Lessons
(2017-)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/30/2017

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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# 775 Cecilia Arredondo DBA: AMAR Studio 1130 Ambrosia Street Oxnard, CA 93030 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:** 2000336357 **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		6BRPG000006071400	12/01/17 12:01 AM	12/01/18 12:01 AM	EACH OCCURRENCE	\$1,000,000
							DAMAGE TO RENTED PREMISES (Ea Occurrence)	\$1,000,000
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							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 Street 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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ACORD 25 (2016/03)

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OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Ana DeGenna

Date of Meeting: 8/22/18

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

Ratification of Amendment #1 to Agreement #17-54 – Auditory Processing Center (DeGenna/Sugden)

At the Board meeting of August 2, 2017, the Board of Trustees approved Agreement #17-54 with Auditory Processing Center in the amount of \$5,000.00, to provide (central) auditory processing evaluations to Special Education students during the 2017-2018 academic year.

Amendment # 1 in the amount of \$2,500.00, covers actual costs for services rendered through the end of the 2017-2018 fiscal year, for a total contract amount of \$7,500.00, to be paid out of Special Education Funds.

FISCAL IMPACT:

Not to exceed \$2,500.00 – Special Ed. Funds

RECOMMENDATION:

It is recommended by the Director, Special Education Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Amendment #1 to Agreement #17-54 with Auditory Processing Center.

ADDITIONAL MATERIAL(S):

Attached: Amendment #1, Auditory Processing Center (1 Page)
 Agreement #17-54, Auditory Processing Center (14 Pages)

**AMENDMENT #1 TO AGREEMENT #17-54
with
Auditory Processing Center
August 22, 2018**

At the Board meeting of August 2, 2017, the Board of Trustees approved Agreement #17-54 with Auditory Processing Center in the amount of \$5,000.00, to provide (central) auditory processing evaluations to Special Education students during the 2017-2018 academic year.

Amendment # 1 in the amount of \$2,500.00, covers actual costs for services rendered through the end of the 2017-2018 fiscal year, for a total contract amount of \$7,500.00, to be paid out of Special Education Funds.

AUDITORY PROCESSING CENTER:

By: _____
Beatrice Braun

Date: _____

OXNARD SCHOOL DISTRICT:

By: _____
Lisa A. Franz, Director, Purchasing

Date: _____

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".

BB (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.

BB (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

BB (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

27. **Binding Effect.** This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties.

28. **Entire Agreement.** This Agreement and the exhibits and documents incorporated herein constitute the entire agreement and understanding between the parties in connection with the matters covered herein.

29. **Amendment.** No amendment to or modification of this Agreement shall be valid or binding unless made in writing by the Consultant and by the District. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

30. **Waiver.** Waiver by any party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by District of any work or services by Consultant shall not constitute a waiver of any of the provisions of this Agreement.

31. **Governing Law.** This Agreement shall be interpreted, construed and governed according to the laws of the State of California. In the event of litigation between the parties, venue in state trial courts shall lie exclusively in the County of Ventura, California.

32. **Arbitration.** Any dispute arising out of the performance of this Agreement shall be resolved by binding arbitration in accordance with rules and procedures of the American Arbitration Association.

33. **Severability.** If any term, condition or covenant of this Agreement is declared or determined by any court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement shall not be affected thereby and the Agreement shall be read and construed without the invalid, void or unenforceable provision(s).

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

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

OXNARD SCHOOL DISTRICT:

Lisa A. Franz
Signature

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

8-3-17
Date

Tax Identification Number: 95-6002318

AUDITORY PROCESSING CENTER OF PASADENA:

Bea Braun
Signature

Bea Braun / Owner / Audiologist
Typed Name/Title

7-10-17
Date

Tax Identification Number: 20-5906695

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: 8-3-17

By: Lisa A. Franz

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

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Ana DeGenna

Date of Meeting: 8/22/18

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

**Ratification of Amendment #2 to Agreement #17-107 – STAR of CA, ERA ED
(DeGenna/Sugden)**

At the Board meeting of August 23, 2017, the Board of Trustees approved Agreement #17-107 with STAR of CA/ERA for classroom support and 1 to 1 Behavior Therapists for the 2017-2018 school year, in the amount not to exceed \$500,000.00.

Amendment #1 in the amount of \$242,000.00, increased the number of service hours for students receiving classroom support and 1:1 Behavior Therapist services through the remainder of the fiscal year, for a new total contract amount of \$742,000.00.

Amendment #2 in the amount of \$120,000.00, is required to cover additional service hours for students receiving classroom support and 1:1 Behavior Therapist services incurred through the end of June 2018, for a new total contract amount of \$862,000.00

FISCAL IMPACT:

Not to exceed \$120,000.00 – Special Ed. Funds

RECOMMENDATION:

It is recommended by the Director, Special Education Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Amendment #2 to Agreement #17-107 between Oxnard School District and STAR of CA, ERA ED.

ADDITIONAL MATERIAL(S):

Attached: Amendment #2, STAR of CA, ERA ED (1 Page)
Amendment #1, STAR of CA, ERA ED (1 Page)
Agreement #17-107, STAR of CA, ERA ED (10 Pages)

**AMENDMENT #2 TO AGREEMENT #17-107 with
STAR of CA/ERA ED
August 22, 2018**

At the Board meeting of August 23, 2017, the Board of Trustees approved Agreement #17-107 with STAR of CA/ERA for classroom support and 1 to 1 Behavior Therapists for the 2017-2018 school year, in the amount not to exceed \$500,000.00.

Amendment #1 in the amount of \$242,000.00, increased the number of service hours for students receiving classroom support and 1:1 Behavior Therapist services through the remainder of the fiscal year, for a new total contract amount of \$742,000.00.

Amendment #2 in the amount of \$100,800.00, is required to cover additional service hours for students receiving classroom support and 1:1 Behavior Therapist services incurred through the end of June 2018, for a new total contract amount of \$842,800.00

STAR of CA/ERA ED

By: _____
Doug Moes, President

Date: _____

OXNARD SCHOOL DISTRICT

By: _____
Lisa A. Franz, Director, Purchasing

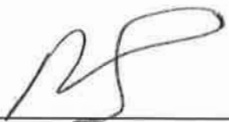
Date: _____

**AMENDMENT #1 TO AGREEMENT #17-107 with
STAR of CA/ERA ED
June 6, 2018**

At the Board meeting of August 23, 2017, the Board of Trustees approved Agreement #17-107 with STAR of CA/ERA for classroom support and 1 to 1 Behavior Therapists for the 2017-2018 school year, in the amount not to exceed \$500,000.00.

Amendment #1 in the amount of \$242,000.00, will increase the number of service hours for students receiving classroom support and 1:1 Behavior Therapist services through the remainder of the fiscal year, for a new total contract amount of \$742,000.00.

STAR of CA/ERA ED:

By: 
Doug Moes, President

Date: 5-17-18

OXNARD SCHOOL DISTRICT

By: 
Lisa A. Franz, Director, Purchasing

Date: 6-20-18

OXNARD SCHOOL DISTRICT

AGREEMENT #17-107 FOR CONSULTANT SERVICES

THIS AGREEMENT, made and entered into this 23rd day of August 2017, by and between the OXNARD SCHOOL DISTRICT, located at 1051 S A St, Oxnard, CA 93030, hereinafter referred to as "District" and STAR of CA, a Professional Psychological Corporation (DBA STAR of CA, and ERA ED) located 4880 Market St, Ventura CA 93003, hereinafter referred to as "Provider/Consultant".

WITNESSETH:

WHEREAS, it is the desire of the Governing Board of the Oxnard School District to contract with professionally trained Consultant provide professional development workshops and consultation support to para-educators and teachers working with students with emotional and behavioral challenges. Professional development workshops and consultation support will focus on building para-educator and teacher capacity for implementing individualized and classroom wide behavioral strategies to help resolve challenging behaviors and teach alternative behaviors that promote student success. ERA ED will also provide direct behavioral support to identified students to help stabilize them in their current placement or assist with transitions. In addition, ERA ED will collect, analyze, summarize, and disseminate behavioral data among district team members; and collaborate with district team members for purposes of coordination of care.

WHEREAS, Provider in consideration of the mutual promises of the parties hereto, the District hereby retains the Provider upon the terms and conditions hereinafter set forth, and the Consultant hereby accepts said retention and agrees to perform the services hereinafter mentioned, solely upon the following terms and conditions.

NOW THEREFORE, in consideration of the above facts and of the covenants and agreement contained herein, the parties hereto agree as follows:

1. **TERM OF AGREEMENT:** The term of this Agreement shall be for the period commencing July 1, 2017 and terminating June 30, 2018

2. **SERVICES:** As directed by the District, Provider shall provide the services that are required by the District, including without implied limitation, the following: provide professional development workshops and consultation support to para-educators and teachers working with students with emotional and behavioral challenges. Professional development workshops and consultation support will focus on building para-educator and teacher capacity for implementing individualized and classroom wide behavioral strategies to help resolve challenging behaviors and teach alternative behaviors that promote student success. ERA ED will also provide direct behavioral support to identified students to help stabilize them in their current placement or assist with transitions. In addition, ERA ED will collect, analyze, summarize, and disseminate behavioral data among district team members; and collaborate with district team members for purposes of coordination of care.

The scope of the services provided shall be pursuant to this Agreement and subject to the approval of the District's designee in the District's sole, absolute and subjective discretion. In performing the services specified by the District as set forth herein above, Provider shall determine the methods, details, and means of providing such approved or agreed services. However, upon request, Consultant shall submit a written summary of Provider's methods, details and means of providing such services.

Provider shall provide services at the direction of the District's designee in this matter who is designated as:

Chris Ridge
(Name)

Director of Pupil Services
(Title)

LOCATION: Provider shall provide the contracted services at the following location:
Oxnard School District School Sites.

However, it is understood and agreed that the time and place said services shall be rendered may be changed from time to time as determined by the District's designee.

3. COMPENSATION: District shall pay Provider a maximum amount of \$500,000.00 pursuant to this Agreement. Provider shall be compensated at the rate of \$ 52.04 per hour for 1 to 1 behavioral support to students, \$ 102.03 per hour for behavioral consultation and supervision services, \$330.00 for 2 hours workshops, and \$660 for 4 hours workshops. The intensity and duration of services will be delivered as directed and determined by District.

Provider shall not be entitled to any other compensation or benefits from District of any kind or type, including, without implied limitation, benefits, insurance, and/or in-kind services.

Provider shall provide a monthly invoice to the District's designee detailing the service type, time spent, and date(s) of service of the services provided for the preceding month and any other billing breakdown as may be required by the District. Consultant shall, when requested by District, invoice individual projects separately by line item showing the type and quantity of time expended on the specific project(s). Consultant shall account for and invoice hours worked pursuant to this Agreement separately from any other agreement between the parties.

Progress payments shall be made by District at monthly intervals within a reasonable time thereafter, but in no event shall it exceed 60 days from receipt of an invoice from Consultant.

Provider shall assume all ordinary expenses incurred in connection with the performance of this Agreement. Such ordinary expenses shall include, without implied limitation, document reproduction expenses, computer and telephone charges. Services and expenses that are above the ordinary and are required shall not be reimbursable unless previously authorized in writing by District's designee and controlled by a Board approved addendum to this Agreement.

4. INDEPENDENT CONTRACTOR: While performing services hereunder, the District and Consultant acknowledge that Provider is an independent contractor and not an officer, agent or employee of the District. Consequently, Provider shall pay all personal State and federal taxes as an independent contractor and acknowledges that, as an independent contractor, Provider is not covered under California workers' compensation, unemployment insurance or other employment-related laws.

Provider shall at all times remain solely responsible for the services to be provided pursuant to this Agreement, regardless of whether Provider should choose to employ any agent(s), employees(s) or other representative(s) to perform any or all such service; provided however, because of Provider's special expertise and potential contact with students, Provider shall not subcontract, assign or otherwise transfer any portion of the services of this Agreement or any interest therein, without the prior written approval of the District's designee and the Superintendent in the District's sole absolute and subjective discretion. Any such attempts to subcontract, assign or otherwise transfer any portion of the services or this Agreement without the prior written approval of the District shall be void and without effect, and shall permit the District to terminate this Agreement immediately with no further payments due to Provider for work subcontracted, transferred or assigned as of the date of termination or the transfer, subcontracting or assignment whichever first occurred. In the event Provider is given written approval for the use of subcontractors, Provider acknowledges that all subcontractors shall comply with Section 6, Criminal Background Checks, of this Agreement. Any failure of Provider's subcontractors to comply with the terms of Section 6 shall subject Provider to liability pursuant to Section 7, Indemnity, of this Agreement.

Any subcontractor(s) allowed shall be at no additional expense to the District, and shall be paid from Provider's own resources and billings. Provider shall pay all wages, salaries, benefits and other amounts due to Provider's subcontractors, and shall be fully responsible for all reports and obligations respecting Provider's subcontractors.

5. INSURANCE: Provider shall, at Provider's expense, procure and maintain for the duration of this Agreement, general liability, workers' compensation and any other insurance required by applicable law or necessary to protect against claims for injuries to persons or damage to property which may arise from or in connection with the performance of this Agreement by Provider and Provider's subcontractors, agents, or representatives. All commercial general liability or comparable policies maintained by Provider will name the District, and such other persons as may be designated by the District as additional insureds, entitling them to recover under such policies for any loss sustained by them, their agents, board members, and employees as a result of the acts or omissions of Provider. Provider must immediately notify District of any reduction or termination in coverage.

A. LIABILITY INSURANCE: The general liability insurance shall have an each occurrence limit of not less than one million dollars (\$1,000,000) or as solely determined by the District by and through the Superintendent or designee.

B. WORKERS' COMPENSATION INSURANCE: The workers' compensation insurance shall insure Provider's obligations and liabilities under the workers' compensation laws of the State of California, including, without implied limitation, employers' liability insurance in the limits required by the laws of California.

6. CRIMINAL BACKGROUND CHECKS: As an independent contractor providing services requested by the District, Provider warrants and represents that, in the performance of this Agreement, neither Provider nor any of Provider's employees, and subcontractors, if approved pursuant to Section 4 of this Agreement, shall have substantial contact with any students. However, in the event that Provider or any of Provider's employees, or subcontractors may have more than limited contact with students as may be determined by the District in its sole, absolute and subjective discretion, Provider and all of Provider's employees, and subcontractors shall comply with all requirements related to fingerprinting as set forth in Education Code section 45125.1, and all District Administrative Regulations relating to the same and Criminal Background Checks, prior to any contact with any students, including without implied limitation, prior to coming onto school grounds.

7. INDEMNITY: The Provider shall defend, with Counsel chosen by District, and shall hold and keep harmless the District and all of its officers, employees, volunteers, attorneys, agents and assigns thereof from all claims, demands, causes of action, costs, expenses, liability, loss, damages or injury, in law or equity that may at any time arise or be set up because of injuries to or death of persons, including wrongful death, or damage to, loss, or theft of property, including District's personnel and property, in any manner arising out of, or in the course of, the performance of this contract or incident to any alleged acts, omissions or willful misconduct of Provider, Providers subcontractors, officers, employees, agents and representatives arising out of or in connection with the performance of services of this Agreement, including without implied limitation, the payment of all consequential damages and attorney's fees and other related costs and expenses. Provider shall defend, with counsel chosen by District, at Provider's own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against District, its board members, superintendent, employees, volunteers, attorneys, agents and assigns. Provider shall pay and satisfy any judgment, award or decree that may be rendered against District or its board members, superintendent, employees, volunteers, attorneys and agents in any such suit, action or other legal proceeding. Provider shall reimburse District, its board members, superintendent, employees, volunteers, attorneys, agents and assigns for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Provider's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by District, its board members, superintendent, employees, volunteers, attorneys, agents and/or assigns.

8. CONFIDENTIALITY: Provider and all personnel designated by Provider to perform under this Agreement shall maintain the confidentiality of all information received in the course of performing this Agreement. This requirement shall extend beyond the effective termination or expiration date of this Agreement. All materials and data prepared by Provider under this Agreement shall become the property of the District during and upon completion of the terms of this Agreement. All materials and data must be submitted to the District within 10 days of demand by the District.

9. CONFLICTS: Provider shall not engage in any activity that conflicts with, or has the appearance of conflicting with, the District. Provider agrees to abide by the District's Conflict of Interest Policy. Notwithstanding any other provision contained herein, the District shall, in the District's sole and complete discretion, have the right to immediately terminate this Agreement in the event it is determined by the Superintendent that a real or apparent conflict of interest exists that cannot be resolved.

10. TERMINATION: Except as otherwise provided in this Agreement, this Agreement may be terminated for any reason by giving 30 days' written notice to the other party.

11. LICENSING: Provider shall, during the term of this Agreement, obtain and maintain all licenses, certificates, permits and approvals of whatever nature that are legally required to provide the services required pursuant to this Agreement.

12. COMPLIANCE WITH LAWS: Provider shall keep fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the provision of services. In the event Provider performs any work contrary to such laws, rules and regulations, Provider shall be solely responsible for all costs arising there from.

13. GOVERNING LAW/VENUE: This Agreement shall be governed by the laws of the State of California, Ventura County. This Agreement shall not be governed by the Uniform Commercial Code. To the extent that there is to be delivery or performance of services under this Agreement, such services will not be deemed "goods" within the meaning of the Uniform Commercial Code. In the event of litigation, both parties agree that the appropriate venue shall be in the Superior Courts of the County of Ventura.

14. ASSIGNMENT: Provider agrees not to assign this contract or any interests therein without the approval in writing of the District. Any such attempt to assign or sublet this Agreement without District approval shall be invalid.

15. SEVERABILITY: If any one or more of the provisions of this Agreement are hereafter declared void or unenforceable by judicial, legislative or administrative authority of competent jurisdiction, then the parties hereto agree that the invalidity or unenforceability of any of the provisions shall not in any way affect the validity or enforceability of any other provisions of this Agreement.

16. WAIVER: No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a party shall give the other party any contractual rights by custom, estoppel, or otherwise.

17. ARBITRATION: Any claims or controversy arising out of or related to this Agreement, or the breach thereof, shall first attempt to be settled by non-binding mediation utilizing a mutually agreed mediator. Should a claim or controversy not be resolved via mediation either party may file an action in a court of competent jurisdiction as provided in Section 13 of this Agreement. Both parties hereto agree to waive any claims for consequential damages pertaining to this agreement.

18. INCORPORATION OF EXHIBITS: All exhibits attached and referred to in this Agreement are incorporated as though fully set forth in this Agreement.

19. ENTIRE AGREEMENT: It is understood and agreed that this Agreement sets forth the entire understanding of the parties regarding the subject matter thereof and no modification or amendment to this Agreement shall be binding unless said modification or amendment is in writing and duly executed with the same formality as this Agreement itself.

IN WITNESS THEREOF, the parties hereto have set their hands on the date and in the month and year written below.

OXNARD SCHOOL DISTRICT
OF VENTURA COUNTY



Lisa A. Franz, Director, Purchasing

8-25-17

Date

STAR of CA, ERA ED, VENTURA CA



Dr. Doug Moes, President, CEO

7-31-17

Date

K. Key and Lock Replacement – Janitorial Services Client Coverage

SECTION I – COVERAGES, SUPPLEMENTARY PAYMENTS – COVERAGES A AND B is amended to include the following:

We will pay for the cost to replace keys and locks at the "clients" premises due to theft or other loss to keys entrusted to you by your "client," up to a \$10,000 limit per occurrence and \$10,000 policy aggregate.

We will not pay for loss or damage resulting from theft or any other dishonest or criminal act that you or any of your partners, members, officers, "employees", "managers", directors, trustees, authorized representatives or any one to whom you entrust the keys of a "client" for any purpose commit, whether acting alone or in collusion with other persons.

The following, when used on this coverage, are defined as follows:

- a. "Client" means an individual, company or organization with whom you have a written contract or work order for your services for a described premises and have billed for your services.
- b. "Employee" means:
 - (1) Any natural person:
 - (a) While in your service or for 30 days after termination of service;
 - (b) Who you compensate directly by salary, wages or commissions; and
 - (c) Who you have the right to direct and control while performing services for you; or
 - (2) Any natural person who is furnished temporarily to you:
 - (a) To substitute for a permanent "employee" as defined in Paragraph (1) above, who is on leave; or
 - (b) To meet seasonal or short-term workload conditions;

while that person is subject to your direction and control and performing services for you.
 - (3) "Employee" does not mean:
 - (a) Any agent, broker, person leased to you by a labor leasing firm, factor, commission merchant, consignee, independent contractor or representative of the same general character; or
 - (b) Any "manager," director or trustee except while performing acts coming within the scope of the usual duties of an "employee."
- c. "Manager" means a person serving in a directorial capacity for a limited liability company.

L. Additional Insureds

SECTION II – WHO IS AN INSURED is amended as follows:

1. If coverage for newly acquired or formed organizations is not otherwise excluded from this

Coverage Part, Paragraph 3.a. is deleted in its entirety and replaced by the following:

- a. Coverage under this provision is afforded until the end of the policy period.
2. Each of the following is also an insured:
 - a. **Medical Directors and Administrators** – Your medical directors and administrators, but only while acting within the scope of and during the course of their duties as such. Such duties do not include the furnishing or failure to furnish professional services of any physician or psychiatrist in the treatment of a patient.
 - b. **Managers and Supervisors** – Your managers and supervisors are also insureds, but only with respect to their duties as your managers and supervisors. Managers and supervisors who are your “employees” are also insureds for “bodily injury” to a co-“employee” while in the course of his or her employment by you or performing duties related to the conduct of your business.

This provision does not change Item 2.a.(1)(a) as it applies to managers of a limited liability company.

- c. **Broadened Named Insured** – Any organization and subsidiary thereof which you control and actively manage on the effective date of this Coverage Part. However, coverage does not apply to any organization or subsidiary not named in the Declarations as Named Insured, if they are also insured under another similar policy, but for its termination or the exhaustion of its limits of insurance.
- d. **Funding Source** – Any person or organization with respect to their liability arising out of:
 - (1) Their financial control of you; or
 - (2) Premises they own, maintain or control while you lease or occupy these premises.

This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.
- e. **Home Care Providers** – At the first Named Insured's option, any person or organization under your direct supervision and control while providing for you private home respite or foster home care for the developmentally disabled.
- f. **Managers, Landlords, or Lessors of Premises** – Any person or organization with respect to their liability arising out of the ownership, maintenance or use of that part of the premises leased or rented to you subject to the following additional exclusions:

This insurance does not apply to:

 - (1) Any “occurrence” which takes place after you cease to be a tenant in that premises; or
 - (2) Structural alterations, new construction or demolition operations performed by or on behalf of that person or organization.
- g. **Lessor of Leased Equipment – Automatic Status When Required in Lease Agreement With You** – Any person or organization from whom you lease equipment when you and such person or organization have agreed in writing in a contract or agreement that such person or organization is to be added as an additional insured on your policy. Such person or

organization is an insured only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

A person's or organization's status as an additional insured under this endorsement ends when their contract or agreement with you for such leased equipment ends.

With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

- h. Grantors of Permits** – Any state or political subdivision granting you a permit in connection with your premises subject to the following additional provision:
- (1) This insurance applies only with respect to the following hazards for which the state or political subdivision has issued a permit in connection with the premises you own, rent or control and to which this insurance applies:
 - (a) The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners or decorations and similar exposures;
 - (b) The construction, erection, or removal of elevators; or
 - (c) The ownership, maintenance, or use of any elevators covered by this insurance.
- i. Vendors** – Only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:
- (1) The insurance afforded the vendor does not apply to:
 - (a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
 - (b) Any express warranty unauthorized by you;
 - (c) Any physical or chemical change in the product made intentionally by the vendor;
 - (d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
 - (e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
 - (f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

- (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
- (h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
 - (i) The exceptions contained in Sub-paragraphs (d) or (f); or
 - (ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
- (2) This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing.
- j. **Franchisor** – Any person or organization with respect to their liability as the grantor of a franchise to you.
- k. **As Required by Contract** – Any person or organization where required by a written contract executed prior to the occurrence of a loss. Such person or organization is an additional insured for "bodily injury," "property damage" or "personal and advertising injury" but only for liability arising out of the negligence of the named insured. The limits of insurance applicable to these additional insureds are the lesser of the policy limits or those limits specified in a contract or agreement. These limits are included within and not in addition to the limits of insurance shown in the Declarations
- l. **Owners, Lessees or Contractors** – Any person or organization, but only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" caused, in whole or in part, by:
 - (1) Your acts or omissions; or
 - (2) The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured when required by a contract.

With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

- (a) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
- (b) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

m. State or Political Subdivisions – Any state or political subdivision as required, subject to the following provisions:

- (1) This insurance applies only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit, and is required by contract.
- (2) This insurance does not apply to:
 - (a) "Bodily injury," "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or
 - (b) "Bodily injury" or "property damage" included within the "products-completed operations hazard."

M. Duties in the Event of Occurrence, Claim or Suit

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, Paragraph 2. is amended as follows:

a. is amended to include:

This condition applies only when the "occurrence" or offense is known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership; or
- (3) An executive officer or insurance manager, if you are a corporation.

b. is amended to include:

This condition will not be considered breached unless the breach occurs after such claim or "suit" is known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership; or
- (3) An executive officer or insurance manager, if you are a corporation.

N. Unintentional Failure To Disclose Hazards

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, 6. Representations is amended to include the following:

It is agreed that, based on our reliance on your representations as to existing hazards, if you should unintentionally fail to disclose all such hazards prior to the beginning of the policy period of this Coverage Part, we shall not deny coverage under this Coverage Part because of such failure.

O. Transfer of Rights of Recovery Against Others To Us

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, 8. Transfer of Rights of

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Ana DeGenna

Date of Meeting: 8/22/18

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

Ratification of Amendment #1 to Agreement #17-125 - Ventura County Office of Education, Special Circumstances Paraeducator Services - SCP (DeGenna/Sugden)

At the Board meeting of September 6, 2017 the Board of Trustees ratified Agreement #17-125 with Ventura County Office of Education (VCOE) for the 2017-2018 school year, to provide exceptional services to special education students that consist of support from Special Circumstances Paraeducators (SCP's), including Extended School Year, in the amount not to exceed \$214,554.12.

Amendment #1 in the amount of \$1,994.72, is required to cover additional services provided to one student during the 2017-2018 school year, for a total agreement amount of \$216,548.84.

Student:

JS010805 \$1,994.72 (including bus aide)

FISCAL IMPACT:

\$1,994.72 - 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 Amendment #1 to Agreement #17-125 with the Ventura County Office of Education for Special Circumstances Paraeducator Services (SCP's), in the amount of \$1,994.72.

ADDITIONAL MATERIAL(S):

Attached: Amendment #1 (1 Page)
 Agreement #17-125, Ventura County Office of Education (8 Pages)



Memorandum

STANLEY C. MANTOOTH, COUNTY SUPERINTENDENT • 5189 VERDUGO WAY, CAMARILLO, CA 93012

ADDENDUM TO AGREEMENT (OX77B-16/17)

May 18, 2018

Oxnard School District
Agreement # OX77B-16/17

JS010805

Amendment to special circumstance educational support as specified below:

Agreement in place has been exceeded. This addendum is to add the exceeded amount.

4. DISTRICT shall reimburse SUPERINTENDENT the actual cost of providing the exceptional service plus the state approved indirect cost rate of SUPERINTENDENT.

Authorized exceptional service(s) shall consist of special circumstance educational support during transportation to and from school for 60 minutes a day. ESY will be provided at 60 minutes a day.

6. The term of this contract shall begin 5/18/2018 and continue thereafter on a continuing basis until the IEP of said student is modified or until student's district of residence changes.

FISCAL YEAR-based on IEP date: (including ESY, if applica	CURRENT: <u>2017-2018</u>	EXCEEDED AMOUNT: <u>2017-2018</u>
	8/16/2017-5/3/2018	5/1/2018-5/3/2018
	\$ <u>6,080.48</u> +	\$ <u>1,994.72</u>

Original estimated cost: \$6,080.48
Amount added/owed: \$1,994.72
Revised Total of Estimated Cost: \$8,075.20

Requested by: Jolana Costello Date: 5.20.18
Program Manager

Approved by: _____ Date: _____
Director, Business Services

Accepted by: _____ Date: _____
LISA A. FRANZ

Title: Director, Purchasing



AGREEMENT

For Paraeducator Performing Special Circumstance Services

This Agreement, effective **March 20, 2017** is made by and between the Ventura County Office of Education, hereinafter referred to as SUPERINTENDENT, and the Oxnard School District, hereinafter referred to as DISTRICT.

1. This agreement pertains to providing exceptional service(s) for, OL083008, a Special Education pupil who is a resident of DISTRICT and currently attends, Penfield School a special education program operated by SUPERINTENDENT.
2. SUPERINTENDENT agrees to provide for the exceptional service(s) of such Special Education pupil as authorized by DISTRICT or its designee and agreed to by SUPERINTENDENT.
3. DISTRICT shall reimburse SUPERINTENDENT the actual cost of providing the exceptional service plus the state approved indirect cost rate of SUPERINTENDENT.

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

4. DISTRICT acknowledges that certain types of expenses will continue to accrue during periods of student's absence from school, including but not limited to salary and benefits of staff providing the exceptional service(s). DISTRICT further acknowledges that if the exceptional service(s) includes the service(s) of SUPERINTENDENT's employee(s), 30 days' notice is required to layoff an employee for lack of work. Therefore, in the event the student unexpectedly leaves SUPERINTENDENT's program, SUPERINTENDENT will make every attempt to re-assign any staff involved in providing the exceptional service(s); however, if that is not possible, DISTRICT will reimburse SUPERINTENDENT for expense incurred throughout the layoff notice period.
5. DISTRICT does hereby agree to defend, indemnify and hold harmless the SUPERINTENDENT, the Ventura County Board of Education, and its officers, and employees from any and all claims, demands, liabilities, expenses (including attorneys' fees and costs of defense) arising as a result of SUPERINTENDENT's obligations under this agreement. However, this indemnification shall not apply if it is ultimately adjudicated that such claim, demand, liability or expense arose out of the sole negligence of the SUPERINTENDENT.
6. The term of this contract shall begin 8/17/2017 (*IEP date*), and continue thereafter on a continuing basis until the IEP of said student is modified or until student's district of residence changes.

FISCAL YEAR-based on IEP date: (including ESY, if applicable)	CURRENT: <u>2016-2017</u> \$ _____	+	UPCOMING: <u>2017-2018</u> (8/17/2017-2/22/2018) \$ <u>28,248.00</u>
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It shall be the responsibility of DISTRICT to notify SUPERINTENDENT of any change in district of residence or change in the IEP that would affect this contract.

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

OXNARD SCHOOL DISTRICT

VENTURA COUNTY OFFICE OF EDUCATION

Signature Lisa A. Franz

Accepted By: [Signature]
Special Education Authorized Representative

Title: Director, Purchasing

Approved By: _____
Business Services Authorized Representative

Date: _____

Date: _____

Estimated Cost \$ 28,248.00 (2017-2018 fiscal year)

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



AGREEMENT

For Paraeducator Performing Special Circumstance Services

This Agreement, effective **March 22, 2017** is made by and between the Ventura County Office of Education, hereinafter referred to as SUPERINTENDENT, and the Oxnard School District, hereinafter referred to as DISTRICT.

1. This agreement pertains to providing exceptional service(s) for, AA120506, a Special Education pupil who is a resident of DISTRICT and currently attends, Carl Dwire School a special education program operated by SUPERINTENDENT.
2. SUPERINTENDENT agrees to provide for the exceptional service(s) of such Special Education pupil as authorized by DISTRICT or its designee and agreed to by SUPERINTENDENT.
3. DISTRICT shall reimburse SUPERINTENDENT the actual cost of providing the exceptional service plus the state approved indirect cost rate of SUPERINTENDENT.

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

4. DISTRICT acknowledges that certain types of expenses will continue to accrue during periods of student's absence from school, including but not limited to salary and benefits of staff providing the exceptional service(s). DISTRICT further acknowledges that if the exceptional service(s) includes the service(s) of SUPERINTENDENT's employee(s), 30 days' notice is required to layoff an employee for lack of work. Therefore, in the event the student unexpectedly leaves SUPERINTENDENT's program, SUPERINTENDENT will make every attempt to re-assign any staff involved in providing the exceptional service(s); however, if that is not possible, DISTRICT will reimburse SUPERINTENDENT for expense incurred throughout the layoff notice period.
5. DISTRICT does hereby agree to defend, indemnify and hold harmless the SUPERINTENDENT, the Ventura County Board of Education, and its officers, and employees from any and all claims, demands, liabilities, expenses (including attorneys' fees and costs of defense) arising as a result of SUPERINTENDENT's obligations under this agreement. However, this indemnification shall not apply if it is ultimately adjudicated that such claim, demand, liability or expense arose out of the sole negligence of the SUPERINTENDENT.
6. The term of this contract shall begin 8/17/2017 (IEP date), and continue thereafter on a continuing basis until the IEP of said student is modified or until student's district of residence changes.

FISCAL YEAR-based on IEP date: (including ESY, if applicable)	CURRENT: <u>2016-2017</u> \$ _____	+	UPCOMING: <u>2017-2018</u> (8/17/2017-2/22/2018) \$ <u>28,251.78</u>
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It shall be the responsibility of DISTRICT to notify SUPERINTENDENT of any change in district of residence or change in the IEP that would affect this contract.

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

OXNARD SCHOOL DISTRICT

VENTURA COUNTY OFFICE OF EDUCATION

Signature Lisa A. Franz

Accepted By: [Signature]
Special Education Authorized Representative

Title: Director, Purchasing

Approved By: _____
Business Services Authorized Representative

Date: _____

Date: _____

Estimated Cost \$ 28,251.78 (2017-2018 fiscal year)

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



AGREEMENT

For Paraeducator Performing Special Circumstance Services

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

1. This agreement pertains to providing exceptional service(s) for, GG111603, a Special Education pupil who is a resident of DISTRICT and currently attends, Triton School a special education program operated by SUPERINTENDENT.
2. SUPERINTENDENT agrees to provide for the exceptional service(s) of such Special Education pupil as authorized by DISTRICT or its designee and agreed to by SUPERINTENDENT.
3. DISTRICT shall reimburse SUPERINTENDENT the actual cost of providing the exceptional service plus the state approved indirect cost rate of SUPERINTENDENT.

Authorized exceptional service(s) shall consist of Paraeducator performing Special Circumstances services throughout the school day, 1944 min weekly.

4. DISTRICT acknowledges that certain types of expenses will continue to accrue during periods of student's absence from school, including but not limited to salary and benefits of staff providing the exceptional service(s). DISTRICT further acknowledges that if the exceptional service(s) includes the service(s) of SUPERINTENDENT's employee(s), 30 days' notice is required to layoff an employee for lack of work. Therefore, in the event the student unexpectedly leaves SUPERINTENDENT's program, SUPERINTENDENT will make every attempt to re-assign any staff involved in providing the exceptional service(s); however, if that is not possible, DISTRICT will reimburse SUPERINTENDENT for expense incurred throughout the layoff notice period.
5. DISTRICT does hereby agree to defend, indemnify and hold harmless the SUPERINTENDENT, the Ventura County Board of Education, and its officers, and employees from any and all claims, demands, liabilities, expenses (including attorneys' fees and costs of defense) arising as a result of SUPERINTENDENT's obligations under this agreement. However, this indemnification shall not apply if it is ultimately adjudicated that such claim, demand, liability or expense arose out of the sole negligence of the SUPERINTENDENT.
6. The term of this contract shall begin 8/16/2017 (IEP date), and continue thereafter on a continuing basis until the IEP of said student is modified or until student's district of residence changes.

FISCAL YEAR-based on IEP date:	CURRENT: <u>2016-2017</u>	UPCOMING: <u>2017-2018</u>
(including ESY, if applicable)	\$ _____	(8/16/2017-5/15/2018) \$ <u>46,324.04</u>

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

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

OXNARD SCHOOL DISTRICT

VENTURA COUNTY OFFICE OF EDUCATION

Signature Lisa A. Franz

Accepted By: [Signature]
Special Education Authorized Representative

Title: Director, Purchasing

Approved By: _____
Business Services Authorized Representative

Date: _____

Date: _____

Estimated Cost \$ 46,324.04 (2017-2018 fiscal year)

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



AGREEMENT

For Paraeducator Performing Special Circumstance Services

This Agreement, effective May 11, 2017 is made by and between the Ventura County Office of Education, hereinafter referred to as SUPERINTENDENT, and the Oxnard Elementary School District, hereinafter referred to as DISTRICT.

- 13. This agreement pertains to providing exceptional service(s) for, JS010805, a Special Education pupil who is a resident of DISTRICT and currently attends, Foster School a special education program operated by SUPERINTENDENT.
- 14. SUPERINTENDENT agrees to provide for the exceptional service(s) of such Special Education pupil as authorized by DISTRICT or its designee and agreed to by SUPERINTENDENT.
- 15. DISTRICT shall reimburse SUPERINTENDENT the actual cost of providing the exceptional service plus the state approved indirect cost rate of SUPERINTENDENT.

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

- 16. DISTRICT acknowledges that certain types of expenses will continue to accrue during periods of student's absence from school, including but not limited to salary and benefits of staff providing the exceptional service(s). DISTRICT further acknowledges that if the exceptional service(s) includes the service(s) of SUPERINTENDENT's employee(s), 30 day notice is required to layoff an employee for lack of work. Therefore, in the event the student unexpectedly leaves SUPERINTENDENT's program, SUPERINTENDENT will make every attempt to re-assign any staff involved in providing the exceptional service(s); however, if that is not possible, DISTRICT will reimburse SUPERINTENDENT for expense incurred throughout the layoff notice period.
- 17. DISTRICT does hereby agree to defend, indemnify and hold harmless the SUPERINTENDENT, the Ventura County Board of Education, and its officers, and employees from any and all claims, demands, liabilities, expenses (including attorneys' fees and costs of defense) arising as a result of SUPERINTENDENT's obligations under this agreement. However, this indemnification shall not apply if it is ultimately adjudicated that such claim, demand, liability or expense arose out of the sole negligence of the SUPERINTENDENT.
- 18. The term of this contract shall begin 8/16/2017 (*IEP date*), and continue thereafter on a continuing basis until the IEP of said student is modified or until student's district of residence changes.

FISCAL YEAR-based on IEP date: (including ESY, if applicable)	CURRENT: <u>2016-2017</u> \$ _____	+	UPCOMING: <u>2017-2018</u> (8/16/2017-5/3/2018) \$ <u>6,080.48</u>
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It shall be the responsibility of DISTRICT to notify SUPERINTENDENT of any change in district of residence or change in the IEP that would affect this contract.

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

OXNARD SCHOOL DISTRICT

VENTURA COUNTY OFFICE OF EDUCATION

Signature Lisa A. Franz

Accepted By: 
Special Education Authorized Representative

Title: Director, Purchasing

Approved By: _____
Business Services Authorized Representative

Date: _____

Date: _____

Estimated Cost \$ 6,080.48 (2017-2018 fiscal year)

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



AGREEMENT

For Paraeducator Performing Special Circumstance Services

This Agreement, effective **March 2, 2017** is made by and between the Ventura County Office of Education, hereinafter referred to as SUPERINTENDENT, and the **Oxnard School District**, hereinafter referred to as DISTRICT.

1. This agreement pertains to providing exceptional service(s) for, RS052408; a Special Education pupil who is a resident of DISTRICT and currently attends, Carl Dwire School a special education program operated by SUPERINTENDENT.
2. SUPERINTENDENT agrees to provide for the exceptional service(s) of such Special Education pupil as authorized by DISTRICT or its designee and agreed to by SUPERINTENDENT.
3. DISTRICT shall reimburse SUPERINTENDENT the actual cost of providing the exceptional service plus the state approved indirect cost rate of SUPERINTENDENT.

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

4. DISTRICT acknowledges that certain types of expenses will continue to accrue during periods of student's absence from school, including but not limited to salary and benefits of staff providing the exceptional service(s). DISTRICT further acknowledges that if the exceptional service(s) includes the service(s) of SUPERINTENDENT's employee(s), 30 days' notice is required to layoff an employee for lack of work. Therefore, in the event the student unexpectedly leaves SUPERINTENDENT's program, SUPERINTENDENT will make every attempt to re-assign any staff involved in providing the exceptional service(s); however, if that is not possible, DISTRICT will reimburse SUPERINTENDENT for expense incurred throughout the layoff notice period.
5. DISTRICT does hereby agree to defend, indemnify and hold harmless the SUPERINTENDENT, the Ventura County Board of Education, and its officers, and employees from any and all claims, demands, liabilities, expenses (including attorneys' fees and costs of defense) arising as a result of SUPERINTENDENT's obligations under this agreement. However, this indemnification shall not apply if it is ultimately adjudicated that such claim, demand, liability or expense arose out of the sole negligence of the SUPERINTENDENT.
6. The term of this contract shall begin 3/2/2017 (IEP date= 1/10/2017), and continue thereafter on a continuing basis until the IEP of said student is modified or until student's district of residence changes.

FISCAL YEAR-based on IEP date:	CURRENT: <u>2016-2017</u>	UPCOMING: <u>2017-2018</u>
(including ESY, if applicable)	\$ _____	(8/17/2017-1/10/2018) \$ <u>22,980.90</u>

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

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

OXNARD SCHOOL DISTRICT

VENTURA COUNTY OFFICE OF EDUCATION

Signature Lisa A. Franz

Accepted By: 
Special Education Authorized Representative

Title: Director, Purchasing

Approved By: _____
Business Services Authorized Representative

Date: _____

Date: _____

Estimated Cost \$ 22,980.90 (2017-2018 fiscal year)

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



AGREEMENT

For Paraeducator Performing Special Circumstance Services

This Agreement, effective February 12, 2017 is made by and between the Ventura County Office of Education, hereinafter referred to as SUPERINTENDENT, and the Oxnard School District, hereinafter referred to as DISTRICT.

13. This agreement pertains to providing exceptional service(s) for, _____ AD091102 _____ a Special Education pupil who is a resident of DISTRICT and currently attends Foster School a special education program operated by SUPERINTENDENT.

14. SUPERINTENDENT agrees to provide for the exceptional service(s) of such Special Education pupil as authorized by DISTRICT or its designee and agreed to by SUPERINTENDENT.

15. DISTRICT shall reimburse SUPERINTENDENT the actual cost of providing the exceptional service plus the state approved indirect cost rate of SUPERINTENDENT.

Authorized exceptional service(s) shall consist of Paraeducator performing Special Circumstance services throughout the school day and during transportation to and from school, 400 min daily.

16. DISTRICT acknowledges that certain types of expenses will continue to accrue during periods of student's absence from school, including but not limited to salary and benefits of staff providing the exceptional service(s). DISTRICT further acknowledges that if the exceptional service(s) includes the service(s) of SUPERINTENDENT's employee(s), 30 days' notice is required to layoff an employee for lack of work. Therefore, in the event the student unexpectedly leaves SUPERINTENDENT's program, SUPERINTENDENT will make every attempt to re-assign any staff involved in providing the exceptional service(s); however, if that is not possible, DISTRICT will reimburse SUPERINTENDENT for expense incurred throughout the layoff notice period.

17. DISTRICT does hereby agree to defend, indemnify and hold harmless the SUPERINTENDENT, the Ventura County Board of Education, and its officers, and employees from any and all claims, demands, liabilities, expenses (including attorneys' fees and costs of defense) arising as a result of SUPERINTENDENT's obligations under this agreement. However, this indemnification shall not apply if it is ultimately adjudicated that such claim, demand, liability or expense arose out of the sole negligence of the SUPERINTENDENT.

18. The term of this contract shall begin 2/12/2017 (IEP date), and continue thereafter on a continuing basis until the IEP of said student is modified or until student's district of residence changes.

FISCAL YEAR-based on IEP date: (including ESY, if applicable)	CURRENT: <u>2016-2017</u> \$ _____	+	UPCOMING: <u>2017-2018</u> (8/17/2017-2/3/2018) \$ <u>30,085.32</u>
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It shall be the responsibility of DISTRICT to notify SUPERINTENDENT of any change in district of residence or change in the IEP that would affect this contract.

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

OXNARD SCHOOL DISTRICT

VENTURA COUNTY OFFICE OF EDUCATION

Signature Lisa A. Franz

Accepted By: 
Special Education Authorized Representative

Title: Director, Purchasing

Approved By: _____
Business Services Authorized Representative

Date: _____

Date: _____

Estimated Cost \$ 30,085.32 for fiscal year 17-18

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



AGREEMENT

For Paraeducator Performing Special Circumstance Services

This Agreement, effective **May 1, 2017** is made by and between the Ventura County Office of Education, hereinafter referred to as SUPERINTENDENT, and the Oxnard School District, hereinafter referred to as DISTRICT.

1. This agreement pertains to providing exceptional service(s) for, MG021504 a Special Education pupil who is a resident of DISTRICT and currently attends, Foster School a special education program operated by SUPERINTENDENT.
2. SUPERINTENDENT agrees to provide for the exceptional service(s) of such Special Education pupil as authorized by DISTRICT or its designee and agreed to by SUPERINTENDENT.
3. DISTRICT shall reimburse SUPERINTENDENT the actual cost of providing the exceptional service plus the state approved indirect cost rate of SUPERINTENDENT.

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

4. DISTRICT acknowledges that certain types of expenses will continue to accrue during periods of student's absence from school, including but not limited to salary and benefits of staff providing the exceptional service(s). DISTRICT further acknowledges that if the exceptional service(s) includes the service(s) of SUPERINTENDENT's employee(s), 30 day notice is required to layoff an employee for lack of work. Therefore, in the event the student unexpectedly leaves SUPERINTENDENT's program, SUPERINTENDENT will make every attempt to re-assign any staff involved in providing the exceptional service(s); however, if that is not possible, DISTRICT will reimburse SUPERINTENDENT for expense incurred throughout the layoff notice period.
5. DISTRICT does hereby agree to defend, indemnify and hold harmless the SUPERINTENDENT, the Ventura County Board of Education, and its officers, and employees from any and all claims, demands, liabilities, expenses (including attorneys' fees and costs of defense) arising as a result of SUPERINTENDENT's obligations under this agreement. However, this indemnification shall not apply if it is ultimately adjudicated that such claim, demand, liability or expense arose out of the sole negligence of the SUPERINTENDENT.
6. The term of this contract shall begin 5/1/2017 (IEP date), and continue thereafter on a continuing basis until the IEP of said student is modified or until student's district of residence changes.

FISCAL YEAR-based on IEP date: CURRENT: <u>2016-2017</u> (including ESY, if applicable)	\$ _____	+	UPCOMING: <u>2017-2018</u> (8/17/2017-5/10/2018) \$ <u>46,324.08</u>
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It shall be the responsibility of DISTRICT to notify SUPERINTENDENT of any change in district of residence or change in the IEP that would affect this contract.

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

OXNARD SCHOOL DISTRICT

VENTURA COUNTY OFFICE OF EDUCATION

Signature Lisa A. Franz

Accepted By:  Special Education Authorized Representative

Title: Director, Purchasing

Approved By: _____ Business Services Authorized Representative

Date: _____

Date: _____

Estimated Cost \$ 46,324.08 (2017-2018 Fiscal Year)

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



AGREEMENT

For Paraeducator Performing Special Circumstance Services

This Agreement, effective **August 17, 2017** is made by and between the Ventura County Office of Education, hereinafter referred to as SUPERINTENDENT, and the **Oxnard School District**, hereinafter referred to as DISTRICT.

1. This agreement pertains to providing exceptional service(s) for, VV030307 a Special Education pupil who is a resident of DISTRICT and currently attends, Carl Dwire School a special education program operated by SUPERINTENDENT.
2. SUPERINTENDENT agrees to provide for the exceptional service(s) of such Special Education pupil as authorized by DISTRICT or its designee and agreed to by SUPERINTENDENT.
3. DISTRICT shall reimburse SUPERINTENDENT the actual cost of providing the exceptional service plus the state approved indirect cost rate of SUPERINTENDENT.

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

4. DISTRICT acknowledges that certain types of expenses will continue to accrue during periods of student's absence from school, including but not limited to salary and benefits of staff providing the exceptional service(s). DISTRICT further acknowledges that if the exceptional service(s) includes the service(s) of SUPERINTENDENT's employee(s), 30 days' notice is required to layoff an employee for lack of work. Therefore, in the event the student unexpectedly leaves SUPERINTENDENT's program, SUPERINTENDENT will make every attempt to re-assign any staff involved in providing the exceptional service(s); however, if that is not possible, DISTRICT will reimburse SUPERINTENDENT for expense incurred throughout the layoff notice period.
5. DISTRICT does hereby agree to defend, indemnify and hold harmless the SUPERINTENDENT, the Ventura County Board of Education, and its officers, and employees from any and all claims, demands, liabilities, expenses (including attorneys' fees and costs of defense) arising as a result of SUPERINTENDENT's obligations under this agreement. However, this indemnification shall not apply if it is ultimately adjudicated that such claim, demand, liability or expense arose out of the sole negligence of the SUPERINTENDENT.
6. The term of this contract shall begin 8/17/2017 (IEP date 4/25/2017), and continue thereafter on a continuing basis until the IEP of said student is modified or until student's district of residence changes.

FISCAL YEAR-based on IEP date: (including ESY, if applicable)	CURRENT: <u>2016-2017</u>		UPCOMING: <u>2017-2018</u>
	\$ _____	+	8/17/2017-4/25/2018 \$ <u>6,259.52</u>

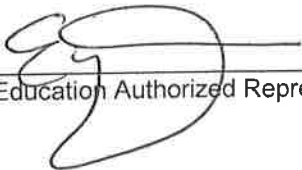
It shall be the responsibility of DISTRICT to notify SUPERINTENDENT of any change in district of residence or change in the IEP that would affect this contract.

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

OXNARD SCHOOL DISTRICT

VENTURA COUNTY OFFICE OF EDUCATION

Signature Lisa A. Franz

Accepted By: 
Special Education Authorized Representative

Title: Director, Purchasing

Approved By: _____
Business Services Authorized Representative

Date: _____

Date: _____

Estimated Cost \$ 6,258.52 (2017-2018 fiscal year)

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

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Ana DeGenna

Date of Meeting: 8/22/18

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

Ratification of Amendment #1 to Agreement #17-148 – Tutorific! (DeGenna/Sugden)

At the Board meeting of September 20, 2017, the Board of Trustees approved Agreement #17-148 with Tutorific!, in the amount of \$30,000.00, to provide additional instruction to students selected or assigned by the Special Education Services Department for tutoring outside of the normal school day during the 2017-2018 academic year.

Amendment # 1 in the amount of \$5,655.00, covers actual costs for services rendered through the end of the 2017-2018 fiscal year, for a total contract amount of \$35,655.00, to be paid out of Special Education Funds.

FISCAL IMPACT:

Not to exceed \$5,655.00 – Special Ed. Funds

RECOMMENDATION:

It is recommended by the Director, Special Education Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Amendment #1 to Agreement #17-148 with Tutorific!

ADDITIONAL MATERIAL(S):

Attached: Amendment #1, Tutorific! (1 Page)
Agreement #17-148, Tutorific! (6 Pages)

**AMENDMENT #1 TO AGREEMENT #17-148
with
Tutorific!
August 22, 2018**

At the Board meeting of September 20, 2017, the Board of Trustees approved Agreement #17-148 with Tutorific!, in the amount of \$30,000.00, to provide additional instruction to students selected or assigned by the Special Education Services Department for tutoring outside of the normal school day during the 2017-2018 academic year.

Amendment # 1 in the amount of \$5,655.00, covers actual costs for services rendered through the end of the 2017-2018 fiscal year, for a total contract amount of \$35,655.00, to be paid out of Special Education Funds.

TUTORIFIC!:

By: _____
Matt Oppenheimer, Owner

Date: _____

OXNARD SCHOOL DISTRICT:

By: _____
Lisa A. Franz, Director, Purchasing

Date: _____



Memorandum of Understanding (“MOU”) #17-148
Between
Oxnard School District (“OSD”) Special Education Department
1051 South “A” Street, Oxnard, CA 93030
And TUTORIFIC! (“Tutorific”)



- 1. Purpose.** This MOU is entered into for the purpose of providing additional instruction to students selected or assigned by OSD for tutoring outside of the normal school day (“Student”).
- 2. Term.** The Term of this Contract begins on July 1, 2017 and ends on June 30, 2018 (“Term”).
- 3. Payment.** Upon proper monthly invoicing which includes the amount of hours provided per student, District agrees to pay Tutorific for services performed during the Term of this Agreement at the rate of \$60 per hour per student for one-to-one tutoring.
- 4. Students.** Selection of students to participate under this MOU shall be at the discretion of OSD. Tutorific may decline and/or drop a Student if it is not possible to provide the tutoring due to lack of reasonable parent support in facilitating the tutoring (including but not limited to parent inflexibility to accept any of multiple scheduling options) or if the Student presents a danger to Tutorific staff. For each Student assigned to Tutorific by OSD, OSD shall provide Tutorific with the child’s name, parent(s) name(s), address, contact numbers, and any information OSD deems helpful in providing service to the Student, including but not limited to 504 plan, IEP, ISP, special education information, level of English language ability and home language, type of tutoring (if limited by OSD), and number of hours of tutoring (if limited by OSD).
- 5. Subjects & Duration.** The subject(s) to be tested and tutored and are pre-approved by OSD are reading, language arts, spelling, and math. If requested by the District and/or parent, and Tutorific’s tutor is able, tutor may assist with other subjects as best serves each student. Tutorific shall be notified by OSD in writing of Students assigned for a finite number of hours of tutoring at the time each Student is assigned, and OSD shall not be responsible to pay Tutorific for any tutoring beyond those stated hours. Students assigned without a finite number of hours shall be considered to be ongoing and OSD shall pay for all Tutorific-provided sessions for such Students throughout the school year in which the Students are assigned but OSD may stop any Student’s tutoring with a simple two week written notice.
- 6. Testing & Reporting.** Tutorific shall assess each Student as the first step of tutoring. Assessment time shall be counted and paid as tutoring time. Progress assessing and reporting shall occur approximately quarterly and at the end of each student’s assign duration with Tutorific. Progress is not tested nor reported for students who drop from the program before each scheduled progress test. Tutorific shall report non-excused absences to the district within a week of the missed session or missed make-up, whichever comes last. Attendance shall also be reported at the time of monthly billing.
- 7. Parent Communication.** Tutorific shall be responsible for parent communication related to student scheduling, absences, and make-ups. A copy of each report shall be provided by Tutorific to each Student’s parent. Tutorific shall provide reports to parents in Spanish when necessary for good communication.
- 8. Location of Tutoring.** The location of tutoring shall be determined by mutual agreement between Tutorific and the Student’s parent and may be at the school, Tutorific’s clinic, a public library, or in-home. Tutorific shall make good effort to provide the tutoring at each Student’s home school campus when possible while keeping in mind some families’ limitations related to parent work schedules and transportation, facility space and tutor availability.

9. Staff Qualifications. Provider will ensure that all individuals employed, contracted, or otherwise hired by Provider to provide instruction or related services are qualified in the area in which the individuals are providing such instruction or services. Provider will comply with all laws and regulations governing the licensed professions, including but not limited to, the provisions with respect to supervision. Provider will deliver designated instruction and services utilizing personnel who have experience working with the type(s) of student(s) assigned or who possess a license issued by an appropriate licensing agency authorizing the licensee to provide the specific service, or possess a credential authorizing the service or are otherwise qualified to provide the service. Tutorific may make exceptions to these qualification with the written approval of the Learning Rights Law Center or a representative of the Oxnard School District.

10. Materials. Tutorific shall supply Students with all materials necessary for providing high quality tutoring. Computer tablets and other electronic devices are not included as part of this MOU except those provided by OSD.

11. Independent Contractor. Nothing in this MOU will be construed to imply a joint venture or employment.

12. Student Confidentiality. Student information shall be kept confidential by Tutorific. A copy of all student records will be delivered to OSD with the monthly invoice. Records will be kept in accordance with the directed needs of OSD.

13. Incident, Accident, and Child Abuse Reporting. Tutorific will submit a written accident report to the District within 24 hours of any accident or incident when a pupil has suffered an injury, injured another individual, or has been involved in an activity requiring notification of law enforcement or emergency personnel. Tutorific hereby agrees that all staff members, including volunteers, are familiar with and agree to child abuse and missing children reporting obligations and procedures under California law, including but not limited to, California Education Code Section 49370 and California Penal Code section 11166, *et seq.* Tutorific agrees that all staff members will abide by such laws in a timely manner.

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

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

16. References to OSD & Tutorific. All references to OSD and Tutorific in this agreement relate specifically to this MOU and not to any other agreement between OSD and Tutorific.

17. Termination.

a. Without Cause. This Contract may be terminated by the District or the Provider at any time. To terminate this Contract, either party will give 20 calendar days written notice prior to the date of termination. Upon termination, without default of Provider, the District will pay, without duplication, for all services satisfactorily performed to the date of termination. In consideration of this payment, Provider waives all rights to any further payment of damage. Under no circumstances will Provider be entitled to anticipatory, lost profits or consequential damages as a result of termination under this section.

b. For Cause.

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

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

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

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

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

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

For the District:

Amelia Sugden or Nadia Villapudua
Director, Special Education
Oxnard School District
1051 South "A" Street
Oxnard, CA 93030

For Tutorific:

Matt Oppenheimer
Executive Director / Owner
Tutorific!
484 Mobil Avenue, Suite 12
Camarillo, CA 93010

OXNARD SCHOOL DISTRICT:



Lisa A. Franz, Director, Purchasing

TUTORIFIC!:



Matt Oppenheimer, Executive Director/Owner

9-27-17

Date

9/1/14

Date

EXHIBIT A

INSURANCE

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

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

(1) Commercial General Liability coverage of not less than one million dollars (\$1,000,000) combined single limit, bodily injury, personal injury and property damage liability per occurrence, in a form acceptable to the District.

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

(3) Insurance Coverage shall include:

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

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

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

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

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

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

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

B. General Liability and Automobile Liability Coverages.

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

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

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

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

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

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

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

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

EXHIBIT B

CONFLICT OF INTEREST CHECK

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

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

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

Date: _____

By: _____

Lisa A, Franz
Director, Purchasing

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Ana DeGenna

Date of Meeting: 8/22/18

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

Ratification of Amendment #1 to Agreement #17-249 - Ventura County Office of Education, Special Circumstances Paraeducator Services - SCP (DeGenna/Sugden)

At the Board meeting of January 17, 2018, the Board of Trustees ratified Agreement #17-249 for 7 student service agreements with Ventura County Office of Education (VCOE) for the 2017-2018 school year, to provide exceptional services to special education students that consist of support from Special Circumstances Paraeducators (SCP's), including Extended School Year, in the amount not to exceed \$126,355.60.

Amendment #1 is required to increase the amount of Agreement #17-249 in the amount of \$7,178.76, for a total contract amount of \$133,534.36 for the 2017-18 school year. The increased cost is due to additional services for the following student:

Student 2017-2018:

MA102113 - \$7,178.76

FISCAL IMPACT:

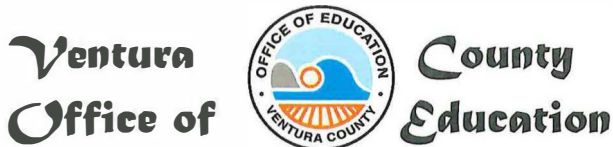
\$7,178.76 - Special Education Funds

RECOMMENDATION:

It is the recommendation of the Director, Special Education Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Amendment #1 to Agreement #17-249 with the Ventura County Office of Education for Special Circumstances Paraeducator Services (SCP's), in the amount of \$7,178.76.

ADDITIONAL MATERIAL(S):

Attached: Amendment #1 (1 Page)
Agreement #17-249, Ventura County Office of Education (7 Pages)



Memorandum

STANLEY C. MANTOOTH, COUNTY SUPERINTENDENT • 5189 VERDUGO WAY, CAMARILLO, CA 93012

ADDENDUM TO AGREEMENT (OX81A-17/18)

May 18, 2018

Oxnard School District
Agreement # OX81A-17/18 (MA102113)

Amendment to special circumstance educational support as specified below:

Agreement in place has been exceeded. This addendum is to add the exceeded amount.

4. DISTRICT shall reimburse SUPERINTENDENT the actual cost of providing the exceptional service plus the state approved indirect cost rate of SUPERINTENDENT.

Authorized exceptional service(s) shall consist of special circumstance educational support through out the school day for a total of 165 minutes a week. ESY will be provided at 120 minutes a day.

6. The term of this contract shall begin 5/18/2018 and continue thereafter on a continuing basis until the IEP of said student is modified or until student's district of residence changes.

FISCAL YEAR-based on IEP date: (including ESY, if applica	CURRENT: <u>2017-2018</u>	EXCEEDED AMOUNT: <u>2017-2018</u>
	12/14/2017-6/7/2018	5/1/2018-6/7/2018
	(ESY: 6/11/2018-6/29/2018)	(ESY: 6/11/2018-6/29/2018)
	\$ <u>12,063.80</u>	\$ <u>7,178.76</u>

Original estimated cost: \$12,063.80
Amount added/owed: \$ 7,178.76
Revised Total of Estimated Cost: \$ 19,242.56

Requested by: [Signature] Date: 5.25.18
Program Manager

Approved by: _____ Date: _____
Director, Business Services

Accepted by: _____ Date: _____
Lisa A. Franz

Title: _____
Director, Purchasing



AGREEMENT

For Paraeducator Performing Special Circumstance Educational Supports

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

1. This agreement pertains to providing exceptional service(s) for, JA100109 a Special Education pupil who is a resident of DISTRICT and currently attends, Dwire School a special education program operated by SUPERINTENDENT.
2. SUPERINTENDENT agrees to provide for the exceptional service(s) of such Special Education pupil as authorized by DISTRICT or its designee and agreed to by SUPERINTENDENT.
3. DISTRICT shall reimburse SUPERINTENDENT the actual cost of providing the exceptional service plus the state approved indirect cost rate of SUPERINTENDENT.

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

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

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

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

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

OXNARD SCHOOL DISTRICT

Lisa A. Franz
Signature Lisa A. Franz

Title: Director, Purchasing

Date: 1-19-18

VENTURA COUNTY OFFICE OF EDUCATION

Accepted By: [Signature]
Special Education Authorized Representative

Approved By: Lisa Clive
Business Services Authorized Representative

Date: 2/23/18

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

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



AGREEMENT

For Paraeducator Performing Special Circumstance Services

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

1. This agreement pertains to providing exceptional service(s) for, KR071607 a Special Education pupil who is a resident of DISTRICT and currently attends, Penfield School a special education program operated by SUPERINTENDENT.
2. SUPERINTENDENT agrees to provide for the exceptional service(s) of such Special Education pupil as authorized by DISTRICT or its designee and agreed to by SUPERINTENDENT.
3. DISTRICT shall reimburse SUPERINTENDENT the actual cost of providing the exceptional service plus the state approved indirect cost rate of SUPERINTENDENT.

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

4. DISTRICT acknowledges that certain types of expenses will continue to accrue during periods of student's absence from school, including but not limited to salary and benefits of staff providing the exceptional service(s). DISTRICT further acknowledges that if the exceptional service(s) includes the service(s) of SUPERINTENDENT's employee(s), 30 day notice is required to layoff an employee for lack of work. Therefore, in the event the student unexpectedly leaves SUPERINTENDENT's program, SUPERINTENDENT will make every attempt to re-assign any staff involved in providing the exceptional service(s); however, if that is not possible, DISTRICT will reimburse SUPERINTENDENT for expense incurred throughout the layoff notice period.
5. DISTRICT does hereby agree to defend, indemnify and hold harmless the SUPERINTENDENT, the Ventura County Board of Education, and its officers, and employees from any and all claims, demands, liabilities, expenses (including attorneys' fees and costs of defense) arising as a result of SUPERINTENDENT's obligations under this agreement. However, this indemnification shall not apply if it is ultimately adjudicated that such claim, demand, liability or expense arose out of the sole negligence of the SUPERINTENDENT.
6. The term of this contract shall begin 8/23/2017 (IEP date 12/14/2016), and continue thereafter on a continuing basis until the IEP of said student is modified or until student's district of residence changes.

FISCAL YEAR-based on IEP date:	CURRENT: <u>2016-2017</u>	UPCOMING: <u>2017-2018</u> (8/23/2017-12/14/2017)
(including ESY, if applicable)	\$ _____	+ \$ <u>3,040.24</u>

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

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

OXNARD SCHOOL DISTRICT

VENTURA COUNTY OFFICE OF EDUCATION

Lisa A. Franz
Signature Lisa A. Franz

Accepted By: [Signature]
Special Education Authorized Representative

Title: Director, Purchasing

Approved By: Lisa Cline
Business Services Authorized Representative

Date: 1-19-18

Date: 2-23-18

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

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



AGREEMENT

For Paraeducator Performing Special Circumstance Educational Support

This Agreement, effective **August 16, 2017** is made by and between the Ventura County Office of Education, hereinafter referred to as SUPERINTENDENT, and the Oxnard ~~Elementary~~ School District, hereinafter referred to as DISTRICT.

1. This agreement pertains to providing exceptional service(s) for, PL031809 a Special Education pupil who is a resident of DISTRICT and currently attends, Los Nogales School a special education program operated by SUPERINTENDENT.
2. SUPERINTENDENT agrees to provide for the exceptional service(s) of such Special Education pupil as authorized by DISTRICT or its designee and agreed to by SUPERINTENDENT.
3. DISTRICT shall reimburse SUPERINTENDENT the actual cost of providing the exceptional service plus the state approved indirect cost rate of SUPERINTENDENT.

Authorized exceptional service(s) shall consist of Paraeducator performing Special Circumstances services throughout the school day, 1605 minutes weekly.

4. DISTRICT acknowledges that certain types of expenses will continue to accrue during periods of student's absence from school, including but not limited to salary and benefits of staff providing the exceptional service(s). DISTRICT further acknowledges that if the exceptional service(s) includes the service(s) of SUPERINTENDENT's employee(s), 30 days' notice is required to layoff an employee for lack of work. Therefore, in the event the student unexpectedly leaves SUPERINTENDENT's program, SUPERINTENDENT will make every attempt to re-assign any staff involved in providing the exceptional service(s); however, if that is not possible, DISTRICT will reimburse SUPERINTENDENT for expense incurred throughout the layoff notice period.
5. DISTRICT does hereby agree to defend, indemnify and hold harmless the SUPERINTENDENT, the Ventura County Board of Education, and its officers, and employees from any and all claims, demands, liabilities, expenses (including attorneys' fees and costs of defense) arising as a result of SUPERINTENDENT's obligations under this agreement. However, this indemnification shall not apply if it is ultimately adjudicated that such claim, demand, liability or expense arose out of the sole negligence of the SUPERINTENDENT.
6. The term of this contract shall begin 8/16/2017 (IEP date 4/28/2017), and continue thereafter on a continuing basis until the IEP of said student is modified or until student's district of residence changes.

FISCAL YEAR-based on IEP date:	CURRENT: <u>2017-2018</u>	UPCOMING: <u>2018-2019</u>
(Including ESY, if applicable)	<u>8/16/2017-10/25/2017</u>	
	\$ <u>10,780.00</u>	+ \$ _____

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

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

OXNARD ~~ELEMENTARY~~ SCHOOL DISTRICT

VENTURA COUNTY OFFICE OF EDUCATION

Signature Lisa A. Franz
Lisa A. Franz

Accepted By: [Signature]
Special Education Authorized Representative

Title: Director, Purchasing

Approved By: Lisa Alene
Business Services Authorized Representative

Date: 1-19-18

Date: 2/23/18

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

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



AGREEMENT

For Paraeducator Performing Special Circumstance Educational Support

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

1. This agreement pertains to providing exceptional service(s) for, MA102113, a Special Education pupil who is a resident of DISTRICT and currently attends, Dwire School a special education program operated by SUPERINTENDENT.
2. SUPERINTENDENT agrees to provide for the exceptional service(s) of such Special Education pupil as authorized by DISTRICT or its designee and agreed to by SUPERINTENDENT.
3. DISTRICT shall reimburse SUPERINTENDENT the actual cost of providing the exceptional service plus the state approved indirect cost rate of SUPERINTENDENT.

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

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

FISCAL YEAR-based on IEP date: (including ESY, if applicable)	CURRENT: <u>2017-2018</u> (<u>12/14/2017-6/7/2018</u>) (ESY: <u>6/11/2018-6/29/2018</u>) ✓		UPCOMING: <u>2018-2019</u>
	\$ <u>12,063.80</u>	+	\$ _____

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

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

OXNARD SCHOOL DISTRICT

VENTURA COUNTY OFFICE OF EDUCATION

Signature Lisa A. Franz
Lisa A. Franz

Accepted By: _____
Special Education Authorized Representative

Title: Director, Purchasing

Approved By: Lisa Cline
Business Services Authorized Representative

Date: 1-19-18

Date: 2/23/18

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

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



AGREEMENT

For Paraeducator Performing Special Circumstance Educational Support

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

1. This agreement pertains to providing exceptional service(s) for, MP121103, a Special Education pupil who is a resident of DISTRICT and currently attends, Foster School a special education program operated by SUPERINTENDENT.
2. SUPERINTENDENT agrees to provide for the exceptional service(s) of such Special Education pupil as authorized by DISTRICT or its designee and agreed to by SUPERINTENDENT.
3. DISTRICT shall reimburse SUPERINTENDENT the actual cost of providing the exceptional service plus the state approved indirect cost rate of SUPERINTENDENT.

Authorized exceptional service(s) shall consist of **Paraeducator performing Special Circumstances Educational Support through out the school day, 330 min daily. ESY will be provided at 240 minutes a day.**

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

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

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

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

OXNARD SCHOOL DISTRICT

VENTURA COUNTY OFFICE OF EDUCATION

Lisa A. Franz
Signature Lisa A. Franz

Accepted By: [Signature]
Special Education Authorized Representative

Title: Director, Purchasing

Approved By: Lisa Cline
Business Services Authorized Representative

Date: 1-19-18

Date: 2/23/18

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

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



AGREEMENT

For Paraeducator Performing Special Circumstance Educational Support

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

1. This agreement pertains to providing exceptional service(s) for, IR033009 a Special Education pupil who is a resident of DISTRICT and currently attends Phoenix- Los Nogales School a special education program operated by SUPERINTENDENT.
2. SUPERINTENDENT agrees to provide for the exceptional service(s) of such Special Education pupil as authorized by DISTRICT or its designee and agreed to by SUPERINTENDENT.
3. DISTRICT shall reimburse SUPERINTENDENT the actual cost of providing the exceptional service plus the state approved indirect cost rate of SUPERINTENDENT.

Authorized exceptional service(s) shall consist of Paraeducator performing Special Circumstances Educational Support throughout the school day, 1605 minutes weekly.

4. DISTRICT acknowledges that certain types of expenses will continue to accrue during periods of student's absence from school, including but not limited to salary and benefits of staff providing the exceptional service(s). DISTRICT further acknowledges that if the exceptional service(s) includes the service(s) of SUPERINTENDENT's employee(s), 30 days' notice is required to layoff an employee for lack of work. Therefore, in the event the student unexpectedly leaves SUPERINTENDENT's program, SUPERINTENDENT will make every attempt to re-assign any staff involved in providing the exceptional service(s); however, if that is not possible, DISTRICT will reimburse SUPERINTENDENT for expense incurred throughout the layoff notice period.
5. DISTRICT does hereby agree to defend, indemnify and hold harmless the SUPERINTENDENT, the Ventura County Board of Education, and its officers, and employees from any and all claims, demands, liabilities, expenses (including attorneys' fees and costs of defense) arising as a result of SUPERINTENDENT's obligations under this agreement. However, this indemnification shall not apply if it is ultimately adjudicated that such claim, demand, liability or expense arose out of the sole negligence of the SUPERINTENDENT.
6. The term of this contract shall begin 9/5/2017 (IEP date=5/31/2017), and continue thereafter on a continuing basis until the IEP of said student is modified or until student's district of residence changes.

FISCAL YEAR-based on IEP date:	CURRENT: <u>2017-2018</u> (9/5/2017-10/27/2017) ✓	UPCOMING: <u>2018-2019</u>
(Including ESY, if applicable)	\$ <u>16,620.80</u>	+ \$ _____

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

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

OXNARD SCHOOL DISTRICT

VENTURA COUNTY OFFICE OF EDUCATION

Lisa A. Franz
Signature Lisa A. Franz

Accepted By: [Signature]
Special Education Authorized Representative

Title: Director, Purchasing

Approved By: Lisa Cline
Business Services Authorized Representative

Date: 1-19-18

Date: 2/23/18

Estimated Cost \$ 16,620.80

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



28



AGREEMENT

For Paraeducator Performing Special Circumstance Educational Support

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

1. This agreement pertains to providing exceptional service(s) for, LG102505 a Special Education pupil who is a resident of DISTRICT and currently attends, Foster School a special education program operated by SUPERINTENDENT.
2. SUPERINTENDENT agrees to provide for the exceptional service(s) of such Special Education pupil as authorized by DISTRICT or its designee and agreed to by SUPERINTENDENT.
3. DISTRICT shall reimburse SUPERINTENDENT the actual cost of providing the exceptional service plus the state approved indirect cost rate of SUPERINTENDENT.

Authorized exceptional service(s) shall consist of Paraeducator performing Special Circumstances Educational Support throughout the school day and during transportation to and from school, 390 minutes daily. ESY will be provided at 280 minutes a day.

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

FISCAL YEAR-based on IEP date:	CURRENT: <u>2017-2018</u> <u>8/28/2017-6/8/2018</u> (ESY: <u>6/11/2018-6/29/2018</u>)	UPCOMING: <u>2018-2019</u>
(including ESY, if applicable)	\$ <u>47,335.96</u>	+ \$ _____

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

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

OXNARD SCHOOL DISTRICT

Lisa A. Franz
Signature Lisa A. Franz

Title: Director, Purchasing

Date: 1-19-18

VENTURA COUNTY OFFICE OF EDUCATION

Accepted By: [Signature]
Special Education Authorized Representative

Approved By: Lisa Clure
Business Services Authorized Representative

Date: 2/23/18

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

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

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Ana DeGenna

Date of Meeting: 8/22/18

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

Ratification of Amendment #1 to Agreement #17-264 - Ventura County Office of Education, Special Circumstances Paraeducator Services - SCP (DeGenna/Sugden)

At the Board meeting of February 21, 2018, the Board of Trustees approved Agreement #17-264 with the Ventura County Office of Education (VCOE) to provide exceptional services to special education students that consist of support from Special Circumstances Paraeducators (SCP's), including Extended School Year, in the amount not to exceed \$154,095.20.

Amendment #1 in the amount of \$13,592.66 is required to cover additional services for one student, bringing the total contract amount to \$167,687.86.

Student 2017-2018:

KP033105 \$ 13,592.66 *(Includes Bus Aide)*

FISCAL IMPACT:

\$13,592.66 - 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 Amendment #1 to Agreement #17-264 with the Ventura County Office of Education for Special Circumstances Paraeducator Services (SCP's), in the amount of \$13,592.66.

ADDITIONAL MATERIAL(S):

Attached: Amendment #1 (1 Page)
 Agreement #17-264, Ventura County Office of Education (5 Pages)



County Education

Memorandum

STANLEY C. MANTOOTH, COUNTY SUPERINTENDENT • 5189 VERDUGO WAY, CAMARILLO, CA 93012

ADDENDUM TO AGREEMENT (OX82A-17/18)

May 18, 2018

Oxnard School District
Agreement # OX82A-17/18

KP033105

Amendment to special circumstance educational support as specified below:

Agreement in place has been exceeded. This addendum is to add the exceeded amount.

4. DISTRICT shall reimburse SUPERINTENDENT the actual cost of providing the exceptional service plus the state approved indirect cost rate of SUPERINTENDENT.

Authorized exceptional service(s) shall consist of special circumstance educational support through out the school day for a total of 390 minutes a day. ESY will be provided at 300 minutes a day.

6. The term of this contract shall begin 5/18/2018 and continue thereafter on a continuing basis until the IEP of said student is modified or until student's district of residence changes.

FISCAL YEAR-based on IEP date: (including ESY, if applica	CURRENT: <u>2017-2018</u>	EXCEEDED AMOUNT: <u>2017-2018</u>
	11/5/2017-6/8/2018	5/1/2018-6/7/2018
	(ESY: 6/11/2018-6/29/2018)	(ESY: 6/11/2018-6/29/2018)
	\$ <u>35,809.20</u>	\$ <u>13,592.66</u>

Original estimated cost: \$35,809.20
Amount added/owed: \$13,592.66
Revised Total of Estimated Cost: \$ 49,401.86

Requested by: *Palmer Costello* Date: 5.25.18
Program Manager

Approved by: _____ Date: _____
Director, Business Services

Accepted by: _____ Date: _____
Lisa A. Franz

Title: Director, Purchasing



AGREEMENT

For Paraeducator Performing Special Circumstance Services

This Agreement, effective August 16, 2017 is made by and between the Ventura County Office of Education, hereinafter referred to as SUPERINTENDENT, and the Oxnard School District, hereinafter referred to as DISTRICT.

1. This agreement pertains to providing exceptional service(s) for, AC080310 a Special Education pupil who is a resident of DISTRICT and currently attends, Dwire School a special education program operated by SUPERINTENDENT.
2. SUPERINTENDENT agrees to provide for the exceptional service(s) of such Special Education pupil as authorized by DISTRICT or its designee and agreed to by SUPERINTENDENT.
3. DISTRICT shall reimburse SUPERINTENDENT the actual cost of providing the exceptional service plus the state approved indirect cost rate of SUPERINTENDENT.

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

4. DISTRICT acknowledges that certain types of expenses will continue to accrue during periods of student's absence from school, including but not limited to salary and benefits of staff providing the exceptional service(s). DISTRICT further acknowledges that if the exceptional service(s) includes the service(s) of SUPERINTENDENT's employee(s), 30 day notice is required to layoff an employee for lack of work. Therefore, in the event the student unexpectedly leaves SUPERINTENDENT's program, SUPERINTENDENT will make every attempt to re-assign any staff involved in providing the exceptional service(s); however, if that is not possible, DISTRICT will reimburse SUPERINTENDENT for expense incurred throughout the layoff notice period.
5. DISTRICT does hereby agree to defend, indemnify and hold harmless the SUPERINTENDENT, the Ventura County Board of Education, and its officers, and employees from any and all claims, demands, liabilities, expenses (including attorneys' fees and costs of defense) arising as a result of SUPERINTENDENT's obligations under this agreement. However, this indemnification shall not apply if it is ultimately adjudicated that such claim, demand, liability or expense arose out of the sole negligence of the SUPERINTENDENT.
6. The term of this contract shall begin 8/16/2017 (IEP date=5/23/2017), and continue thereafter on a continuing basis until the IEP of said student is modified or until student's district of residence changes.

FISCAL YEAR-based on IEP date:	CURRENT: <u>2016-2017</u>	UPCOMING: <u>2017-2018</u>
(including ESY, if applicable)	\$ _____	+(8/16/2017-5/23/2018) \$ <u>34,280.40</u>

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

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

OXNARD SCHOOL DISTRICT

Lisa A. Franz
Signature Lisa A. Franz

Title: Director, Purchasing

Date: 2-23-18

VENTURA COUNTY OFFICE OF EDUCATION

Accepted By: [Signature]
Special Education Authorized Representative

Approved By: Lisa Clive
Business Services Authorized Representative

Date: 3-5-18

Estimated Cost \$ 34,280.40 (2017-2018 fiscal year only)

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



AGREEMENT

For Paraeducator Performing Special Circumstance Educational Supports

This Agreement, effective **December 16, 2017** is made by and between the Ventura County Office of Education, hereinafter referred to as SUPERINTENDENT, and the **Oxnard School District**, hereinafter referred to as DISTRICT.

- 7. This agreement pertains to providing exceptional service(s) for, IO111109, a Special Education pupil who is a resident of DISTRICT and currently attends, **Dwire** School a special education program operated by SUPERINTENDENT.
- 8. SUPERINTENDENT agrees to provide for the exceptional service(s) of such Special Education pupil as authorized by DISTRICT or its designee and agreed to by SUPERINTENDENT.
- 9. DISTRICT shall reimburse SUPERINTENDENT the actual cost of providing the exceptional service plus the state approved indirect cost rate of SUPERINTENDENT.

Authorized exceptional service(s) shall consist of **Paraeducator performing Special Circumstances Educational Support through out the school day, 330 minutes a day. ESY will be calculated at 240 minutes a day.**

- 10. DISTRICT acknowledges that certain types of expenses will continue to accrue during periods of student's absence from school, including but not limited to salary and benefits of staff providing the exceptional service(s). DISTRICT further acknowledges that if the exceptional service(s) includes the service(s) of SUPERINTENDENT's employee(s), 30 days' notice is required to layoff an employee for lack of work. Therefore, in the event the student unexpectedly leaves SUPERINTENDENT's program, SUPERINTENDENT will make every attempt to re-assign any staff involved in providing the exceptional service(s); however, if that is not possible, DISTRICT will reimburse SUPERINTENDENT for expense incurred throughout the layoff notice period.
- 11. DISTRICT does hereby agree to defend, indemnify and hold harmless the SUPERINTENDENT, the Ventura County Board of Education, and its officers, and employees from any and all claims, demands, liabilities, expenses (including attorneys' fees and costs of defense) arising as a result of SUPERINTENDENT's obligations under this agreement. However, this indemnification shall not apply if it is ultimately adjudicated that such claim, demand, liability or expense arose out of the sole negligence of the SUPERINTENDENT.
- 12. The term of this contract shall begin 12/16/2017 (IEP date), and continue thereafter on a continuing basis until the IEP of said student is modified or until student's district of residence changes.

FISCAL YEAR-based on IEP date:	CURRENT: <u>2017-2018</u> 12/16/2017-6/7/2018 (ESY: 6/11/2018-6/29/2018)	UPCOMING: <u>2018-2019</u>
(including ESY, if applicable)	\$ <u>23,696.40</u>	+ \$ _____

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

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

OXNARD SCHOOL DISTRICT

VENTURA COUNTY OFFICE OF EDUCATION

Signature Lisa A. Franz
Lisa A. Franz

Accepted By: [Signature]
Special Education Authorized Representative

Title: Director, Purchasing

Approved By: Lisa Cline
Business Services Authorized Representative

Date: 2-23-18

Date: 3-5-18

Estimated Cost \$ 23,696.40 (fiscal year 2017-2018 only)

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



AGREEMENT

For Paraeducator Performing Special Circumstance Educational Support

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

- 6. This agreement pertains to providing exceptional service(s) for, KP033105, a Special Education pupil who is a resident of DISTRICT and currently attends Phoenix School a special education program operated by SUPERINTENDENT.
- 7. SUPERINTENDENT agrees to provide for the exceptional service(s) of such Special Education pupil as authorized by DISTRICT or its designee and agreed to by SUPERINTENDENT.
- 8. DISTRICT shall reimburse SUPERINTENDENT the actual cost of providing the exceptional service plus the state approved indirect cost rate of SUPERINTENDENT.

Authorized exceptional service(s) shall consist of Paraeducator performing Special Circumstances Educational Support 330 minutes a day throughout the school day and 60 minutes a day during transportation to and from school for a total of 390 minutes a day. ESY will be provided at 240 minutes a day throughout the school day and 60 minutes a day during transportation to and from school for a total of 300 minutes a day.

DISTRICT acknowledges that certain types of expenses will continue to accrue during periods of student's absence from school, including but not limited to salary and benefits of staff providing the exceptional service(s). DISTRICT further acknowledges that if the exceptional service(s) includes the service(s) of SUPERINTENDENT's employee(s), 30 days' notice is required to layoff an employee for lack of work. Therefore, in the event the student unexpectedly leaves SUPERINTENDENT's program, SUPERINTENDENT will make every attempt to re-assign any staff involved in providing the exceptional service(s); however, if that is not possible, DISTRICT will reimburse SUPERINTENDENT for expense incurred throughout the layoff notice period.

- 9. DISTRICT does hereby agree to defend, indemnify and hold harmless the SUPERINTENDENT, the Ventura County Board of Education, and its officers, and employees from any and all claims, demands, liabilities, expenses (including attorneys' fees and costs of defense) arising as a result of SUPERINTENDENT's obligations under this agreement. However, this indemnification shall not apply if it is ultimately adjudicated that such claim, demand, liability or expense arose out of the sole negligence of the SUPERINTENDENT.
- 10. The term of this contract shall begin 11/5/2017 (IEP date), and continue thereafter on a continuing basis until the IEP of said student is modified or until student's district of residence changes.

FISCAL YEAR-based on IEP date: (including ESY, if applicable)	CURRENT: <u>2017-2018</u> <u>11/5/2017-6/8/2018</u> (ESY: <u>6/11/2018- 6/29/2018</u>)	UPCOMING: <u>2018-2019</u>
	\$ <u>35,809.20</u>	\$ _____
	+	

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

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

OXNARD SCHOOL DISTRICT
Lisa A. Franz
Signature Lisa A. Franz

Title: Director, Purchasing

Date: 2-23-18

VENTURA COUNTY OFFICE OF EDUCATION
Accepted By: [Signature]
Special Education Authorized Representative

Approved By: Lisa Cline
Business Services Authorized Representative

Date: 3-5-18

Estimated Cost \$ 35,809.20

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



AGREEMENT

For Paraeducator Performing Special Circumstance Services

W

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

1. This agreement pertains to providing exceptional service(s) for, KW062904, a Special Education pupil who is a resident of DISTRICT and currently attends Foster School a special education program operated by SUPERINTENDENT.
2. SUPERINTENDENT agrees to provide for the exceptional service(s) of such Special Education pupil as authorized by DISTRICT or its designee and agreed to by SUPERINTENDENT.
3. DISTRICT shall reimburse SUPERINTENDENT the actual cost of providing the exceptional service plus the state approved indirect cost rate of SUPERINTENDENT.

Authorized 'exceptional service(s) shall consist of Paraeducator performing Special Circumstances services throughout the school day, 330 minutes a day. ESY minutes will be calculated at 240 minutes a day.

4. DISTRICT acknowledges that certain types of expenses will continue to accrue during periods of student's absence from school, including but not limited to salary and benefits of staff providing the exceptional service(s). DISTRICT further acknowledges that if the exceptional service(s) includes the service(s) of SUPERINTENDENT's employee(s), 30 days' notice is required to layoff an employee for lack of work. Therefore, in the event the student unexpectedly leaves SUPERINTENDENT's program, SUPERINTENDENT will make every attempt to re-assign any staff involved in providing the exceptional service(s); however, if that is not possible, DISTRICT will reimburse SUPERINTENDENT for expense incurred throughout the layoff notice period.
5. DISTRICT does hereby agree to defend, indemnify and hold harmless the SUPERINTENDENT, the Ventura County Board of Education, and its officers, and employees from any and all claims, demands, liabilities, expenses (including attorneys' fees and costs of defense) arising as a result of SUPERINTENDENT's obligations under this agreement. However, this indemnification shall not apply if it is ultimately adjudicated that such claim, demand, liability or expense arose out of the sole negligence of the SUPERINTENDENT.
6. The term of this contract shall begin 11/3/2017 (IEP date), and continue thereafter on a continuing basis until the IEP of said student is modified or until student's district of residence changes.

FISCAL YEAR-based on IEP date: (including ESY, if applicable)	CURRENT: <u>2017-2018</u> <u>11/3/2017-6/8/2018</u> (ESY: 6/11/2018-6/29/2018)	UPCOMING: <u>2018-2019</u>
	\$ <u>29,086.40</u>	+ \$ _____

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

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

OXNARD SCHOOL DISTRICT

VENTURA COUNTY OFFICE OF EDUCATION

Signature Lisa A. Franz

Accepted By: [Signature]
Special Education Authorized Representative

Title: Director, Purchasing

Approved By: Lisa Cline
Business Services Authorized Representative

Date: _____

Date: 3-5-18

Estimated Cost \$ 29,086.40

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



AGREEMENT

For Paraeducator Performing Special Circumstance Educational Support

This Agreement, effective **November 30, 2017** is made by and between the Ventura County Office of Education, hereinafter referred to as SUPERINTENDENT, and the **Oxnard School District**, hereinafter referred to as DISTRICT.

1. This agreement pertains to providing exceptional service(s) for, MZ020305, a Special Education pupil who is a resident of DISTRICT and currently attends Foster School a special education program operated by SUPERINTENDENT.
2. SUPERINTENDENT agrees to provide for the exceptional service(s) of such Special Education pupil as authorized by DISTRICT or its designee and agreed to by SUPERINTENDENT.
3. DISTRICT shall reimburse SUPERINTENDENT the actual cost of providing the exceptional service plus the state approved indirect cost rate of SUPERINTENDENT.

Authorized exceptional service(s) shall consist of **Paraeducator performing Special Circumstances Educational Support throughout the school day 330 minutes a day and 60 minutes a day during transportation to and from school for a total of 390 minutes a day. ESY will be provided at 240 minutes a day throughout the school day and 60 minutes a day during transportation to and from school for a total of 300 minutes a day.**

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

FISCAL YEAR-based on IEP date:	CURRENT: <u>2017-2018</u>	UPCOMING: <u>2018-2019</u>
	<u>11/30/2017-6/8/2018</u>	
	(ESY: <u>6/11/2018-6/29/2018</u>)	
(including ESY, if applicable)	\$ <u>31,222.80</u>	+ \$ _____

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

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

OXNARD SCHOOL DISTRICT

Lisa A. Franz
 Signature Lisa A. Franz

VENTURA COUNTY OFFICE OF EDUCATION

Accepted By: [Signature]
 Special Education Authorized Representative

Title: Director, Purchasing

Approved By: Lisa Cleme
 Business Services Authorized Representative

Date: 2-23-18

Date: 3-5-18

Estimated Cost \$ 31,222.80

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

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Ana DeGenna

Date of Meeting: 8/22/18

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

Ratification of Amendment #1 to Agreement #17-302 - Ventura County Office of Education, Special Circumstances Paraeducator Services - SCP (DeGenna/Sugden)

At the Board meeting of May 2, 2018, the Board of Trustees approved Agreement #17-302 with the Ventura County Office of Education (VCOE) to provide exceptional services to special education students that consist of support from Special Circumstances Paraeducators (SCP's), including Extended School Year, in the amount not to exceed \$65,297.40.

Amendment #1 in the amount of \$29,885.60 is required to cover additional services for two students, bringing the total contract amount to \$95,183.00.

Students 2017-2018:

OL083008 \$ 13,539.20
RR103108 \$ 16,346.40

FISCAL IMPACT:

\$29,885.60 - Special Education Funds

RECOMMENDATION:

It is the recommendation of the Director, Special Education Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Amendment #1 to Agreement #17-302 with the Ventura County Office of Education for Special Circumstances Paraeducator Services (SCP's), in the amount of \$29,885.60.

ADDITIONAL MATERIAL(S):

Attached: Amendment #1 (2 Pages)
 Agreement #17-302, Ventura County Office of Education (4 Pages)

Ventura Office of



County Education

Memorandum

STANLEY C. MANTOOTH, COUNTY SUPERINTENDENT • 5189 VERDUGO WAY, CAMARILLO, CA 93012

ADDENDUM TO AGREEMENT (OX72A-17/18)

May 18, 2018

Oxnard School District
Agreement # OX72A-17/18

OL083008

Amendment to special circumstance educational support as specified below:

Agreement in place has been exceeded. This addendum is to add the exceeded amount.

4. DISTRICT shall reimburse SUPERINTENDENT the actual cost of providing the exceptional service plus the state approved indirect cost rate of SUPERINTENDENT.

Authorized exceptional service(s) shall consist of special circumstance educational support through out the school day for a total of 330 minutes a day. ESY will be provided at 240 minutes a day.

6. The term of this contract shall begin 5/18/2018 and continue thereafter on a continuing basis until the IEP of said student is modified or until student's district of residence changes.

FISCAL YEAR-based on IEP date:
(including ESY, if applica

CURRENT: 2017-2018
2/23/2018-6/14/2018
(ESY: 6/18/2018-6/29/2018)
\$ 17,306.80

+

EXCEEDED AMOUNT: 2017-2018
5/1/2018-6/7/2018
(ESY: 6/11/2018-6/29/2018)
\$ 13,539.20

Original estimated cost: \$17,306.80
Amount added/owed: \$ 13,539.20
Revised Total of Estimated Cost: \$ 30,846.00

Requested by: J. Arner Costello
Program Manager

Date: 5.25.18

Approved by: _____
Director, Business Services

Date: _____

Accepted by: _____
Lisa A. Franz

Date: _____

Title: Director, Purchasing

Ventura Office of



County Education

Memorandum

STANLEY C. MANTOOTH, COUNTY SUPERINTENDENT • 5189 VERDUGO WAY, CAMARILLO, CA 93012

ADDENDUM TO AGREEMENT (OX91A-17/18)

May 18, 2018

Oxnard School District
Agreement # OX91A-17/18

RR103108

Amendment to special circumstance educational support as specified below:

Agreement in place has been exceeded. This addendum is to add the exceeded amount.

4. DISTRICT shall reimburse SUPERINTENDENT the actual cost of providing the exceptional service plus the state approved indirect cost rate of SUPERINTENDENT.

Authorized exceptional service(s) shall consist of special circumstance educational support through out the school day for a total of 330 minutes a day. ESY will be provided at 240 minutes a day.

6. The term of this contract shall begin 5/18/2018 and continue thereafter on a continuing basis until the IEP of said student is modified or until student's district of residence changes.

FISCAL YEAR-based on IEP date: (including ESY, if applica	CURRENT: <u>2017-2018</u>	EXCEEDED AMOUNT: <u>2017-2018</u>
	2/24/2018-6/7/2018	5/1/2018-6/7/2018
	(ESY: 6/11/2018-6/29/2018)	(ESY: 6/11/2018-6/29/2018)
	\$ <u>17,091.20</u> +	\$ <u>16,346.40</u>

Original estimated cost: \$17,091.20
Amount added/owed: \$16,346.40
Revised Total of Estimated Cost: \$33,437.60

Requested by: J. Arner-Cortello Date: 5.25.18
Program Manager

Approved by: _____ Date: _____
Director, Business Services

Accepted by: _____ Date: _____
Lisa A. Franz

Title: Director, Purchasing



AGREEMENT

For Paraeducator Performing Special Circumstance Educational Support

This Agreement, effective **February 23, 2018** is made by and between the Ventura County Office of Education, hereinafter referred to as SUPERINTENDENT, and the **Oxnard School District**, hereinafter referred to as DISTRICT.

1. This agreement pertains to providing exceptional service(s) for, OL083008, a Special Education pupil who is a resident of DISTRICT and currently attends Penfield School a special education program operated by SUPERINTENDENT.
2. SUPERINTENDENT agrees to provide for the exceptional service(s) of such Special Education pupil as authorized by DISTRICT or its designee and agreed to by SUPERINTENDENT.
3. DISTRICT shall reimburse SUPERINTENDENT the actual cost of providing the exceptional service plus the state approved indirect cost rate of SUPERINTENDENT.

Authorized exceptional service(s) shall consist of **Paraeducator performing special circumstance support throughout the school day for a total of 330 minutes a day. ESY will be provided at 240 minutes a day.**

4. DISTRICT acknowledges that certain types of expenses will continue to accrue during periods of student's absence from school, including but not limited to salary and benefits of staff providing the exceptional service(s). DISTRICT further acknowledges that if the exceptional service(s) includes the service(s) of SUPERINTENDENT's employee(s), 45 days' notice is required to layoff an employee for lack of work. Therefore, in the event the student unexpectedly leaves SUPERINTENDENT's program, SUPERINTENDENT will make every attempt to re-assign any staff involved in providing the exceptional service(s); however, if that is not possible, DISTRICT will reimburse SUPERINTENDENT for expense incurred throughout the layoff notice period.
5. DISTRICT does hereby agree to defend, indemnify and hold harmless the SUPERINTENDENT, the Ventura County Board of Education, and its officers, and employees from any and all claims, demands, liabilities, expenses (including attorneys' fees and costs of defense) arising as a result of SUPERINTENDENT's obligations under this agreement. However, this indemnification shall not apply if it is ultimately adjudicated that such claim, demand, liability or expense arose out of the sole negligence of the SUPERINTENDENT.
6. The term of this contract shall begin 2/23/2018 (IEP date) and continue thereafter on a continuing basis until the IEP of said student is modified or until student's district of residence changes.

FISCAL YEAR-based on IEP date: (including ESY, if applicable)	CURRENT: <u>2017-2018</u> <u>2/23/2018-6/14/2018</u> (ESY: 6/18/2018-6/29/2018)	UPCOMING: <u>2018-2019</u>
	\$ <u>17,306.80</u>	+

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

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

OXNARD SCHOOL DISTRICT

VENTURA COUNTY OFFICE OF EDUCATION

Lisa A. Franz
Signature **Lisa A. Franz**

Accepted By: [Signature]
Special Education Authorized Representative

Title: Director, Purchasing

Approved By: _____
Business Services Authorized Representative

Date: 5-17-18

Date: _____

Estimated Cost \$ 17,306.80

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



AGREEMENT

For Paraeducator Performing Special Circumstance Educational Support

This Agreement, effective **February 24, 2018** is made by and between the Ventura County Office of Education, hereinafter referred to as SUPERINTENDENT, and the **Oxnard School District**, hereinafter referred to as DISTRICT.

1. This agreement pertains to providing exceptional service(s) for, RR103108 a Special Education pupil who is a resident of DISTRICT and currently attends, Penfield School a special education program operated by SUPERINTENDENT.
2. SUPERINTENDENT agrees to provide for the exceptional service(s) of such Special Education pupil as authorized by DISTRICT or its designee and agreed to by SUPERINTENDENT.
3. DISTRICT shall reimburse SUPERINTENDENT the actual cost of providing the exceptional service plus the state approved indirect cost rate of SUPERINTENDENT.

Authorized exceptional service(s) shall consist of **Paraeducator performing special circumstance educational support throughout the school day for a total of 330 minutes a day. ESY will be provided at 240 minutes a day.**

4. DISTRICT acknowledges that certain types of expenses will continue to accrue during periods of student's absence from school, including but not limited to salary and benefits of staff providing the exceptional service(s). DISTRICT further acknowledges that if the exceptional service(s) includes the service(s) of SUPERINTENDENT's employee(s), 45 days' notice is required to layoff an employee for lack of work. Therefore, in the event the student unexpectedly leaves SUPERINTENDENT's program, SUPERINTENDENT will make every attempt to re-assign any staff involved in providing the exceptional service(s); however, if that is not possible, DISTRICT will reimburse SUPERINTENDENT for expense incurred throughout the layoff notice period.
5. DISTRICT does hereby agree to defend, indemnify and hold harmless the SUPERINTENDENT, the Ventura County Board of Education, and its officers, and employees from any and all claims, demands, liabilities, expenses (including attorneys' fees and costs of defense) arising as a result of SUPERINTENDENT's obligations under this agreement. However, this indemnification shall not apply if it is ultimately adjudicated that such claim, demand, liability or expense arose out of the sole negligence of the SUPERINTENDENT.
6. The term of this contract shall begin 2/24/2018 (IEP date) and continue thereafter on a continuing basis until the IEP of said student is modified or until student's district of residence changes.

FISCAL YEAR-based on IEP date:	CURRENT: <u>2017-2018</u> <u>2/24/2018-6/7/2018</u> (ESY: <u>6/11/2018-6/29/2018</u>)	UPCOMING: <u>2018-2019</u> ()
(including ESY, if applicable)	\$ <u>17,091.20</u>	+ \$ _____

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

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

OXNARD SCHOOL DISTRICT

VENTURA COUNTY OFFICE OF EDUCATION

Lisa A. Franz
 Signature **Lisa A. Franz**

Accepted By: [Signature]
 Special Education Authorized Representative

Title: Director, Purchasing

Approved By: _____
 Business Services Authorized Representative

Date: 5-17-18

Date: _____

Estimated Cost \$ 17,091.20

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



AGREEMENT

For Paraeducator Performing Special Circumstance Educational Support

This Agreement, effective February 1, 2018 is made by and between the Ventura County Office of Education, hereinafter referred to as SUPERINTENDENT, and the Oxnard School District, hereinafter referred to as DISTRICT.

1. This agreement pertains to providing exceptional service(s) for, AC070205, a Special Education pupil who is a resident of DISTRICT and currently attends, Foster School a special education program operated by SUPERINTENDENT.
2. SUPERINTENDENT agrees to provide for the exceptional service(s) of such Special Education pupil as authorized by DISTRICT or its designee and agreed to by SUPERINTENDENT.
3. DISTRICT shall reimburse SUPERINTENDENT the actual cost of providing the exceptional service plus the state approved indirect cost rate of SUPERINTENDENT.

Authorized exceptional service(s) shall consist of Paraeducator performing special circumstance educational support throughout the school day for a total of 330 minutes a day. ESY will be provided at 240 minutes a day.

4. DISTRICT acknowledges that certain types of expenses will continue to accrue during periods of student's absence from school, including but not limited to salary and benefits of staff providing the exceptional service(s). DISTRICT further acknowledges that if the exceptional service(s) includes the service(s) of SUPERINTENDENT's employee(s), 45 days' notice is required to layoff an employee for lack of work. Therefore, in the event the student unexpectedly leaves SUPERINTENDENT's program, SUPERINTENDENT will make every attempt to re-assign any staff involved in providing the exceptional service(s); however, if that is not possible, DISTRICT will reimburse SUPERINTENDENT for expense incurred throughout the layoff notice period.
5. DISTRICT does hereby agree to defend, indemnify and hold harmless the SUPERINTENDENT, the Ventura County Board of Education, and its officers, and employees from any and all claims, demands, liabilities, expenses (including attorneys' fees and costs of defense) arising as a result of SUPERINTENDENT's obligations under this agreement. However, this indemnification shall not apply if it is ultimately adjudicated that such claim, demand, liability or expense arose out of the sole negligence of the SUPERINTENDENT.
6. The term of this contract shall begin 2/1/2018 (IEP date=11/7/2017) and continue thereafter on a continuing basis until the IEP of said student is modified or until student's district of residence changes.

FISCAL YEAR-based on IEP date:	CURRENT: <u>2017-2018</u>	UPCOMING: <u>2018-2019</u>
	<u>2/1/2018-6/8/2018</u> (ESY: <u>6/11/2018-6/29/2018</u>)	
(including ESY, if applicable)	\$ <u>19,168.80</u>	+ \$ <u>TBA</u>

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

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

OXNARD SCHOOL DISTRICT

VENTURA COUNTY OFFICE OF EDUCATION

Signature Lisa A. Franz
Lisa A. Franz

Accepted By: [Signature]
Special Education Authorized Representative

Title: Director, Purchasing

Approved By: _____
Business Services Authorized Representative

Date: 5-17-18

Date: _____

Estimated Cost \$ 19,168.80

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



AGREEMENT

For Paraeducator Performing Special Circumstance Educational Support

This Agreement, effective **March 5, 2018** is made by and between the Ventura County Office of Education, hereinafter referred to as SUPERINTENDENT, and the **Oxnard School District**, hereinafter referred to as DISTRICT.

1. This agreement pertains to providing exceptional service(s) for, IR033009, a Special Education pupil who is a resident of DISTRICT and currently attends **Phoenix- Los Nogales** School a special education program operated by SUPERINTENDENT.
2. SUPERINTENDENT agrees to provide for the exceptional service(s) of such Special Education pupil as authorized by DISTRICT or its designee and agreed to by SUPERINTENDENT.
3. DISTRICT shall reimburse SUPERINTENDENT the actual cost of providing the exceptional service plus the state approved indirect cost rate of SUPERINTENDENT.

Authorized exceptional service(s) shall consist of **Paraeducator performing Special Circumstances Educational Support throughout the school day, 1560 minutes a week.**

4. DISTRICT acknowledges that certain types of expenses will continue to accrue during periods of student's absence from school, including but not limited to salary and benefits of staff providing the exceptional service(s). DISTRICT further acknowledges that if the exceptional service(s) includes the service(s) of SUPERINTENDENT's employee(s), 30 days' notice is required to layoff an employee for lack of work. Therefore, in the event the student unexpectedly leaves SUPERINTENDENT's program, SUPERINTENDENT will make every attempt to re-assign any staff involved in providing the exceptional service(s); however, if that is not possible, DISTRICT will reimburse SUPERINTENDENT for expense incurred throughout the layoff notice period.
5. DISTRICT does hereby agree to defend, indemnify and hold harmless the SUPERINTENDENT, the Ventura County Board of Education, and its officers, and employees from any and all claims, demands, liabilities, expenses (including attorneys' fees and costs of defense) arising as a result of SUPERINTENDENT's obligations under this agreement. However, this indemnification shall not apply if it is ultimately adjudicated that such claim, demand, liability or expense arose out of the sole negligence of the SUPERINTENDENT.
6. The term of this contract shall begin 3/5/2018 (IEP date), and continue thereafter on a continuing basis until the IEP of said student is modified or until student's district of residence changes.

FISCAL YEAR-based on IEP date: (including ESY, if applicable)	CURRENT: <u>2017-2018</u> <u>3/5/2018-5/31/2018</u>		UPCOMING: <u>2018-2019</u>
	\$ <u>11,730.60</u>	+	\$ _____

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

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

OXNARD SCHOOL DISTRICT

Lisa A. Franz
Signature **Lisa A. Franz**

VENTURA COUNTY OFFICE OF EDUCATION

Accepted By: [Signature]
Special Education Authorized Representative

Title: Director, Purchasing

Approved By: _____
Business Services Authorized Representative

Date: 5-17-18

Date: _____

Estimated Cost \$ 11,730.60

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

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Ana DeGenna

Date of Meeting: 8/22/18

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

Ratification of Amendment #1 to Agreement #17-307 - Ventura County Office of Education, Special Circumstances Paraeducator Services - SCP (DeGenna/Sugden)

At the Board meeting of June 6, 2018, the Board of Trustees ratified service agreements with Ventura County Office of Education (VCOE) for the 2017-2018 school year in the amount of \$49,715.40, to provide exceptional services to special education students that consist of support from Special Circumstances Paraeducators (SCP's), including Extended School Year for the following students:

Students 2017-2018:

EM111207 \$ 22,402.80
EN071309 \$ 27,312.60 (*Includes Bus Aide*)

Due to a miscalculation, or additional services provided to these students, Amendment #2 is required to increase the amount of Agreement #17-307 in the amount of \$42,928.00, for a total contract amount of \$92,643.40 for the 2017-18 school year as follows:

Students 2017-2018:

EM111207 \$ 18,326.00
EN071309 \$ 24,602.00 (*Includes Bus Aide*)

FISCAL IMPACT:

\$42,928.00 - 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 Amendment #1 to Agreement #17-307 with the Ventura County Office of Education for Special Circumstances Paraeducator Services (SCP's), in the amount of \$42,928.00.

ADDITIONAL MATERIAL(S):

Attached: Amendment #1 (2 Pages)
 Agreement #17-307, Ventura County Office of Education (2 Pages)



County Education

Memorandum

STANLEY C. MANTOOTH, COUNTY SUPERINTENDENT • 5189 VERDUGO WAY, CAMARILLO, CA 93012

ADDENDUM TO AGREEMENT (OX93A-17/18)

May 18, 2018

Oxnard School District
Agreement # OX93A-17/18

EM111207

Amendment to special circumstance educational support as specified below:

Agreement in place has been exceeded. This addendum is to add the exceeded amount.

4. DISTRICT shall reimburse SUPERINTENDENT the actual cost of providing the exceptional service plus the state approved indirect cost rate of SUPERINTENDENT.

Authorized exceptional service(s) shall consist of special circumstance educational support through out the school day for a total of 1650 minutes a week. ESY will be provided at 240 minutes a day.

6. The term of this contract shall begin 5/18/2018 and continue thereafter on a continuing basis until the IEP of said student is modified or until student's district of residence changes.

FISCAL YEAR-based on IEP date:	CURRENT: <u>2017-2018</u>	EXCEEDED AMOUNT: <u>2017-2018</u>
	<u>1/18/2018-6/8/2018</u>	<u>5/1/2018-6/7/2018</u>
	(ESY: <u>6/11/2018-6/29/2018</u>)	(ESY: <u>6/11/2018-6/29/2018</u>)
	\$ <u>22,402.80</u>	+ \$ <u>18,326.00</u>

Original estimated cost: \$22,402.80
Amount added/owed: \$18,326.00
Revised Total of Estimated Cost: \$ 40,728.80

Requested by: J. Arnes - Costello Date: 5.25.18
Program Manager

Approved by: _____ Date: _____
Director, Business Services

Accepted by: _____ Date: _____
Lisa A. Franz

Title: Director, Purchasing

Ventura
Office of



County
Education

Memorandum

STANLEY C. MANTOOTH, COUNTY SUPERINTENDENT • 5189 VERDUGO WAY, CAMARILLO, CA 93012

ADDENDUM TO AGREEMENT (OX76A-17/18)

May 18, 2018

Oxnard School District
Agreement # OX76A-17/18

EN071309

Amendment to special circumstance educational support as specified below:

Agreement in place has been exceeded. This addendum is to add the exceeded amount.

4. DISTRICT shall reimburse SUPERINTENDENT the actual cost of providing the exceptional service plus the state approved indirect cost rate of SUPERINTENDENT.

Authorized exceptional service(s) shall consist of special circumstance educational support through out the school day for a total of 1755 minutes a week. ESY will be provided at 260 minutes a day.

6. The term of this contract shall begin 5/18/2018 and continue thereafter on a continuing basis until the IEP of said student is modified or until student's district of residence changes.

FISCAL YEAR-based on IEP date: (including ESY, if applica	CURRENT: <u>2017-2018</u>	EXCEEDED AMOUNT: <u>2017-2018</u>
	12/13/2017-6/8/2018	5/1/2018-6/7/2018
	(ESY: 6/11/2018-6/29/2018)	(ESY: 6/11/2018-6/29/2018)
	\$ <u>27,312.60</u>	+ \$ <u>24,602.00</u>

Original estimated cost: \$27,312.60
Amount added/owed: \$24,602.00
Revised Total of Estimated Cost: \$ 51,914.60

Requested by: *Joanna Costello*
Program Manager

Date: 5.25.18

Approved by: _____
Director, Business Services

Date: _____

Accepted by: _____
Lisa A. Franz

Date: _____

Title: Director, Purchasing



AGREEMENT

For Paraeducator Performing Special Circumstance Educational Support

This Agreement, effective January 18, 2018 is made by and between the Ventura County Office of Education, hereinafter referred to as SUPERINTENDENT, and the Oxnard School District, hereinafter referred to as DISTRICT.

1. This agreement pertains to providing exceptional service(s) for, EM111207, a Special Education pupil who is a resident of DISTRICT and currently attends, Los Nogales School a special education program operated by SUPERINTENDENT.
2. SUPERINTENDENT agrees to provide for the exceptional service(s) of such Special Education pupil as authorized by DISTRICT or its designee and agreed to by SUPERINTENDENT.
3. DISTRICT shall reimburse SUPERINTENDENT the actual cost of providing the exceptional service plus the state approved indirect cost rate of SUPERINTENDENT.

Authorized exceptional service(s) shall consist of Paraeducator performing special circumstance educational support throughout the school day 1650 minutes weekly. ESY will be provided at 240 minutes a day throughout the school day.

4. DISTRICT acknowledges that certain types of expenses will continue to accrue during periods of student's absence from school, including but not limited to salary and benefits of staff providing the exceptional service(s). DISTRICT further acknowledges that if the exceptional service(s) includes the service(s) of SUPERINTENDENT's employee(s), 45 days' notice is required to layoff an employee for lack of work. Therefore, in the event the student unexpectedly leaves SUPERINTENDENT's program, SUPERINTENDENT will make every attempt to re-assign any staff involved in providing the exceptional service(s); however, if that is not possible, DISTRICT will reimburse SUPERINTENDENT for expense incurred throughout the layoff notice period.
5. DISTRICT does hereby agree to defend, indemnify and hold harmless the SUPERINTENDENT, the Ventura County Board of Education, and its officers, and employees from any and all claims, demands, liabilities, expenses (including attorneys' fees and costs of defense) arising as a result of SUPERINTENDENT's obligations under this agreement. However, this indemnification shall not apply if it is ultimately adjudicated that such claim, demand, liability or expense arose out of the sole negligence of the SUPERINTENDENT.
6. The term of this contract shall begin 1/18/2018 (IEP date) and continue thereafter on a continuing basis until the IEP of said student is modified or until student's district of residence changes.

FISCAL YEAR-based on IEP date: (including ESY, if applicable)	CURRENT: <u>2017-2018</u> 1/18/2018-6/8/2018 (ESY: 6/11/2018-6/29/2018)		UPCOMING: <u>2018-2019</u> (ESY: 7/2/2018-7/6/2018) 8/22/2018-1/11/2019
	\$ <u>22,402.80</u>	+	\$ <u>TBA</u>

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

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

SANTA PAULA UNIFIED SCHOOL DISTRICT

VENTURA COUNTY OFFICE OF EDUCATION

Signature Lisa A. Franz

Accepted By: [Signature]
Special Education Authorized Representative

Title: Director, Purchasing

Approved By: _____
Business Services Authorized Representative

Date: _____

Date: _____

Estimated Cost \$ 22,402.80



AGREEMENT

For Paraeducator Performing Special Circumstance Educational Support

This Agreement, effective **December 13, 2017** is made by and between the Ventura County Office of Education, hereinafter referred to as SUPERINTENDENT, and the **Oxnard School District**, hereinafter referred to as DISTRICT.

1. This agreement pertains to providing exceptional service(s) for, EN071309, a Special Education pupil who is a resident of DISTRICT and currently attends Los Nogales School a special education program operated by SUPERINTENDENT.
2. SUPERINTENDENT agrees to provide for the exceptional service(s) of such Special Education pupil as authorized by DISTRICT or its designee and agreed to by SUPERINTENDENT.
3. DISTRICT shall reimburse SUPERINTENDENT the actual cost of providing the exceptional service plus the state approved indirect cost rate of SUPERINTENDENT.

Authorized exceptional service(s) shall consist of **Paraeducator performing special circumstance educational support throughout the school day 1565 minutes weekly and during transportation to and from school for 30 minutes a day for a total of 1755 minutes a week.** ESY will be provided throughout the day for 230 minutes a day and during transportation to and from school for 30 minutes a day for a total of 260 minutes a day.

4. DISTRICT acknowledges that certain types of expenses will continue to accrue during periods of student's absence from school, including but not limited to salary and benefits of staff providing the exceptional service(s). DISTRICT further acknowledges that if the exceptional service(s) includes the service(s) of SUPERINTENDENT's employee(s), 45 days' notice is required to layoff an employee for lack of work. Therefore, in the event the student unexpectedly leaves SUPERINTENDENT's program, SUPERINTENDENT will make every attempt to re-assign any staff involved in providing the exceptional service(s); however, if that is not possible, DISTRICT will reimburse SUPERINTENDENT for expense incurred throughout the layoff notice period.
5. DISTRICT does hereby agree to defend, indemnify and hold harmless the SUPERINTENDENT, the Ventura County Board of Education, and its officers, and employees from any and all claims, demands, liabilities, expenses (including attorneys' fees and costs of defense) arising as a result of SUPERINTENDENT's obligations under this agreement. However, this indemnification shall not apply if it is ultimately adjudicated that such claim, demand, liability or expense arose out of the sole negligence of the SUPERINTENDENT.
6. The term of this contract shall begin 12/13/2017 (IEP date) and continue thereafter on a continuing basis until the IEP of said student is modified or until student's district of residence changes.

FISCAL YEAR-based on IEP date: (including ESY, if applicable)	CURRENT: <u>2017-2018</u> <u>12/13/2017-6/8/2018</u> (ESY: 6/11/2018-6/29/2018)		UPCOMING: <u>2018-2019</u> (ESY: 7/2/2018-7/6/2018) <u>8/22/2018-11/30/018</u>
	\$ <u>27,312.60</u>	+	\$ <u>TBA</u>

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

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

OXNARD SCHOOL DISTRICT

VENTURA COUNTY OFFICE OF EDUCATION

Signature Lisa A. Franz

Accepted By: [Signature]
Special Education Authorized Representative

Title: Director, Purchasing

Approved By: _____
Business Services Authorized Representative

Date: _____

Date: _____

Estimated Cost \$ 27312.60

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

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Ana DeGenna

Date of Meeting: 8/22/18

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

Ratification of Agreement #17-318 - Ventura County Office of Education, Special Circumstances Paraeducator Services - SCP (DeGenna/Sugden)

It is recommended that the Board of Trustees ratify the service agreements with Ventura County Office of Education (VCOE) for the 2017-2018 school year, to provide exceptional services to special education students that consist of support from Special Circumstances Paraeducators (SCP's), including Extended School Year.

Students 2017-2018:

MG021504	\$ 8,036.00
JS010805	\$ 1,607.20 <i>(Includes Bus Aide)</i>
AC080310	\$ 4,939.20

FISCAL IMPACT:

\$14,582.40 - 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 #17-318 with the Ventura County Office of Education for Special Circumstances Paraeducator Services (SCP's), in the amount of \$14,582.40.

ADDITIONAL MATERIAL(S):

Attached: Agreement #17-318, Ventura County Office of Education (3 Pages)



AGREEMENT

For Paraeducator Performing Special Circumstance Services

This Agreement, effective **May 11, 2018** is made by and between the Ventura County Office of Education, hereinafter referred to as SUPERINTENDENT, and the Oxnard School District, hereinafter referred to as DISTRICT.

1. This agreement pertains to providing exceptional service(s) for, MG021504 a Special Education pupil who is a resident of DISTRICT and currently attends, Foster School a special education program operated by SUPERINTENDENT.
2. SUPERINTENDENT agrees to provide for the exceptional service(s) of such Special Education pupil as authorized by DISTRICT or its designee and agreed to by SUPERINTENDENT.
3. DISTRICT shall reimburse SUPERINTENDENT the actual cost of providing the exceptional service plus the state approved indirect cost rate of SUPERINTENDENT.

Authorized exceptional service(s) shall consist of Paraeducator performing special circumstance educational support throughout the school day and during transportation to and from school for 390 minutes a day. ESY will be provided at 300 minutes a day.

4. DISTRICT acknowledges that certain types of expenses will continue to accrue during periods of student's absence from school, including but not limited to salary and benefits of staff providing the exceptional service(s). DISTRICT further acknowledges that if the exceptional service(s) includes the service(s) of SUPERINTENDENT's employee(s), 45 days' notice is required to layoff an employee for lack of work. Therefore, in the event the student unexpectedly leaves SUPERINTENDENT's program, SUPERINTENDENT will make every attempt to re-assign any staff involved in providing the exceptional service(s); however, if that is not possible, DISTRICT will reimburse SUPERINTENDENT for expense incurred throughout the layoff notice period.
5. DISTRICT does hereby agree to defend, indemnify and hold harmless the SUPERINTENDENT, the Ventura County Board of Education, and its officers, and employees from any and all claims, demands, liabilities, expenses (including attorneys' fees and costs of defense) arising as a result of SUPERINTENDENT's obligations under this agreement. However, this indemnification shall not apply if it is ultimately adjudicated that such claim, demand, liability or expense arose out of the sole negligence of the SUPERINTENDENT.
6. The term of this contract shall begin 5/11/2017 (IEP date), and continue thereafter on a continuing basis until the IEP of said student is modified or until student's district of residence changes.

FISCAL YEAR-based on IEP date:	CURRENT: <u>2017-2018</u>	UPCOMING: <u>2018-2019</u>
	<u>5/11/2018-6/8/2018</u> (ESY: <u>6/11/2018-6/29/2018</u>)	
(including ESY, if applicable)	\$ <u>8,036.00</u>	+ \$ _____

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

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

OXNARD SCHOOL DISTRICT

VENTURA COUNTY OFFICE OF EDUCATION

Signature Lisa A. Franz

Accepted By: [Signature]
Special Education Authorized Representative

Title: Director, Purchasing

Approved By: _____
Business Services Authorized Representative

Date: _____

Date: _____

Estimated Cost \$ 8,036.00

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



AGREEMENT

For Paraeducator Performing Special Circumstance Educational Support

This Agreement, effective **May 4, 2018** is made by and between the Ventura County Office of Education, hereinafter referred to as SUPERINTENDENT, and the Oxnard Elementary School District, hereinafter referred to as DISTRICT.

- 7. This agreement pertains to providing exceptional service(s) for, JS010805, a Special Education pupil who is a resident of DISTRICT and currently attends, Foster School a special education program operated by SUPERINTENDENT.
- 8. SUPERINTENDENT agrees to provide for the exceptional service(s) of such Special Education pupil as authorized by DISTRICT or its designee and agreed to by SUPERINTENDENT.
- 9. DISTRICT shall reimburse SUPERINTENDENT the actual cost of providing the exceptional service plus the state approved indirect cost rate of SUPERINTENDENT.

Authorized exceptional service(s) shall consist of **Paraeducator performing special circumstance educational support during transportation to and from school for 60 minutes a day.**

- 10. DISTRICT acknowledges that certain types of expenses will continue to accrue during periods of student's absence from school, including but not limited to salary and benefits of staff providing the exceptional service(s). DISTRICT further acknowledges that if the exceptional service(s) includes the service(s) of SUPERINTENDENT's employee(s), 45 days' notice is required to layoff an employee for lack of work. Therefore, in the event the student unexpectedly leaves SUPERINTENDENT's program, SUPERINTENDENT will make every attempt to re-assign any staff involved in providing the exceptional service(s); however, if that is not possible, DISTRICT will reimburse SUPERINTENDENT for expense incurred throughout the layoff notice period.
- 11. DISTRICT does hereby agree to defend, indemnify and hold harmless the SUPERINTENDENT, the Ventura County Board of Education, and its officers, and employees from any and all claims, demands, liabilities, expenses (including attorneys' fees and costs of defense) arising as a result of SUPERINTENDENT's obligations under this agreement. However, this indemnification shall not apply if it is ultimately adjudicated that such claim, demand, liability or expense arose out of the sole negligence of the SUPERINTENDENT.
- 12. The term of this contract shall begin 5/4/2018 (IEP date) and continue thereafter on a continuing basis until the IEP of said student is modified or until student's district of residence changes.

FISCAL YEAR-based on IEP date: (including ESY, if applicable)	CURRENT: <u>2017-2018</u>	UPCOMING: <u>2018-2019</u>
	<u>5/4/2018-6/8/2018</u>	
	(ESY: <u>6/11/2018-6/29/2018</u>)	
	\$ <u>1,607.20</u>	+ \$ _____

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

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

OXNARD SCHOOL DISTRICT

VENTURA COUNTY OFFICE OF EDUCATION

Signature Lisa A. Franz

Accepted By: [Signature]
Special Education Authorized Representative

Title: Director, Purchasing

Approved By: _____
Business Services Authorized Representative

Date: _____

Date: _____

Estimated Cost \$ 1,607.20

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



AGREEMENT

For Paraeducator Performing Special Circumstance Educational Support

This Agreement, effective **May 24, 2018** is made by and between the Ventura County Office of Education, hereinafter referred to as SUPERINTENDENT, and the Oxnard School District, hereinafter referred to as DISTRICT.

1. This agreement pertains to providing exceptional service(s) for, AC080310 a Special Education pupil who is a resident of DISTRICT and currently attends, Dwire School a special education program operated by SUPERINTENDENT.
2. SUPERINTENDENT agrees to provide for the exceptional service(s) of such Special Education pupil as authorized by DISTRICT or its designee and agreed to by SUPERINTENDENT.
3. DISTRICT shall reimburse SUPERINTENDENT the actual cost of providing the exceptional service plus the state approved indirect cost rate of SUPERINTENDENT.

Authorized exceptional service(s) shall consist of Paraeducator performing special circumstance educational support through out the school day for 330 minutes a day. ESY will be provided at 240 minutes a day.

4. DISTRICT acknowledges that certain types of expenses will continue to accrue during periods of student's absence from school, including but not limited to salary and benefits of staff providing the exceptional service(s). DISTRICT further acknowledges that if the exceptional service(s) includes the service(s) of SUPERINTENDENT's employee(s), 45 days' notice is required to layoff an employee for lack of work. Therefore, in the event the student unexpectedly leaves SUPERINTENDENT's program, SUPERINTENDENT will make every attempt to re-assign any staff involved in providing the exceptional service(s); however, if that is not possible, DISTRICT will reimburse SUPERINTENDENT for expense incurred throughout the layoff notice period.
5. DISTRICT does hereby agree to defend, indemnify and hold harmless the SUPERINTENDENT, the Ventura County Board of Education, and its officers, and employees from all claims, demands, liabilities, expenses (including attorneys' fees and costs of defense) arising as a result of SUPERINTENDENT's obligations under this agreement. However, this indemnification shall not apply if it is ultimately adjudicated that such claim, demand, liability or expense arose out of the sole negligence of the SUPERINTENDENT.
6. The term of this contract shall begin 5/24/2018 (IEP date) and continue thereafter on a continuing basis until the IEP of said student is modified or until student's district of residence changes.

FISCAL YEAR-based on IEP date: (including ESY, if applicable)	CURRENT: <u>2017-2018</u>	UPCOMING: <u>2018-2019</u>
	5/24/2018-6/7/2018	
	(ESY: 6/11/2018-6/29/2018)	
	\$ <u>4,939.20</u>	\$ _____

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

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

OXNARD SCHOOL DISTRICT

VENTURA COUNTY OFFICE OF EDUCATION

Signature Lisa A. Franz

Accepted By: [Signature]
Special Education Authorized Representative

Title: Director, Purchasing

Approved By: _____
Business Services Authorized Representative

Date: _____

Date: _____

Estimated Cost \$ 4,939.20

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

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Ana DeGenna

Date of Meeting: 8/22/18

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

Ratification of Agreement #17-319 - Assistance League, Non-Public School, NPS (DeGenna/Sugden)

Requesting ratification for Non Public School (NPS) services for the students listed below for the 2017-2018 school year, beginning June 2018 and including Extended School year. The Non Public School provides a program of instruction, which is consistent with the pupils' individual educational plans as specified in the individual service agreements.

Grade: Pre-K (4)

- EY021513
- JA091114
- JA120613
- EP030315

FISCAL IMPACT:

Tuition Pre-K: \$850.00 monthly rate x 4 students x 1 month = \$3,400.00
(including Extended School Year; ESY)

Grand Total: **\$3,400.00** - Services to be paid with Special Education Funds.

RECOMMENDATION:

It is the recommendation of the Director, Special Education Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Agreement #17-319 with Assistance League School, NPS.

ADDITIONAL MATERIAL(S):

Attached: Agreement #17-319, Assistance League School, NPS (3 Pages)



OXNARD SCHOOL DISTRICT

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

AGREEMENT FOR NONPUBLIC, NONSECTARIAN SCHOOLING

AGREEMENT #17-319

THIS AGREEMENT, made and entered into this 22nd day of August 2018 by and between the OXNARD SCHOOL DISTRICT, hereinafter referred to as the District, and the ASSISTANCE LEAGUE SCHOOL, hereinafter referred to as the nonpublic, nonsectarian school.

WITNESSETH:

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

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

Grade: Pre-K (1)

EY021513

JA091114

JA120613

EP030315

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

1. The nonpublic school will provide a program of instruction which is consistent with the pupil's individual educational plan as specified in the individual service agreement attached hereto and made a part hereof, and that the nonpublic, nonsectarian schools basic educational program and designated instruction and services shall be described in a written statement to be provided to the school district prior to the execution of this agreement.

2. The services shall be provided for the **2017--2018** school year at a cost of \$850 per month, per student, beginning June 2018, including Extended School Year (ESY) through July 2018; amount not to exceed **\$3,400.00.**

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

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

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

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

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

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

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

All cost for this service, including intake, testing, tuition, and elective shall not exceed **\$3,400.00** for students listed on page one of this Agreement #17-319.

10. While engaged in carrying out and complying with the terms of this agreement, the nonpublic, nonsectarian school is an independent contractor and not an officer, agent, or employee of the district. The independent contractor will obtain a criminal record summary from the Department of Justice or a Department of Justice approved agency on all employees or contracted service providers who potentially have contact with students. This clearance will be completed prior to the person(s) first day of employment. No individual who has been convicted of a violent or serious felony as listed in subdivision C, of Section 1192.7 of the California Penal Code will be employed in any capacity that potentially involves contact with students. Nor will any person be employed who has been convicted of, or entered a plea of nolo contendere to charges of any sex offense as defined in Education Code 44011.

11. The school district may withhold payment to the nonpublic, nonsectarian school when, in the opinion of the district: (1) nonpublic school's performance in whole or in part, either has not been sufficient or is insufficiently documented, or: (2) nonpublic school has neglected, failed, or refused to provide information or to cooperate with the inspection, review or audit of the program conducted by nonpublic school or records relating thereto. The school district shall not withhold payments as specified in this paragraph unless the school district has notified the nonpublic,

nonsectarian school, in writing, that nonpublic, nonsectarian school has not performed as specified herein. The notice shall specify that nonpublic, nonsectarian school has fourteen (14) days to make the required corrections. If, after the expiration of the fourteen (14) days, nonpublic, nonsectarian school has not corrected the situation as specified in the district's notice, the affected payments will be withheld and this agreement may be canceled for cause.

12. During the entire term of this agreement and any extension or modification thereof, the nonpublic school shall keep in effect a policy or policies of liability insurance, including coverage of owned and non-owned automobiles operated by nonpublic school for the purposes of this agreement, of at least \$1,000,000 for each person and \$1,000,000 for each accident or occurrence from all damages arising out of death, bodily injury, sickness, or disease from any one accident or occurrence, and \$3,000,000 for all damages and liability arising out of injury to or destruction of property for each accident or occurrence. Not later than the effective date of this contract, the nonpublic school shall provide the District with satisfactory evidence of insurance, naming the District as additional insured, including a provision for a twenty (20) calendar day written notice to District before cancellation or material change, evidencing the above specified coverage. The Nonpublic school shall at its own cost and expense procure and maintain insurance under the Workers' Compensation Law of California. Said certificates shall specify that insurance shall not be canceled or changed in required limits unless the school district has been provided forty-five (45) days advance written notification of cancellation or change.

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

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

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

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

Date

Lisa A. Franz, Director, Purchasing
Oxnard School District

Date

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

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Ana DeGenna

Date of Meeting: 8/22/18

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

Ratification of Agreement #18-35 - Assistance League, Non-Public School, NPS (DeGenna/Sugden)

Requesting ratification for Non Public School (NPS) services for the students listed below for the 2018-2019 school year, beginning August 20, 2018 and including Extended School year. The Non Public School provides a program of instruction, which is consistent with the pupils' individual educational plans as specified in the individual service agreements.

Grade: Pre-K (3)

- GB013114
- BC041814
- EC020314
- BT122013
- JS101214
- AV100514

FISCAL IMPACT:

Tuition Pre-K: \$1,000.00 monthly rate x 6 students x 11 months = \$66,000.00
(including Extended School Year; ESY)

Grand Total: **\$66,000.00** - Services to be paid with Special Education Funds.

RECOMMENDATION:

It is the recommendation of the Director, Special Education Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Agreement #18-35 with Assistance League School, NPS.

ADDITIONAL MATERIAL(S):

Attached: Agreement #18-35, Assistance League School, NPS (3 Pages)



OXNARD SCHOOL DISTRICT

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

AGREEMENT FOR NONPUBLIC, NONSECTARIAN SCHOOLING

AGREEMENT #18-35

THIS AGREEMENT, made and entered into this 22nd day of August 2018 by and between the OXNARD SCHOOL DISTRICT, hereinafter referred to as the District, and the ASSISTANCE LEAGUE SCHOOL, hereinafter referred to as the nonpublic, nonsectarian school.

WITNESSETH:

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

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

Grade: Pre-K (6)

GB013114

BC041814

EC020314

BT122013

JS101214

AV100514

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

1. The nonpublic school will provide a program of instruction which is consistent with the pupil's individual educational plan as specified in the individual service agreement attached hereto and made a part hereof, and that the nonpublic, nonsectarian schools basic educational program and designated instruction and services shall be described in a written statement to be provided to the school district prior to the execution of this agreement.

2. The services shall be provided for the **2018-2019** school year at a cost of \$1,000.00 per month, per student, beginning August 2018, including Extended School Year (ESY) through July 2019; amount not to exceed **\$66,000.00.**

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

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

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

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

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

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

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

All cost for this service, including intake, testing, tuition, and elective shall not exceed **\$66,000.00** for students listed on page one of this Agreement #18-35.

10. While engaged in carrying out and complying with the terms of this agreement, the nonpublic, nonsectarian school is an independent contractor and not an officer, agent, or employee of the district. The independent contractor will obtain a criminal record summary from the Department of Justice or a Department of Justice approved agency on all employees or contracted service providers who potentially have contact with students. This clearance will be completed prior to the person(s) first day of employment. No individual who has been convicted of a violent or serious felony as listed in subdivision C, of Section 1192.7 of the California Penal Code will be employed in any capacity that potentially involves contact with students. Nor will any person be employed who has been convicted of, or entered a plea of nolo contendere to charges of any sex offense as defined in Education Code 44011.

11. The school district may withhold payment to the nonpublic, nonsectarian school when, in the opinion of the district: (1) nonpublic school's performance in whole or in part, either has not been sufficient or is insufficiently documented, or: (2) nonpublic school has neglected, failed, or refused to provide information or to cooperate with the inspection, review or audit of the program conducted by nonpublic school or records relating thereto. The school district shall not withhold payments as specified in this paragraph unless the school district has notified the nonpublic,

nonsectarian school, in writing, that nonpublic, nonsectarian school has not performed as specified herein. The notice shall specify that nonpublic, nonsectarian school has fourteen (14) days to make the required corrections. If, after the expiration of the fourteen (14) days, nonpublic, nonsectarian school has not corrected the situation as specified in the district's notice, the affected payments will be withheld and this agreement may be canceled for cause.

12. During the entire term of this agreement and any extension or modification thereof, the nonpublic school shall keep in effect a policy or policies of liability insurance, including coverage of owned and non-owned automobiles operated by nonpublic school for the purposes of this agreement, of at least \$1,000,000 for each person and \$1,000,000 for each accident or occurrence from all damages arising out of death, bodily injury, sickness, or disease from any one accident or occurrence, and \$3,000,000 for all damages and liability arising out of injury to or destruction of property for each accident or occurrence. Not later than the effective date of this contract, the nonpublic school shall provide the District with satisfactory evidence of insurance, naming the District as additional insured, including a provision for a twenty (20) calendar day written notice to District before cancellation or material change, evidencing the above specified coverage. The Nonpublic school shall at its own cost and expense procure and maintain insurance under the Workers' Compensation Law of California. Said certificates shall specify that insurance shall not be canceled or changed in required limits unless the school district has been provided forty-five (45) days advance written notification of cancellation or change.

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

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

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

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

Date

Lisa A. Franz, Director, Purchasing
Oxnard School District

Date

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

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Ana DeGenna

Date of Meeting: 8/22/18

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

Ratification of Agreement #18-63 – Educational Equity for All (DeGenna/Sugden)

Educational Equity for All will provide professional development to Autism and Moderate to Severe teachers and support staff during the 2018-2019 school year.

FISCAL IMPACT:

Not to exceed \$4,800.00 – Special Ed. 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 #18-63 with Educational Equity for All.

ADDITIONAL MATERIAL(S):

Attached: Agreement #18-63, Educational Equity for All (13 Pages)
 Proposal (2 Pages)
 Rate Sheet (1 Page)

OXNARD SCHOOL DISTRICT

Agreement #18-63

AGREEMENT FOR CONSULTANT SERVICES

This Agreement for Consultant Services (“Agreement”) is entered into as of this 22nd day of August, 2018 by and between the Oxnard School District (“District”) and Educational Equity for All (“Consultant”). District and Consultant are sometimes hereinafter individually referred to as “Party” and hereinafter collectively referred to as the “Parties.”

RECITALS

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

OPERATIVE PROVISIONS

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

- Incorporation of Recitals and Exhibits.** The Recitals set forth above and all exhibits attached to this Agreement, as hereafter amended, are incorporated by this reference as if fully set forth herein.
- Term of Agreement.** Subject to earlier termination as provided below, this Agreement shall remain in effect from **August 1, 2018** through **June 30, 2019** (the “Term”). This Agreement may be extended only by amendment, signed by the Parties, prior to the expiration of the Term.
- Time for Performance.** The scope of services set forth in Exhibit A shall be completed during the Term pursuant to the schedule specified Exhibit A. Should the scope of services not be completed pursuant to that schedule, the Consultant shall be deemed to be in Default as provided below. The District, in its sole discretion, may choose not to enforce the Default provisions of this Agreement and may instead allow Consultant to continue performing the Services.
- Compensation and Method of Payment.** Subject to any limitations set forth below or elsewhere in this Agreement, District agrees to pay Consultant the amounts specified in Exhibit B “Compensation”. The total compensation, including reimbursement for actual expenses, shall not exceed Four Thousand Eight Hundred Dollars (\$4,800.00), unless additional compensation is approved in writing by the District.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

_____ (Initials)

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

_____ (Initials)

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

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

_____ (Initials)

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

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

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

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

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

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

21. **Indemnification.**

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

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

_____ (Initials)

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

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

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

To District: Oxnard School District
1051 South A Street
Oxnard, California, 93030
Attention: Amelia Sugden
Phone: (805) 385.1501 x2175
Fax: (805) 487.9648

To Consultant: Educational Equity for All
101 W. Mission Blvd., Suite 110-292
Pomona, CA 91766
Attention: Tana Donaghy
Phone: (909) 630.9264
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.** 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:

EDUCATIONAL EQUITY FOR ALL:

Signature

Signature

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

Typed Name/Title

Date

Date

Tax Identification Number: 95-6002318

Tax Identification Number: _____

- Not Project Related
- Project #18-63

EXHIBIT A
TO AGREEMENT FOR CONSULTANT SERVICES #18-63

SERVICES

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

***SEE ATTACHED PROPOSAL**

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

***SEE ATTACHED PROPOSAL**

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

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

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

- None.
- See attached list.

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

- None.
- See attached list.

VII. AMENDMENT

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

- Not Project Related
 Project #18-63

EXHIBIT B
TO AGREEMENT FOR CONSULTANT SERVICES #18-63

COMPENSATION

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

**TOTAL FEE NOT TO EXCEED \$4,800.00 PER ATTACHED PROPOSAL

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 \$4,800.00, as provided in Section 4 of this Agreement.

- Not Project Related
- Project #18-63

EXHIBIT C
TO AGREEMENT FOR CONSULTANT SERVICES #18-63

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, \$1,000,000~~
~~Nurses, Therapists~~

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

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

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

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

Not Project Related

Project #18-63

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 #18-63

EXHIBIT D
TO AGREEMENT FOR CONSULTANT SERVICES #18-63

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, **EDUCATIONAL EQUITY FOR ALL**, who will provide Services under the Agreement, is is not subject to disclosure obligations.

Date: _____

By: _____
Lisa A. Franz
Director, Purchasing



Oxnard School District
Professional Development Proposal For 2018-19 School Year

Educational Equity for All recognizes that Professional Development is a systematic process for staff training. Research has shown that large group workshops on a regular basis along with small group and individual coaching has the greatest impact on changes in teaching practice. I propose large group workshops; follow up individual coaching sessions (on-site or off-site) and administrator sessions for observation and accountability. In order to build capacity and provide teacher support in an ongoing formation, I also proposal sessions to train middle management teams: Program Specialists, Teachers on Special Assignments and/or Content Teachers. Full implementation takes a few years of consistent commitment and accountability.

August 21 Autism Teachers

Title: Equals Math Program

Summary: This training will introduce participants to the AbleNet Equal Math Program.

Presentation Objectives:

- 1) Participants will go through overview of curriculum
- 2) Participants will begin to plan instruction
- 3) Participants will learn to follow lesson plan

August 28 Moderate to Severe Teachers

Title: Creating a Positive Learning Environment in a Moderate to Severe Classroom

Summary: Many teachers who work with students who have severe disabilities (SD) struggle with ways to “teach” their students while addressing both academic content and functional skills. This topic will give a framework to participants of how to manage a classroom with the most involved students, medically and developmentally. Teachers will gain the confidence and competency to work with these students.

Presentation Objectives:

- 1) Participants will review educational responsibilities for students with Moderate to Severe Disabilities.
- 2) Participants will explore the paradigm shift from babysitter to teacher
- 3) Participants will explore instructional tools for working with students are the most challenged physically, developmentally and medically.

November 6 TBA

Cost: 1 Day of Training \$1600 3 days x \$1600 = \$4,800

Training fee is a flat rate. Costs will be invoiced upon completion of the training. I am unable to accept PO's at this time and checks can be made to: Educational Equity for All.

If there is anything else I can do to assist you in meeting your professional development needs, please don't hesitate to contact me.

Best Regards,

Tana Donaghy, Ed.D, President, Educational Equity For All



Prices for the school year 2018-2019

Rate Sheet

Cost: 1 Day of Training \$1600

Training fee is a flat rate. Costs will be invoiced upon completion of the training. I am unable to accept PO's at this time and checks can be made to: Educational Equity for All.

If there is anything else I can do to assist you in meeting your professional development needs, please don't hesitate to contact me.

Thank you for your consideration of this proposal.

Best Regards,

Tana Donaghy
President, Educational Equity For All

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Ana DeGenna

Date of Meeting: 8/22/18

- | | | | |
|-------|-----------------------|-------------------------------|-------------------------------|
| | 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 #18-64 – Autism Learning Partners LLC (DeGenna/Sugden)

Autism Learning Partners LLC will work with the Special Education Services Department to provide 1:1 Behavior Support Services to students, parents, and staff during the 2018-2019 academic year. Services will include:

- Focused ABA Services
- Social Skills Instruction
- ABA Progress Reporting, Training & Development
- Transition Planning for students demonstrating progress
- Positive collaboration with schools, parents and staff

FISCAL IMPACT:

Not to exceed \$130,000.00, per hourly rates stated on attached 2018-2019 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 #18-64 with Autism Learning Partners LLC.

ADDITIONAL MATERIAL(S):

Attached: Agreement #18-64, Autism Learning Partners LLC (13 Pages)
2018-2019 Rate Sheet (5 Pages)

OXNARD SCHOOL DISTRICT

Agreement #18-64

AGREEMENT FOR CONSULTANT SERVICES

This Agreement for Consultant Services (“Agreement”) is entered into as of this 22nd day of August, 2018 by and between the Oxnard School District (“District”) and Autism Learning Partners LLC (“Consultant”). District and Consultant are sometimes hereinafter individually referred to as “Party” and hereinafter collectively referred to as the “Parties.”

RECITALS

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

OPERATIVE PROVISIONS

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

- Incorporation of Recitals and Exhibits.** The Recitals set forth above and all exhibits attached to this Agreement, as hereafter amended, are incorporated by this reference as if fully set forth herein.
- Term of Agreement.** Subject to earlier termination as provided below, this Agreement shall remain in effect from July 1, 2018 through June 30, 2019 (the “Term”). This Agreement may be extended only by amendment, signed by the Parties, prior to the expiration of the Term.
- Time for Performance.** The scope of services set forth in **Exhibit A** shall be completed during the Term pursuant to the schedule specified **Exhibit A**. Should the scope of services not be completed pursuant to that schedule, the Consultant shall be deemed to be in Default as provided below. The District, in its sole discretion, may choose not to enforce the Default provisions of this Agreement and may instead allow Consultant to continue performing the Services.
- Compensation and Method of Payment.** Subject to any limitations set forth below or elsewhere in this Agreement, District agrees to pay Consultant the amounts specified in **Exhibit B** “Compensation”. The total compensation shall not exceed One Hundred Thirty Thousand Dollars (\$130,000.00), per the attached hourly rate sheet as listed, unless additional compensation is approved in writing by the District.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- a. Consultant agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of District in the performance of this Agreement.
- b. Bylaws of the Board 9270 BB and 9270(BB) E, as hereinafter amended or renumbered, require that a Consultant that qualifies as a “designated employee” must disclose certain financial interests by filing financial interest disclosures. By its initials below, Consultant represents that it has received and reviewed a copy of the Bylaws of the Board 9270 BB and 9270(BB) E and that it [____] does [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: Autism Learning Partners LLC
505 N. Brand Blvd., Suite #1000
Glendale, CA 91203
Attention: Nani Escudero
Phone: (818) 241.6780, x295
Fax:
Email: nescudero@autismlearningpartners.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:

AUTISM LEARNING PARTNERS LLC:

Signature

Signature

Lisa A. Franz, Director, Purchasing

Typed Name/Title

Typed Name/Title

Date

Date

Tax Identification Number: 95-6002318

Tax Identification Number: _____

- Not Project Related
- Project #18-64

EXHIBIT A
TO AGREEMENT FOR CONSULTANT SERVICES #18-64

SERVICES

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

***PER ATTACHED 2018-2019 RATE SHEET**

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

***PER ATTACHED 2018-2019 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 #18-64

EXHIBIT B
TO AGREEMENT FOR CONSULTANT SERVICES #18-64

COMPENSATION

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

Total compensation shall not exceed One Hundred Thirty Thousand Dollars (\$130,000.00), per the attached 2018-2019 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 \$130,000.00, as provided in Section 4 of this Agreement.

EXHIBIT C
TO AGREEMENT FOR CONSULTANT SERVICES #18-64

INSURANCE

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

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

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

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

(3) Insurance coverage should include:

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

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

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

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

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

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

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

Not Project Related

Project #18-64

Abuse/Molestation. The coverage shall contain no special limitations on the scope of protection afforded to additional insureds.

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

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

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

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

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

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

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

Not Project Related

Project #18-64

EXHIBIT D
TO AGREEMENT FOR CONSULTANT SERVICES #18-64

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, **AUTISM LEARNING PARTNERS LLC**, who will provide Services under the Agreement, is is not subject to disclosure obligations.

Date: _____

By: _____

Lisa A. Franz
Director, Purchasing

**Rate Sheet
Autism Learning Partners**

**RATE SHEET
2018-2019**

SERVICE	RATE PER HOUR
<i>Description</i>	
1:1 Direct Service by Behavior Technician - Behavior Intervention Implementation (BII)	\$55.00
Social Skills Classes Group Rate (per student ratio of 1:2 or 1:3) * Group rate requires a minimum of two students. Groups of 4 or more will require two staff members *1-1 social skills classes available at the BII 1-1 Direct Service Rate listed above	\$40.00
Clinical Supervision by Master Level – Behavior Intervention Development (BID)	\$80.00
Clinical Supervision by BCBA – Behavior Intervention Development (BID)	\$100.00
Functional Behavior Assessment by Master’s Level Staff	\$80.00
Functional Behavior Assessment by BCBA	\$100.00
Group Training by Master’s Level Staff	\$80.00
Group Training by BCBA	\$100.00

Tax ID: 26-3494212

Rate Sheet Autism Learning Partners

About Autism Learning Partners (ALP)

Autism Learning Partners is a national leader in the field of special needs services and a full service provider that specializes in the treatment of autism and other developmental disabilities. Our broad thinking approach addresses the whole child by collaborating with school administrators, doctors, therapists, and specialists. Our goal is to work together to make progress possible.

For close to 30 years, **Autism Learning Partners** has been a leader in the delivery of Applied Behavior Analysis (ABA) for children with Autism, providing comprehensive clinical services (BII, BID), as well as Social Skills Training/Groups and Early Intervention Services. Our commitment is to provide the highest level of clinical care and collaborate closely with school district personnel, including empowering and training teachers and school administrators to provide the highest level of ABA therapy while providing outcome focused care and supporting schools with cost savings strategies which include, progress reporting, and transition planning for students who demonstrate progress, significant and sustainable improvement and meet measured goals. Autism Learning Partners is unique as services are provided in the school, home and in the community.

Autism Learning Partners (ALP) focuses on:

- 1-1 ABA School Support & In-Home Services
- ABA Progress Reporting
- Training & Development for Special Education Personnel
- Quality Clinical and Outcome Focused ABA Services
- Social Skills Instruction
- Transition Planning for Students Demonstrating Progress
- Positive Collaboration with Schools and Parents

Our desire is to be the best and most trusted partner to your school for the provision of ABA services for special needs children and support the child's social, interpersonal and academic development by working as a coordinated team.

Mission:

The mission of Autism Learning Partners is to provide the highest level of clinical expertise to facilitate significant and sustainable improvement for the individuals and families we serve.

Rate Sheet Autism Learning Partners

Our Vision:

Autism Learning Partners strives to give hope, support and paths of progress for children and their families living with Autism and related disorders. We believe that a tailored, comprehensive care plan managed by our exceptional clinical talent, partnered with love and commitment of all staff collaborating with the child including integrating the family into treatment, allows each child to achieve his or her maximum potential.

Section I:

Overview of Services

Autism Learning Partners is committed to providing quality clinical care on all cases assigned and is also committed to developing staff and sharing our expertise for the development of the special needs program. Prior to the onset of services, Autism Learning Partners can provide a **one time orientation of services** at no cost to your school.

Deliverables

Clinical Services:

Autism Learning Partners provides clinically appropriate and effective treatment services individualized to fit the classroom and students' needs. To this end the following services are recommended:

1:1 Direct Services: - Behavior Technician (BT)

ALP will offer (ABA) trained Behavior Technicians (BT) to support students with a higher level of need in a 1:1 capacity in the classroom. Behavior Technicians work under the supervision of a Board Certified Behavior Analyst (BCBA) or Master's Level Staff. The BT will provide support to help the student successfully and independently function in the classroom environment and address/reduce challenging behaviors to help the student access the curriculum. This service should be reviewed quarterly to adjust the level of support as to not interfere with the students independence should progress have been made.

Clinical Supervision by a Board Certified Behavior Analyst (BCBA) or Master's Level Staff

A Board Certified Behavior Analyst (BCBA) is a graduate-level staff who is board certified in behavior analysis and provides behavior-analytic services. BCBA's supervise the work of Behavior Technicians and other staff who implement behavior-analytic interventions (Applied Behavior Analysis - an Evidenced Based Intervention for special needs students). BCBA's directly support the needs of Special Education Departments.

www.AutismLearningPartners.com

73 N Palm St, Suite F1, Ventura, CA 93001

505 N. Brand Blvd. Suite 1000, Glendale, CA 91203

Email: nescudero@autismlearningpartners.com Phone: 818-241-6780, Ext. 295

**Rate Sheet
Autism Learning Partners**

(Continued) - Clinical Supervision by a Board Certified Behavior Analyst (BCBA) or Master's Level Staff

Consultation or Clinical supervision is provided by a BCBA or Masters Level Staff and is designed to support Special Education Departments based on services needed and also provides parent education as deemed fit by the school. ALP is available to help support staff in creating and implementing behavior programs.

Clinical Supervision in a school setting consists of overseeing a child's behavior plan. The plan is implemented by an interventionist or trained behavior aid and is overseen by a clinical supervisor who is continually updating goals as a child reaches mastery criteria.

Support is provided to staff to make sure everyone is on board with the intervention plan and is following through. The ultimate goal is to reduce challenging behaviors in the classroom so that the student can access the curriculum.

The Clinical Supervisor will meet with designated school personnel, as identified by the Special Education Department, to discuss behavioral plans, concerns and challenges that the student is experiencing in the classroom and determine an intervention plan based on the IEP and clinical observation. ALP works with staff to determine an appropriate transition plan. Services are faded once the student's challenging behaviors have been reduced, the student has reached maximized independence and when the student no longer needs support and is ready to be mainstreamed with typical peers.

Functional Behavior Assessment by BCBA or Master's Level Staff

A Functional Behavior Assessment is conducted by a BCBA and is designed to help us understand why a certain behavior is occurring. Once the assessment is completed and the BCBA determines the reason an inappropriate behavior may be occurring, we can then influence the behavior. All behaviors have a function and the goal is to teach the student an appropriate replacement behavior while extinguishing inappropriate behaviors.

It is critical that challenging behaviors are observed and other target skills for acquisition within this initial assessment. The length of this assessment can vary. From there, a treatment plan is designed and submitted to the special education department that recommends treatment services based on the individual needs of the student.

Rate Sheet Autism Learning Partners

Social Skills Classes – Group Rate (ratio of 1:2 or 1:3)

One of the most prevalent challenges for individuals with autism spectrum disorder is in the area of social skills. This includes difficulty with observational skills, eye contact, play interactions, social pragmatics, taking another’s perspective, making inferences, and sharing enjoyment and building relationships.

The assessment and intervention “matching” process is different from a one-size-fits all approach that involves generic behavioral interventions for unique and individual behavioral excesses and deficits. We believe that achievement in the domain of social interaction greatly improves the quality of life for a learner and we place a premium on screening, assessment, and individually tailored interventions.

Training – Staff & Parent Training

ALP offers training to teachers and classroom aides on behavioral intervention principles to facilitate progress and support for students with these needs. Training will focus on various aspects of behavioral intervention including reinforcement, environmental manipulation, prompting hierarchy and managing maladaptive behaviors. The structure of the training is to provide hands-on training at first and then gradually fade back until mastery on the above intervention is displayed.

ALP can also provide workshops for parents on the above topics to reinforce techniques taught to students and encourage continued progress in the home. For full list of Training Topics, please see training Flyer.

Autism Learning Partners strives to serve as the best and most trusted partner to your school and empower special needs children’s in the road to progress by working as a coordinated team. For additional information, visit www.autismlearningpartners.com.

Proposal Contact Info

Clinical questions, contact:

Sherri D. Ragan, LMFT, BCBA, Associate Clinical Director
73 N Palm St, Suite F1, Ventura, CA 93001
818.298.4574 Cell, SRagan@autismlearningpartners.com
www.autismlearningpartners.com

Questions regarding this proposal, contact:

Nani Escudero, Director of Community Partnerships & Development
818.241.6780 ext. 295 Office, nescudero@autismlearningpartners.com

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Ana DeGenna

Date of Meeting: 8/22/18

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

Ratification of Agreement #18-68 - Ventura County Office of Education/SELPA (DeGenna/Sugden)

It is recommended that the Board of Trustees approve the service agreement with Ventura County Office of Education/SELPA, effective July 1, 2018 through June 30, 2019, for School Based Counseling Services.

FISCAL IMPACT:

Counseling Services Cost: Not to exceed \$60,000.00 – City Impact (Provider) to be paid out of Discretionary Mental Health Services Funds (Held at SELPA)

RECOMMENDATION:

It is the recommendation of the Director, Special Education Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Agreement #18-68 with the Ventura County Office of Education/SELPA.

ADDITIONAL MATERIAL(S):

Attached: Agreement #18-68, Ventura County Office of Education/SELPA (1 Page)

Ventura County SELPA
AGREEMENT
FOR SCHOOL BASED COUNSELING SERVICES
2018-2019

SELPA has contracted with various agencies to provide School-based counseling services for the 2018-2019 school year. Oxnard School District will be using City Impact to provide these services.

The agency will submit monthly billing to SELPA. All payments for School-based counseling services will come out of the district's Discretionary Mental Health Services funds (#6512) that are held at the SELPA. The District Special Education Director will receive a monthly statement noting amount spent. If the funds (#6512) have been exhausted, the SELPA will bill the district directly, unless another account has been indicated by the District Special Education Director.

This agreement is in effect from July 1, 2018 thru June 30, 2019.

The SELPA will provide billing documentation to you for the students served. Your signature below indicates you are aware and in agreement with this process.

District Administrator: Lisa A. Franz

Title: Director, Purchasing Date: _____

SELPA Director: _____ Date: _____

OXNARD SCHOOL DISTRICT

Agreement #18-69

AGREEMENT FOR CONSULTANT SERVICES

This Agreement for Consultant Services (“Agreement”) is entered into as of this 22nd day of August, 2018 by and between the Oxnard School District (“District”) and JLJ Consulting (“Consultant”). District and Consultant are sometimes hereinafter individually referred to as “Party” and hereinafter collectively referred to as the “Parties.”

RECITALS

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

OPERATIVE PROVISIONS

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

- Incorporation of Recitals and Exhibits.** The Recitals set forth above and all exhibits attached to this Agreement, as hereafter amended, are incorporated by this reference as if fully set forth herein.
- Term of Agreement.** Subject to earlier termination as provided below, this Agreement shall remain in effect from **July 1, 2018** through **June 30, 2019** (the “Term”). This Agreement may be extended only by amendment, signed by the Parties, prior to the expiration of the Term.
- Time for Performance.** The scope of services set forth in Exhibit A shall be completed during the Term pursuant to the schedule specified Exhibit A. Should the scope of services not be completed pursuant to that schedule, the Consultant shall be deemed to be in Default as provided below. The District, in its sole discretion, may choose not to enforce the Default provisions of this Agreement and may instead allow Consultant to continue performing the Services.
- Compensation and Method of Payment.** Subject to any limitations set forth below or elsewhere in this Agreement, District agrees to pay Consultant the amounts specified in Exhibit B “Compensation”. The total compensation, including reimbursement for actual expenses, shall not exceed One Hundred Eleven Thousand Dollars (\$111,000.00), based on the rate of \$125.00 per hour, unless additional compensation is approved in writing by the District.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- a. Consultant agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of District in the performance of this Agreement.
- b. Bylaws of the Board 9270 BB and 9270(BB) E, as hereinafter amended or renumbered, require that a Consultant that qualifies as a “designated employee” must disclose certain financial interests by filing financial interest disclosures. By its initials below, Consultant represents that it has received and reviewed a copy of the Bylaws of the Board 9270 BB and 9270(BB) E and that it [____] does [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: JLJ Consulting
 PO Box 5643
 Chatsworth, CA 91313
 Attention: Jenny L. Ponzuric
 Phone: (818) 481.6089
 Email: jljconsulting1@gmail.com

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

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

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

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

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

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

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

OXNARD SCHOOL DISTRICT:

JLJ CONSULTING:

Signature

Signature

Lisa A. Franz, Director, Purchasing

Typed Name/Title

Typed Name/Title

Date

Date

Tax Identification Number: 95-6002318

Tax Identification Number: _____

- Not Project Related
- Project #18-69

EXHIBIT A
TO AGREEMENT FOR CONSULTANT SERVICES #18-69

SERVICES

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

***SEE ATTACHED PROPOSAL**

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

N/A

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

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

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

- None.
- See attached list.

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

- None.
- See attached list.

VII. AMENDMENT

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

- Not Project Related
 Project #18-69

EXHIBIT B
TO AGREEMENT FOR CONSULTANT SERVICES #18-69

COMPENSATION

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

Total compensation not to exceed \$111,000.00 (\$125.00 per hour)

II. Consultant may utilize subcontractors as indicated in this Agreement. The hourly rate for any subcontractor is not to exceed \$0.00 per hour without written authorization from the District Superintendent or his designee.

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

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

IV. The total compensation for the Services shall not exceed \$111,000.00 (\$125.00 per hour), as provided in Section 4 of this Agreement.

EXHIBIT C
TO AGREEMENT FOR CONSULTANT SERVICES #17-25

INSURANCE

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

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

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

(2) Auto liability insurance with limits of not less than one million dollars (\$1,000,000) one hundred thousand (\$100,000)/three hundred thousand dollars (\$300,000).

(3) Insurance coverage should include:

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

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

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

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

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

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

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

Not Project Related

Project #18-69

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

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

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

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

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

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

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

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

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

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

- Not Project Related
- Project #18-69

EXHIBIT D
TO AGREEMENT FOR CONSULTANT SERVICES #18-69

CONFLICT OF INTEREST CHECK

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

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

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

Date: _____

By: _____
Lisa A. Franz
Director, Purchasing

Jenny Ponzuric

— jlj consulting —

PO Box 5643
Chatsworth, CA 91313-5643
Phone: 818-481-6089
E-Mail: jljconsulting1@gmail.com

To: Oxnard School District, 1051 South "A" Street, Oxnard, CA 93030

For: Jenny L Ponzuric, Licensed Educational Psychologist

Date: June 20, 2018

Re: Proposal for Consultation to the Oxnard School District

SCOPE OF WORK:

To assist the Oxnard School District Special Education Department, Jenny Ponzuric will work collaboratively with the leadership team to develop, implement and deliver professional development for assessment team members, including school psychologists, special education teachers, speech/language pathologists and administrators. In addition, Jenny will work collaboratively with the leadership team in the creation and implementation of processes/procedures/systems to assist in implementing and improving best practices. Jenny will provide in-person and remote consultation, as needed, for school psychologists and other assessment team members. On an as needed basis, Jenny will conduct psycho-educational assessments.

Additional areas of expertise: Pattern of Strengths and Weaknesses (PSW) for Specific Learning Disability (SLD) Eligibility, CHAMPS, Multi-Tiered System of Supports (MTSS)/Response to Instruction/Intervention (RtI²), School Neuropsychology, Mentoring Skills

Dates of Service: Academic School Year 2018-2019

Consultant Compensation: \$125 per hour

CERTIFICATE OF INSURANCE

ALLIED WORLD INSURANCE COMPANY
C/O: American Professional Agency, Inc.
95 Broadway, Amityville, NY 11701
800-421-6694

This is to certify that the insurance policies specified below have been issued by the company indicated above to the insured named herein and that, subject to their provisions and conditions, such policies afford the coverages indicated insofar as such coverages apply to the occupation or business of the Named Insured(s) as stated.

THIS CERTIFICATE OF INSURANCE NEITHER AFFIRMATIVELY NOR NEGATIVELY AMENDS, EXTENDS OR ALTERS THE COVERAGE(S) AFFORDED BY THE POLICY(IES) LISTED ON THIS CERTIFICATE.

Name and Address of Named Insured:

JENNY L PONZURIC
PO BOX 5643
CHATSWORTH CA 91313

Additional Named Insureds:

Type of Work Covered: MENTAL HEALTH COUNSELOR
Location of Operations:
(If different than address listed above)

Claim History: None

Retroactive date is 04/09/2015

Coverages	Policy Number	Effective Date	Expiration Date	Limits of Liability
PROFESSIONAL/ LIABILITY	5003-9950	4/09/18	4/09/19	1,000,000 3,000,000

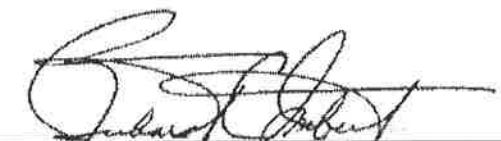
NOTICE OF CANCELLATION WILL ONLY BE GIVEN TO THE FIRST NAMED INSURED, WHO SHALL ACT ON BEHALF OF ALL INSURED(S) WITH RESPECT TO GIVING OR RECEIVING NOTICE OF CANCELLATION.

Comments: Defense Reimbursement Proceedings Limit is \$5,000. 3/11 ADDL.INS.BELOW:
PLACENTIA-YORBA LINDA CALIFORNIA SCHOOLS RISK SEE ATTACHED
UNIFIED SCHOOL DISTRICT MANAGEMENT (CSRM) JPA

This Certificate Issued to:

Name: JENNY L PONZURIC
PO BOX 5643

Address: CHATSWORTH CA 91313


Authorized Representative

NAME: JENNY L PONZURIC
POLICY NUMBER: 500-000039950
ACCOUNT NUMBER: CA-PONJ-5640 R

ITEM 2: ADDITIONAL INSUREDS (CONTINUED)

- 3) OXNARD SCHOOL DISTRICT, ITS OFFICERS, AGENTS, DIRECTORS,
EMPLOYEES AND/OR VOLUNTEERS
1051 SOUTH A ST
OXNARD, CA 93030



AUTHORIZED REPRESENTATIVE

PROFESSIONAL SERVICES AGREEMENT

By this agreement made and entered into on the 22nd day of August 2018, between the Oxnard School District (referred to as OSD) located at 1051 South A Street, Oxnard, CA - 93030

and 360 Degree Customer Inc (hereinafter referred to as Consultant) located at 4423 Fortran Drive # 114 San Jose CA 95134, in consideration of their mutual covenants, the parties hereto agree as follows:

A. DUTIES OF CONSULTANT The Consultant shall provide the following Professional services, studies and/or reports. The Speech Therapist will also need to hold IEP meetings, complete IEPs, track and monitor all services, and attend meetings and trainings

Provide direct therapy service; recommend equipment to carry out therapy program in consultation with director, principals, teacher/school staff and parents.

Continuous service unless contractor gives 45 day notice or superintendent gives 45 day notice to terminate or amend.

B. CONTRACT PERIOD: The Consultant's work as specified in this agreement shall commence on Date as specified in Addendum A

C. COMPENSATION For the full performance of this agreement, the OSD shall pay the Consultant as follows: Consultant's Fee:

a. For Consultant : Name of the Consultant and Rate as Specified in Addendum

A

b. Consultants will work for 5 days per week as per school year calendar

Payment to be made as follows: Payments to be made every month within 30 days of receipt of invoice.

D. GENERAL TERMS AND CONDITIONS

1. INDEMNIFICATION:

- a.) Except with regard to professional negligence, as provided in paragraph (b) below, the Consultant shall indemnify, hold harmless and defend the (OSD) and each of its, officers, officials, employees, volunteers and agents from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage) incurred by OSD, the Consultant or any other person and from any and all claims, demands and actions in law or equity (including reasonable attorney's fees and

litigation expense), arising or alleged to have arisen directly or indirectly out of the active or passive negligence of the Consultant or any of its employees or agents in the performance of this contract. The Consultant's obligations under the preceding sentence shall apply regardless of whether the OSD or any of its, officers, officials, employees, volunteers or agents are actively or passively negligent, but shall not apply to any loss, liability, fines, penalties, forfeitures, costs or damages caused solely by the active negligence or by the willful misconduct of the OSD.

- b.) Specifically regarding professional negligent errors or omissions, the Consultant shall indemnify, hold harmless, and defend the OSD, its officers, officials, employees, volunteers or agents, from any and all loss, liability, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage) incurred by the OSD, the Consultant or any other person, and from any and all claims, demands and actions in law or equity (including reasonable attorney's fees and litigation expenses) incurred by OSD, the Consultant, or any other person, to the proportionate extent that it arises out of or in connection with the professional negligent errors or omissions of the Consultant in the performance of this contract.
- c.) If the Consultant should subcontract all or any portion of the work to be performed under this agreement, the Consultant shall require each Sub-Consultant to indemnify, hold harmless and defend the OSD, its officers, officials, employees and agents in accordance with the terms of the preceding paragraphs.

2. NON-DISCRIMINATION No discrimination shall be made in the employment of persons under this agreement because of the race, religion, sex, age, national origin, ancestry, political affiliations, disability, medical condition, marital status, or sexual orientation.
3. CONFLICT OF INTEREST Before executing this agreement, the Consultant shall disclose to the OSD the identities of any board member, officer, or employee of the OSD, or relatives thereof, who the Consultant knows or should know will have any financial interest resulting from this agreement.
4. LICENSE AND AUTHORITY: The Consultant will maintain all necessary licenses during the term of this agreement. If other than a natural person, Consultant is duly authorized to enter into this agreement by its governing or controlling body. Evidence or copies of all necessary licenses must accompany this agreement.
5. EQUIPMENT AND FACILITIES OSD and The Consultant will agree on all necessary equipment and facilities to render services pursuant to this agreement.
6. ASSIGNMENT Without the written consent of the OSD, this agreement is not assignable by the Consultant.
7. NON-SOLICITATION OF EMPLOYEES: OSD agrees to not solicit for hire employees of Contractor for a period of not less than 1 (One) year following the last date of that employee's services to OSD. After completion of 12 full billable months, OSD may hire the said employee after paying a referral fee to contractor. This fee will be agreed between OSD and the contractor.
8. SUCCESSORS AND ASSIGNS. This agreement shall be binding on the heirs, executors, administrators, successors, and assigns of the respective parties.

9. TIME. Time is the essence of this agreement.
10. GOVERNING LAW. The validity of this agreement and any of its terms or provisions as well as the rights and duties of the parties hereunder shall be governed by the laws of the state of California.
11. WITHHOLDING. The OSD shall not withhold or set aside any money on behalf of the Consultant for Federal Income Tax, State Income Tax, Social Security Tax, Unemployment Insurance, Disability Insurance, or any other federal or state fund whatsoever.
12. CHANGES OR ALTERATIONS. No changes, alterations, or variations of any kind to this agreement are authorized without the written consent of the OSD.
13. HEADINGS. All section headings contained herein are for clarification and convenience of reference only and are not intended to limit the scope of any provision of the agreement.
14. TERMINATION. The OSD may terminate this agreement and be relieved of the payment of any consideration to the Consultant should the Consultant fail to perform under this agreement. Either party may also terminate this agreement upon 45 days written notice to other party with or without cause. In the event of elective termination (without cause), OSD agrees to pay Consultant for work completed to date of termination.
15. AMBIGUITY. The language herein shall be construed as jointly proposed and jointly accepted, and in the event of any subsequent determination of ambiguity, all parties shall be treated as equally responsible for such ambiguity.
16. COPYRIGHT. Any written or electronic media product produced as a result of this contract shall be a work for hire and shall be the property of the OSD.

E. VENDOR IS A CONSULTANT AND NOT AN EMPLOYEE

This agreement is not a contract of employment. At all times the Consultant shall be deemed to be an independent Consultant and is not authorized to bind the OSD to any contracts or other obligations, or to state or imply that he or she is an employee or authorized representative of the OSD, or to utilize the OSD's letterhead or logo without the prior consent of the OSD. Each of the following factors, in addition to other provisions of this Agreement, confirms the Consultant's status as an independent Consultant and not an employee. Except as otherwise set forth herein or agreed to by the parties in writing, the Consultant and OSD agree to comply with each of the following factors as is necessary to maintain independent Consultant status, each of which shall form a part of this Agreement:

INSTRUCTIONS	The OSD shall provide job specifications and instructions.
TRAINING	The OSD would provide training and meetings that the consultant needs to attend
RIGHT TO HIRE OTHERS	The consultant (mentioned below in Addendum - A) would not be allowed to hire others to do their work.
WORK ESSENTIAL TO WPS	The consultant's work is essential to OSD in relation to them providing all of the services provided in section
TIME TO PURSUE OTHER WORK	The Consultant may pursue other work during our agreement but not if it interferes with the hours and days worked at OSD or any other provisions listed in part A.

JOB LOCATION	OSD controls the job location.
BASIS OF PAYMENT	Payment shall be by the time expended.
WORK FOR MULTIPLE FIRMS	The Consultant may work for multiple firms simultaneously.
MATERIALS, TOOLS & EQUIPMENTS	All Materials, Tools and equipment for the job shall be provided by OSD.
SERVICES AVAILABLE TO PUBLIC	The Consultant's services are available to the general public.
RIGHT TO TERMINATE	The Consultant may not be terminated except as allowed for under the agreement.
PROGRESS REPORTS	The consultant would have to make progress reports for the students which are a monitoring issue of the goals and services for the student.

F. UNDERSTANDING AND ACCEPTANCE OF THE PARTIES: This Agreement constitutes the entire understanding of the parties. The Contract Initiator's and Consultant's signatures below signify both an understanding and acceptance of the contract provisions.

G. CONTRACT INITIATOR (OSD Representative) CONSULTANT

Signature: _____

Date Signed: _____

Branch / Dept: Director, Purchasing

Address: 1051 South A Street
Oxnard, CA 93030

Phone / Fax: 805/385-1501 / 805-240-7582

E-Mail Address: lfranz@oxnardsd.org

Signature: _____

Date Signed: _____

Title: MANAGER - SALES

Company Name & Address: 360 Degree Customer Inc
473 Sapena Ct, Ste # 7, Santa Clara, CA - 95054

Phone / Fax: Ph 408-234-8419, Fax 408-624-9355

E-Mail Address: leslie@360customer.com

ADDENDUM – A

RATE CARD FOR 2018-19 SCHOOL YEAR

Speech Therapists	:	\$85 PER HOUR
Bilingual Speech Therapists	:	\$90 PER HOUR
Occupational Therapist	:	\$85 PER HOUR
Physical Therapist	:	\$85 PER HOUR
Psychologists	:	\$85 PER HOUR
SLPA	:	\$70 PER HOUR
School Nurses	:	\$65 PER HOUR
Special Educational Teachers	:	\$70 PER HOUR

Start Date: August 16, 2018

End Date: July 31, 2019



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/20/2018

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

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

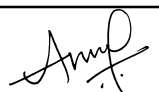
PRODUCER Om Insurance 1336 Trestlewood Lane San Jose, CA 95138	CONTACT NAME: Pal PHONE (A/C, No. Ext): 4082610884 E-MAIL ADDRESS: alisettyp@gmail.com	FAX (A/C, No): 4085169789
	INSURER(S) AFFORDING COVERAGE	
INSURED 360 Degree Customer, Inc 4423 Fortran Dr Ste. 114 San Jose Ca 95134	INSURER A: Lloyds of London	
	INSURER B: Hiscox Insurance	
	INSURER C: Employers Insurance Group	
	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:	X		ATR/O/232299	02/17/18	02/17/19	EACH OCCURRENCE	\$ 100000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100000
							MED EXP (Any one person)	\$ 5000
							PERSONAL & ADV INJURY	\$ 100000
							GENERAL AGGREGATE	\$ 200000
							PRODUCTS - COMP/OP AGG	\$ 100000
								\$
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY	X		ATR/O/232299	02/17/18	02/17/19	COMBINED SINGLE LIMIT (Ea accident)	\$ 100000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	EIG2589962-00	01/08/18	01/08/19	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
							E.L. EACH ACCIDENT	\$ 100000
							E.L. DISEASE - EA EMPLOYEE	\$ 100000
							E.L. DISEASE - POLICY LIMIT	\$ 100000
A	Professional Liability/E and O			MPL 1693279 16	02/02/18	02/02/19	1000000/1000000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 The following Certificate holder is additional insured

CERTIFICATE HOLDER Oxnard School District 1051 S A St, 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 
---	---

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Ana DeGenna

Date of Meeting: 8/22/18

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

Ratification of Agreement #18-71 – MyTherapyCompany, LLC (DeGenna/Sugden)

MyTherapyCompany, LLC will provide supplemental staffing including Speech Language Therapist, Speech Language Therapist Assistant, Occupational Therapist and School Psychologist, to the Oxnard School District on an “as needed” basis. MyTherapyCompany, LLC will be responsible for payment of each of their service provider’s wages and insurance, including worker’s compensation and general liability. Oxnard School district will provide orientation, support, facilities, and training for service providers.

Term of Agreement: **August 16, 2018 through July 31, 2019**

FISCAL IMPACT:

Not to exceed \$200,000.00, per hourly rate stated on 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 #18-71 with MyTherapyCompany, LLC.

ADDITIONAL MATERIAL(S):

Attached: Agreement #18-71, MyTherapyCompany, LLC (13 Pages)
 Rate Sheet (1 Page)
 Certificate of Insurance (1 Page)

OXNARD SCHOOL DISTRICT

Agreement #18-71

AGREEMENT FOR CONSULTANT SERVICES

This Agreement for Consultant Services (“Agreement”) is entered into as of this 22nd day of August, 2018 by and between the Oxnard School District (“District”) and MyTherapyCompany, LLC (“Consultant”). District and Consultant are sometimes hereinafter individually referred to as “Party” and hereinafter collectively referred to as the “Parties.”

RECITALS

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

OPERATIVE PROVISIONS

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

- 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, 2018 through July 31, 2019 (the “Term”). This Agreement may be extended only by amendment, signed by the Parties, prior to the expiration of the Term.
- Time for Performance.** The scope of services set forth in Exhibit A shall be completed during the Term pursuant to the schedule specified Exhibit A. Should the scope of services not be completed pursuant to that schedule, the Consultant shall be deemed to be in Default as provided below. The District, in its sole discretion, may choose not to enforce the Default provisions of this Agreement and may instead allow Consultant to continue performing the Services.
- Compensation and Method of Payment.** Subject to any limitations set forth below or elsewhere in this Agreement, District agrees to pay Consultant the amounts specified in Exhibit B “Compensation”. The total compensation shall not exceed Two Hundred Thousand Dollars (\$200,000.00), per the hourly rate on 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: MyTherapyCompany, LLC
2586 Trailridge Drive East, Suite 100
Lafayette, CO 80026
Attn: Pradeesh Thomas
Phone: 866.447.6916
Fax: 303.456.2173
Email: erobinson@thestepingstonesgroup.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:

MYTHERAPYCOMPANY, LLC:

Signature

Signature

Lisa A. Franz, Director, Purchasing

Typed Name/Title

Typed Name/Title

Date

Date

Tax Identification Number: 95-6002318

Tax Identification Number: _____

- Not Project Related
 Project #18-71

EXHIBIT A
TO AGREEMENT FOR CONSULTANT SERVICES #18-71

SERVICES

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

Provide temporary service providers to Oxnard School District including Speech Language Therapist, Speech Language Therapist Assistants, Occupational Therapist and School Psychologist.

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

N/A

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

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

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

- None.
 See attached list.

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

- None.
 See attached list.

VII. AMENDMENT

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

- Not Project Related
 Project #18-71

EXHIBIT B
TO AGREEMENT FOR CONSULTANT SERVICES #18-71

COMPENSATION

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

Total compensation shall not exceed Two Hundred Thousand Dollars (\$200,000.00), per the hourly rate on attached 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 \$200,000.00, per the hourly rate on attached rate sheet, as provided in Section 4 of this Agreement.

EXHIBIT C
TO AGREEMENT FOR CONSULTANT SERVICES #18-71

INSURANCE

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

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

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

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

(3) Insurance coverage should include:

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

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

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

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

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

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

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

Not Project Related

Project #18-71

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

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

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

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

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

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

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

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

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

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

Not Project Related

Project #18-71

EXHIBIT D
TO AGREEMENT FOR CONSULTANT SERVICES #18-71

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).

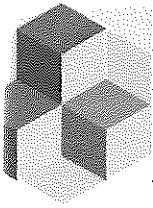
Consultant's are required to file disclosures when, pursuant to a contract with the District, the Consultant will make certain specified government decisions or will perform the same or substantially the same duties for the District as a staff person would.

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

Date: _____

By: _____

Lisa A. Franz
Director, Purchasing



The **Stepping Stones**
GROUP

Cumberland • MyTherapyCompany
AlphaVista • Staffing Options & Solutions

Corporate Office
2586 Trailridge Drive East, Suite 100
Lafayette, CO 80026
Ph: 866-447-6916 Fax: 303-456-2173
www.thesteppingstonesgroup.com

**Oxnard School District
2018-19 SY
Rate Sheet**

SLPA/ COTA /PTA	\$64.00 per hour
Speech/Language Pathologist	\$82.00 per hour
Occupational Therapist	\$72.50 per hour
Physical Therapist	\$70.00 per hour
Psychologist	\$85.00 per hour



CERTIFICATE OF LIABILITY INSURANCE

5/21/2019

DATE (MM/DD/YYYY)

5/18/2018

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

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

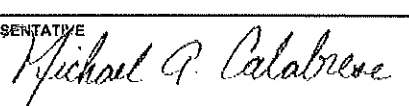
PRODUCER Lockton Companies 1185 Avenue of the Americas, Suite 2010 New York NY 10036 646-572-7300	CONTACT NAME: PHONE (A/C, No, Ext):		FAX (A/C, No):
	E-MAIL ADDRESS:		
INSURED 1440913 Pediatric Therapy Services, LLC DBA The Stepping Stones Group 2586 Trailridge Dr E Ste 100 Lafayette, CO 80026	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Philadelphia Indemnity Insurance Co.		18058
	INSURER B : The Hartford Insurance Pool		
	INSURER C : Trumbull Insurance Company		27120
	INSURER D :		
	INSURER E :		

COVERAGES **CERTIFICATE NUMBER:** 15372879 **REVISION NUMBER:** XXXXXXXX

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 type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	PHPK1823136	5/21/2018	5/21/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COM/POP AGG \$ 3,000,000 \$
C	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY	Y	Y	39 UUN HF7003	5/21/2018	5/21/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	Y	N	PHUB629971	5/21/2018	5/21/2019	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$ XXXXXXXX
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	39 WE BX 6853	5/21/2018	5/21/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Professional Liability	N	N	PHPK1823136	5/21/2018	5/21/2019	\$1M Each wrongful act / \$3M aggregate \$5,000 Each Claim Deductible

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Named Insureds include: Pediatric Therapy Services, LLC DBA Stepping Stones Group, Cumberland Therapy Services, LLC, 101 Therapy Staffing, Inc., My Therapy Company, LLC, AlphaVista Services, Inc., AlphaVista Holdings, Inc., Staffing Options and Solutions, LLC, and Cobb Pediatric Speech Services, Inc. dba Cobb Pediatric Therapy Services.
 Oxnard School District is included as Additional Insured on the General Liability, Automobile Liability and Umbrella Liability. Waiver of Subrogation applies in favor of the General Liability, Automobile Liability and Umbrella Liability as required by written contract.

CERTIFICATE HOLDER 15372879 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 
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OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Ana DeGenna

Date of Meeting: 8/22/18

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

Ratification of Agreement #18-72 – Therapy Travelers (DeGenna/Sugden)

Therapy Travelers will provide supplemental staffing including Speech Language Therapist, Speech Language Therapist Assistant, Occupational Therapist and School Psychologist, to the Oxnard School District on an “as needed” basis. Therapy Travelers will be responsible for payment of each of their service provider’s wages and insurance, including worker’s compensation and general liability. Oxnard School district will provide orientation, support, facilities, and training for service providers.

Term of Agreement: August 16, 2018 through July 31, 2019

FISCAL IMPACT:

Not to exceed \$300,000.00, per the hourly 2018-19 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 #18-72 with Therapy Travelers.

ADDITIONAL MATERIAL(S):

Attached: Agreement #18-72, Therapy Travelers (9 Pages)
Rate Sheet (1 Page)



Staffing Service Agreement #18-72

This Staffing Service Agreement (“Agreement”) is entered into as of the 22nd day of August 2018 (the “Effective Date”), by and between 3Chords Inc., a California corporation d/b/a TherapyTravelers (“TherapyTravelers”), and Oxnard School District (the “Client”).

1. Services and Staffing Confirmation

(a) Subject to availability, TherapyTravelers will provide the services of one or more Rehabilitation Therapist Associates (each an “Associate”) on request from the Client on an as needed and as available basis (the “Services”). In order to initiate Services pursuant to this Agreement, the Client shall provide TherapyTravelers with a request (via telephone, email, facsimile, in person, or mail) describing the Services needed in reasonable detail. TherapyTravelers will promptly reply to each such request and indicate whether it has an Associate available to provide the requested Services. If TherapyTravelers elects to provide the requested Services, a confirmation of and detailed terms of the assignment will be provided to the Client in a “Staffing Confirmation Agreement” in substantially the form attached hereto as Exhibit A.

(b) Each Staffing Confirmation Agreement is incorporated herein by this reference as if fully set forth in this Agreement. If there is a conflict between the terms of this Agreement and a Staffing Confirmation Agreement, the terms of this Agreement shall prevail. The Client agrees to promptly execute and return a copy of each Staffing Confirmation Agreement to TherapyTravelers; provided, however, that if the Client fails to execute the Staffing Services Agreement, its acceptance of the terms thereof may be evidenced by its approval of the assigned Associate’s weekly timesheet or electronic timekeeping record. All Services become subject to this Agreement when TherapyTravelers accepts the Client’s request for Services by issuing a Staffing Confirmation Agreement or providing the Services.

(c) The Client acknowledges and agrees that any claim related to the Services provided hereunder must be reported in writing to TherapyTravelers by the earlier of (1) ninety (90) days after the claim arises, or (2) thirty (30) days after termination of the Associate’s assignment pursuant to a Staffing Confirmation Agreement. TherapyTravelers will not be responsible for, and the Client hereby waives the right to assert, any claims not reported in accordance with the foregoing.

2. Associates

(a) TherapyTravelers will refer qualified candidates without regard to race, sex, color, religion, national origin, marital status, veteran status, non-job related medical condition or any other statutorily protected category. The Client shall have the right of refusal regarding the Associate assigned by TherapyTravelers, consistent with the other terms of this Agreement, but agrees that no refusal will be made on account of race, gender, color, religion, national origin, marital status, veteran status, or any other statutorily protected category. The Client understands and agrees that any Associate assigned to the Client by TherapyTravelers, pursuant to this Agreement, shall perform all Services as an independent contractor to the Client and not as an employee, agent, partner, or venture participant of the Client.

(b) Associates shall perform Services at the work site of the Client and during the normal work hours of the Client. The Client will provide, at no cost to TherapyTravelers, working space facilities, and related services and supplies necessary to support each Associate engaged by the Client. Associates will work under the supervision and direction of the Client.

(b) The Client acknowledges that TherapyTravelers usually checks references on Associates only by asking specific questions to select past employers with regard to skills and work history before TherapyTravelers places an individual on his or her first assignment. TherapyTravelers has not engaged in any verification process other than this initial reference check (e.g., TherapyTravelers has not screened for drug use, administered a medical exam or conducted criminal background or credit checks).

(c) The Client is responsible for supervising the assigned Associates(s). The Client will not permit or require an Associate: (1) to perform Services outside of the scope of his or her assignment (2) to sign contracts on behalf of the Client, (3) to make any management decisions, (4) to sign, endorse, wire, transport or otherwise convey cash, securities, checks or any negotiable instruments or valuables, (5) to operate machinery (other than office machines) or automotive equipment, (6) to perform Services remotely (on premises other than the Client's premises), or (7) to use computers or other electronic devices, software or network equipment owned or licensed by the Associate.

(d) The Client agrees to provide safe working conditions. If any assignment under this Agreement is for work to be performed under a government contract or subcontract, the Client will notify TherapyTravelers immediately: (1) of any obligations in the government contract or subcontract relating to wages, and (2) if TherapyTravelers is legally required to initiate E Verify verification procedures for any Associate. TherapyTravelers reserves the right to re-assign any assigned Associate.

(e) The Client hereby acknowledges and agrees that it is responsible for implementing and maintaining usual, customary and appropriate internal procedures and controls (including accounting, information technology, proprietary information, creative designs and trade secret safeguards) for its business. The Client further agrees that it is fully responsible for, and that TherapyTravelers will not be responsible for any injuries, claims, damages or losses that may result from the Client's failure to comply with the foregoing.

(f) Assigned Associates will execute any confidentiality agreement that the Client may reasonably require. The Client is responsible for obtaining the assigned Associate's signature. The Client agrees to hold in confidence the identity of any assigned Associate and the assigned Associate's resume, social security number and other legally protected personal information, and further agrees to implement and maintain reasonable security procedures and practices to protect such information from unauthorized access, use modification or disclosure.

3. Compensation and Payment Terms

(a) The Client shall pay TherapyTravelers an agreed hourly bill rate for each hour worked by an Associate as set forth in the Staffing Confirmation Agreement, which will also specify the duration and location of the assignment. Overtime and Holiday hours worked will be billed at least 1.5 times the normal hourly bill rate, and in a greater amount if required by applicable State or local law. Holidays in consideration will be listed on the Staffing Confirmation Agreement. Overtime hours will be determined in accordance with applicable Federal, state and local laws. Federal law defines overtime as hours in excess of 40 hours per week, and state laws vary. If state law requires double time pay, the double time hours will be billed at 2.0 times the normal hourly bill rate.

(b) Assigned Associates will present a time sheet record to the Client or its designated representative for verification and approval at the end of each week. TherapyTravelers will bill the Client for the total hours worked, including applicable sales and service taxes all of which are payable by the Client. TherapyTravelers invoices are due and payable [upon receipt] [within ten (10) days of the billing date]. In the event that the Client fails to pay any invoice when due, the Client agrees to pay all of TherapyTravelers' costs of collection, including reasonable attorney's fees, whether or not legal action is initiated. Additionally, TherapyTravelers may, at its option, charge interest on any overdue amounts at a rate equal to the lesser of one and one half percent (1.5%) per month or the highest rate allowed by applicable law from the date the amount first became due.

(c) TherapyTravelers may increase its rates for the Services provided under this Agreement to reflect increases in its costs of doing business, including costs associated with higher wagers for workers and/or related tax, benefit and other costs.

TherapyTravelers will provide written or verbal notice of any increase in its rates for the Services, and such increase will be prospective, starting as of the effective date specified by TherapyTravelers.

(d) Invoices submitted by TherapyTravelers to the Client shall include all sales, use or similar taxes that are imposed by state or local law on the amounts to be paid by the Client to TherapyTravelers pursuant to this Agreement, and the Client shall pay to TherapyTravelers the amount of all taxes so included on any invoice.

(e) Consistent with applicable Federal, state and local laws, the Client agrees to investigation from time to time by TherapyTravelers of the Client's credit history, including but not limited to credit reports, rental history reports, BBB reports, and other means. TherapyTravelers reserves the right to refuse to enter into this Agreement or immediately cancel this Agreement, in its sole discretion based on the results of the credit history inspection. TherapyTravelers reserves the right to request prepayment for services rendered if the results of the credit history inspection so indicate.

4. Client Hiring of Associates and Conversion Fees

(a) In the event that the Client, after evaluating the performance and potential of an Associate on the job, desires to employ the Associate directly, the Client agrees to abide by certain restrictions and to pay any applicable "Conversion Fee" as provided hereinbelow. The Conversion Fee, if applicable, is payable if the Client hires an assigned Associate, regardless of the employment classification on either a full time, temporary (including temporary assignments through another agency) or consulting basis within twelve (12) months after the last day of such Associate's assignment hereunder. The Client acknowledges that a Conversion Fee, if applicable, is also payable if the assigned Associate is hired by a subsidiary or other related company or business of the Client.

(b) Neither the Client, nor its subsidiaries or affiliates, may, directly or indirectly, hire, offer employment to, or otherwise use the Services of any Associate or former Associate who has performed Services for Client equaling less than 1,500 hours at the Client's facility within the past twelve (12) months. The Client may elect to hire any Associate who has worked more than 1,500 hours at the Client's facility within the past twelve (12) months, subject to payment of a fee equal to thirty five percent (35%) of the Associate's annual total compensation, including bonuses (the "Conversion Fee"). The Client will pay the Conversion Fee to TherapyTravelers within 10 days of billing. In order for an Associate to be hired on as the Client's employee, the Client must have a zero balance on all outstanding invoices. The foregoing hiring restriction and Conversion Fee obligations shall survive until one (1) year after the last date of service by the subject Associate at the Client's facility.

(c) TherapyTravelers agrees to waive its right to a Conversion Fee after an Associate has completed 2,700 hours over the course of two (2) school years.

(d) The Client shall provide TherapyTravelers thirty (30) days prior written notice of its intention to offer employment to any Associate, and shall immediately confirm in writing when it has extended the offer (in writing, verbally or otherwise), and when the TherapyTravelers Associate accepts the offer (in writing, verbally, or otherwise). TherapyTravelers will bill Client for the Conversion Fee after the TherapyTravelers Associate accepts Client's offer.

(e) Commencing on the first day that the Client includes on its payroll any Associate formerly referred to Client by TherapyTravelers, that Associate immediately ceases to be an independent contractor with respect to Client, TherapyTravelers is no longer the Associate's employer, and is in no way liable in any way for that person's actions or omissions, tax deductions, workers' compensation insurance, unemployment compensation taxes or any other legally required taxes and withholdings.

5. Direct Hire Fees

(a) Should the Client wish to use TherapyTravelers as a headhunter for permanent assignments, a "Contingency Direct Hire Fee" equal to thirty three percent (33%) of the candidate's annual salary will become payable to TherapyTravelers when an offer, verbal or otherwise, is made by the Client and accepted by the candidate. Payment is due in full within thirty (30) days of invoice.

(b) Replacement Policy: If the candidate placed with Client voluntarily terminates his/her employment or is terminated for cause within sixty (60) days from the candidate's start date, TherapyTravelers will offer a replacement courtesy for that candidate. However, the replacement policy is contingent upon full payment of the direct hire fee by Client within thirty (30) days of invoice.

6. Dismissals

In instances of unsatisfactory performance of duties by an Associate, the Client agrees to make a reasonable attempt to rectify the issue, including a notice, in writing, to TherapyTravelers outlining the issue at hand so that the Associate may modify behavior through counsel and coaching by TherapyTravelers staff. Should the issue not be resolved within a reasonable amount of time, the Client may request that the Associate be removed from the assignment. TherapyTravelers will make every effort possible to comply with the Client's request as quickly as possible. Client agrees to honor the terms of this Agreement and pay invoices for hours actually performed by any Associate up to the time of dismissal from the Client's assignment.

7. Cancellations

On short-term assignments (i.e., one to fourteen days), cancellations must be made six (6) business days prior to the report time. A cancellation fee of one half (1/2) the scheduled hours for any shift cancelled is payable to TherapyTravelers for any cancellation made with less than six (6) business days notice. On long-term assignments (i.e., two or more weeks), Client must provide twenty (20) in-session school days (work days) notice of cancellation to TherapyTravelers. A cancellation fee equal to the scheduled hours for any shift cancelled is payable to TherapyTravelers for all cancellations made with less than twenty (20) in-session school days (work days) notice. For assignments TherapyTravelers must be granted at least forty (40) hours per week of work (unless the Client's full time business schedule is only thirty-five (35) hours per week, or (37.5) thirty seven and a half hours per week). If an Associate's travel staffing assignment ends prematurely, the Client agrees to pay to TherapyTravelers, upon presentment of an invoice, all remaining housing costs for the Associate, including apartment and furniture leasing costs, until the expiration of the applicable lease(s).

8. Contract Termination

This Agreement remains in effect until terminated by either party. This Agreement shall be terminable by either party upon thirty (30) days written notice. Termination of this Agreement will also result in the termination of all Staffing Confirmation Agreements between TherapyTravelers and the Client. In addition, each Staffing Confirmation Agreement shall be subject to immediate termination in the event that TherapyTravelers reasonably determines that the assigned Associate's professional license or code of ethics has been compromised.

9. Notices

For the purposes of this Agreement, notice shall be effective to the parties at the following addresses:

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

TherapyTravelers: TherapyTravelers
355 Redondo Ave.
Long Beach, CA 90814

9. Insurance, Indemnification and Limitation of Liability

(a) TherapyTravelers shall maintain and provide to the Client, upon written request, proof of any assigned Associate's valid professional license, if applicable, and proof of Worker's Compensation Insurance (which will be maintained per statutory requirements). Additionally, TherapyTravelers shall procure and maintain insurance and upon written request, shall provide the Client with Certificates of such insurance covering the following risks:

- Professional Liability - \$1,000,000 per claim, \$3,000,000 Aggregate
- General Liability - \$1,000,000 per claim, \$3,000,000 Aggregate

(b) To the extent permitted by law, TherapyTravelers will defend, indemnify, and hold the Client and its parent, subsidiaries, directors, officers, agents, representatives, and employees harmless from all claims, losses, and liabilities (including reasonable attorneys' fees) to the extent caused by TherapyTravelers' breach of this Agreement; its failure to discharge its duties and responsibilities set forth herein or in the Staffing Confirmation Agreement; or the negligence, gross negligence, or willful misconduct of TherapyTravelers or its officers, employees, or authorized agents in the discharge of those duties and responsibilities.

(c) To the extent permitted by law, the Client will defend, indemnify, and hold TherapyTravelers and its parent, subsidiaries, directors, officers, agents, representatives, and employees harmless from all claims, losses, and liabilities (including reasonable attorneys' fees) to the extent caused by the Client's breach of this Agreement; its failure to discharge its duties and responsibilities set forth herein or in the Staffing Confirmation Agreement; or the negligence, gross negligence, or willful misconduct of the Client or its officers, employees, or authorized agents in the discharge of those duties and responsibilities.

(d) Circumstances may arise where, because of a default on the part of TherapyTravelers, the Client is entitled to recover damages from TherapyTravelers. Regardless of the basis on which the Client is entitled to claim damages from TherapyTravelers (including fundamental breach, negligence, misrepresentation, or other contract or tort claim) TherapyTravelers' liability, if any, will (in the aggregate for all claims, causes of action, or damages) be limited to any actual direct damages up to an amount equal to the fees actually paid to TherapyTravelers for the Services that are the subject of the claim.

10. Miscellaneous

(a) Entire Agreement. This Agreement contains the complete agreement between the parties with respect to the subject matter thereof and may not be

modified except by written agreement signed by both parties. This Agreement supersedes all previous written or oral agreements between the parties

(b) Assignment. This agreement may not be assigned by either party without the written consent of the other party. Consent for one assignment does not waive the consent requirement for any subsequent assignment, but, subject to the foregoing limitation, will inure to the benefit of and be binding on the successors and assigns of the respective parties

(c) Arbitration. Any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by arbitration in Los Angeles, California before one arbitrator. The arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures and in accordance with the Expedited Procedures in those Rules. Judgment on the Award may be entered in any court having jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction. In any arbitration arising out of or related to this Agreement, the arbitrator is not empowered to award punitive or exemplary damages, except where permitted by statute, and the parties waive any right to recover any such damages. In any arbitration arising out of or related to this Agreement, the arbitrator may not award any incidental, indirect or consequential damages, including damages for lost profits.

(d) Governing Law. The validity and interpretation of any terms or provisions of this Agreement of the rights and duties of the parties hereunder shall be governed and construed in accordance with the laws of the State of California, exclusive of conflict or choice of law rules. All actions, including arbitration, arising out of this Agreement, shall be in Los Angeles, California.

(e) Severability. The parties agree that each of the provisions included in this Agreement is separate, distinct and severable from the other and remaining provisions of the Agreement; and that the invalidity or unenforceability of any Agreement provision shall not affect the validity or enforceability of any other provision or provisions of this Agreement.

(f) Attorneys' Fees. In the event of any arbitration or other action arising out of or related to this Agreement, or any Staffing Confirmation Agreement, the prevailing party in such arbitration or other action shall be entitled to receive an award of all costs and expenses of such arbitration or other action, including reasonable attorneys' fees and costs, and all other expenses in connection therewith, in addition to any other award or remedy provided in such arbitration or action, and the same shall be included in the award and any judgment.

(g) Authority. The Client signatory, herein below, specifically warrants that such individual has the capacity and authority to represent, contract on behalf of and bid the Client with respect to the obligations, rights, and duties contained herein.

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement as of the Effective Date.

“TherapyTravelers”

3CHORDS INC.
A California Corporation

By: _____
Maria Lankenau, Vice President

“Client”

Oxnard School District

By: _____
Lisa A. Franz, Director, Purchasing

By extending a permanent or travel offer to a candidate that you have received from TherapyTravelers, you expressly agree to the terms and conditions of the Staffing Confirmation Agreement and the TherapyTravelers Staffing Service Agreement unless otherwise agreed in writing.



Oxnard School District - Rate Sheet for 2018/2019

TherapyTravelers specializes in providing highly qualified therapists to school districts across the country. We are a Southern California based business and enjoy working with districts within our local area.

We focus on staffing the following positions: Speech Language Pathologist, Speech Language Pathologist Assistant, Speech Language Pathologist – CFY, Occupational Therapist, Occupational Therapist Assistant, Physical Therapist, Physical Therapist Assistant, Psychologist and School Nurses.

SLP	\$85-\$110
SLP - CFY	\$75-\$85
SLPA	\$65-\$78
OT	\$85-95
COTA	\$75-85
PT	\$85-\$105
PTA	\$75-85
School Psychologist	\$90-\$115

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Ana DeGenna

Date of Meeting: 8/22/18

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

Ratification of Agreement #18-73 – STAR of CA, ERA ED (DeGenna/Sugden)

STAR of CA, ERA ED will provide classroom support and 1 to 1 Behavior Therapists for identified special education and general education students during the 2018-2019 school year.

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

FISCAL IMPACT:

Not to exceed \$826,000.00 – Special Ed. Funds

RECOMMENDATION:

It is recommended by the Director, Special Education Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Agreement #18-73 between Oxnard School District and STAR of CA, ERA ED.

ADDITIONAL MATERIAL(S):

Attached: Agreement #18-73, STAR of CA, ERA ED (4 Pages)
Rate Sheet (5 Pages)
Certificate of Insurance (6 Pages)

OXNARD SCHOOL DISTRICT

AGREEMENT #18-73 FOR CONSULTANT SERVICES

THIS AGREEMENT, made and entered into this 22nd day of August 2018, by and between the OXNARD SCHOOL DISTRICT, located at 1051 S A St, Oxnard, CA 93030, hereinafter referred to as "District" and STAR of CA, a Professional Psychological Corporation (DBA STAR of CA, and ERA ED) located 4880 Market St, Ventura CA 93003, hereinafter referred to as "Provider/Consultant".

WITNESSETH:

WHEREAS, it is the desire of the Governing Board of the Oxnard School District to contract with professionally trained Consultant provide professional development workshops and consultation support to para-educators and teachers working with students with emotional and behavioral challenges. Professional development workshops and consultation support will focus on building para-educator and teacher capacity for implementing individualized and classroom wide behavioral strategies to help resolve challenging behaviors and teach alternative behaviors that promote student success. ERA ED will also provide direct behavioral support to identified students to help stabilize them in their current placement or assist with transitions. In addition, ERA ED will collect, analyze, summarize, and disseminate behavioral data among district team members; and collaborate with district team members for purposes of coordination of care.

WHEREAS, Provider in consideration of the mutual promises of the parties hereto, the District hereby retains the Provider upon the terms and conditions hereinafter set forth, and the Consultant hereby accepts said retention and agrees to perform the services hereinafter mentioned, solely upon the following terms and conditions.

NOW THEREFORE, in consideration of the above facts and of the covenants and agreement contained herein, the parties hereto agree as follows:

1. **TERM OF AGREEMENT:** The term of this Agreement shall be for the period commencing

July 1, 2018 and terminating June 30, 2019

2. **SERVICES:** As directed by the District, Provider shall provide the services that are required by the District, including without implied limitation, the following: provide professional development workshops and consultation support to para-educators and teachers working with students with emotional and behavioral challenges. Professional development workshops and consultation support will focus on building para-educator and teacher capacity for implementing individualized and classroom wide behavioral strategies to help resolve challenging behaviors and teach alternative behaviors that promote student success. ERA ED will also provide direct behavioral support to identified students to help stabilize them in their current placement or assist with transitions. In addition, ERA ED will collect, analyze, summarize, and disseminate behavioral data among district team members; and collaborate with district team members for purposes of coordination of care.

The scope of the services provided shall be pursuant to this Agreement and subject to the approval of the District's designee in the District's sole, absolute and subjective discretion. In performing the services specified by the District as set forth herein above, Provider shall determine the methods, details, and means of providing such approved or agreed services. However, upon request, Consultant shall submit a written summary of Provider's methods, details and means of providing such services.

Provider shall provide services at the direction of the District's designee in this matter who is designated as:

Amelia Sugden
(Name)

Director of Special Education Services
(Title)

LOCATION: Provider shall provide the contracted services at the following location:

Oxnard School District School Sites.

However, it is understood and agreed that the time and place said services shall be rendered may be changed from time to time as determined by the District's designee.

3. COMPENSATION: District shall pay Provider a maximum amount of \$826,000.00 pursuant to this Agreement. Provider shall be compensated at the rate of \$53.57 per hour for 1 to 1 behavioral support to students, \$104.07 per hour for behavioral consultation and supervision services, \$339.90 for 2 hours workshops, and \$679.80 for 4 hours workshops. The intensity and duration of services will be delivered as directed and determined by District.

Provider shall not be entitled to any other compensation or benefits from District of any kind or type, including, without implied limitation, benefits, insurance, and/or in-kind services.

Provider shall provide a monthly invoice to the District's designee detailing the service type, time spent, and date(s) of service of the services provided for the preceding month and any other billing breakdown as may be required by the District. Consultant shall, when requested by District, invoice individual projects separately by line item showing the type and quantity of time expended on the specific project(s). Consultant shall account for and invoice hours worked pursuant to this Agreement separately from any other agreement between the parties.

Progress payments shall be made by District at monthly intervals within a reasonable time thereafter, but in no event shall it exceed 60 days from receipt of an invoice from Consultant.

Provider shall assume all ordinary expenses incurred in connection with the performance of this Agreement. Such ordinary expenses shall include, without implied limitation, document reproduction expenses, computer and telephone charges. Services and expenses that are above the ordinary and are required shall not be reimbursable unless previously authorized in writing by District's designee and controlled by a Board approved addendum to this Agreement.

4. INDEPENDENT CONTRACTOR: While performing services hereunder, the District and Consultant acknowledge that Provider is an independent contractor and not an officer, agent or employee of the District. Consequently, Provider shall pay all personal State and federal taxes as an independent contractor and acknowledges that, as an independent contractor, Provider is not covered under California workers' compensation, unemployment insurance or other employment-related laws.

Provider shall at all times remain solely responsible for the services to be provided pursuant to this Agreement, regardless of whether Provider should choose to employ any agent(s), employees(s) or other representative(s) to perform any or all such service; provided however, because of Provider's special expertise and potential contact with students, Provider shall not subcontract, assign or otherwise transfer any portion of the services of this Agreement or any interest therein, without the prior written approval of the District's designee and the Superintendent in the District's sole absolute and subjective discretion. Any such attempts to subcontract, assign or otherwise transfer any portion of the services or this Agreement without the prior written approval of the District shall be void and without effect, and shall permit the District to terminate this Agreement immediately with no further payments due to Provider for work subcontracted, transferred or assigned as of the date of termination or the transfer, subcontracting or assignment whichever first occurred. In the event Provider is given written approval for the use of subcontractors, Provider acknowledges that all subcontractors shall comply with Section 6, Criminal Background Checks, of this Agreement. Any failure of Provider's subcontractors to comply with the terms of Section 6 shall subject Provider to liability pursuant to Section 7, Indemnity, of this Agreement.

Any subcontractor(s) allowed shall be at no additional expense to the District, and shall be paid from Provider's own resources and billings. Provider shall pay all wages, salaries, benefits and other amounts due to Provider's subcontractors, and shall be fully responsible for all reports and obligations respecting Provider's subcontractors.

5. INSURANCE: Provider shall, at Provider's expense, procure and maintain for the duration of this Agreement, general liability, workers' compensation and any other insurance required by applicable law or necessary to protect against claims for injuries to persons or damage to property which may arise from or in connection with the performance of this Agreement by Provider and Provider's subcontractors, agents, or representatives. All commercial general liability or comparable policies maintained by Provider will name the District, and such other persons as may be designated by the District as additional insureds, entitling them to recover under such policies for any loss sustained by them, their agents, board members, and employees as a result of the acts or omissions of Provider. Provider must immediately notify District of any reduction or termination in coverage.

A. LIABILITY INSURANCE: The general liability insurance shall have an each occurrence limit of not less than one million dollars (\$1,000,000) or as solely determined by the District by and through the Superintendent or designee.

B. WORKERS' COMPENSATION INSURANCE: The workers' compensation insurance shall insure Provider's obligations and liabilities under the workers' compensation laws of the State of California, including, without implied limitation, employers' liability insurance in the limits required by the laws of California.

6. CRIMINAL BACKGROUND CHECKS: As an independent contractor providing services requested by the District, Provider warrants and represents that, in the performance of this Agreement, neither Provider nor any of Provider's employees, and subcontractors, if approved pursuant to Section 4 of this Agreement, shall have substantial contact with any students. However, in the event that Provider or any of Provider's employees, or subcontractors may have more than limited contact with students as may be determined by the District in its sole, absolute and subjective discretion, Provider and all of Provider's employees, and subcontractors shall comply with all requirements related to fingerprinting as set forth in Education Code section 45125.1, and all District Administrative Regulations relating to the same and Criminal Background Checks, prior to any contact with any students, including without implied limitation, prior to coming onto school grounds.

7. INDEMNITY: The Provider shall defend, with Counsel chosen by District, and shall hold and keep harmless the District and all of its officers, employees, volunteers, attorneys, agents and assigns thereof from all claims, demands, causes of action, costs, expenses, liability, loss, damages or injury, in law or equity that may at any time arise or be set up because of injuries to or death of persons, including wrongful death, or damage to, loss, or theft of property, including District's personnel and property, in any manner arising out of, or in the course of, the performance of this contract or incident to any alleged acts, omissions or willful misconduct of Provider, Providers subcontractors, officers, employees, agents and representatives arising out of or in connection with the performance of services of this Agreement, including without implied limitation, the payment of all consequential damages and attorney's fees and other related costs and expenses. Provider shall defend, with counsel chosen by District, at Provider's own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against District, its board members, superintendent, employees, volunteers, attorneys, agents and assigns. Provider shall pay and satisfy any judgment, award or decree that may be rendered against District or its board members, superintendent, employees, volunteers, attorneys and agents in any such suit, action or other legal proceeding. Provider shall reimburse District, its board members, superintendent, employees, volunteers, attorneys, agents and assigns for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Provider's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by District, its board members, superintendent, employees, volunteers, attorneys, agents and/or assigns.

8. CONFIDENTIALITY: Provider and all personnel designated by Provider to perform under this Agreement shall maintain the confidentiality of all information received in the course of performing this Agreement. This requirement shall extend beyond the effective termination or expiration date of this Agreement. All materials and data prepared by Provider under this Agreement shall become the property of the District during and upon completion of the terms of this Agreement. All materials and data must be submitted to the District within 10 days of demand by the District.

9. CONFLICTS: Provider shall not engage in any activity that conflicts with, or has the appearance of conflicting with, the District. Provider agrees to abide by the District's Conflict of Interest Policy. Notwithstanding any other provision contained herein, the District shall, in the District's sole and complete discretion, have the right to immediately terminate this Agreement in the event it is determined by the Superintendent that a real or apparent conflict of interest exists that cannot be resolved.

10. TERMINATION: Except as otherwise provided in this Agreement, this Agreement may be terminated for any reason by giving 30 days' written notice to the other party.

11. LICENSING: Provider shall, during the term of this Agreement, obtain and maintain all licenses, certificates, permits and approvals of whatever nature that are legally required to provide the services required pursuant to this Agreement.

12. COMPLIANCE WITH LAWS: Provider shall keep fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the provision of services. In the event Provider performs any work contrary to such laws, rules and regulations, Provider shall be solely responsible for all costs arising there from.

13. GOVERNING LAW/VENUE: This Agreement shall be governed by the laws of the State of California, Ventura County. This Agreement shall not be governed by the Uniform Commercial Code. To the extent that there is to be delivery or performance of services under this Agreement, such services will not be deemed "goods" within the meaning of the Uniform Commercial Code. In the event of litigation, both parties agree that the appropriate venue shall be in the Superior Courts of the County of Ventura.

14. ASSIGNMENT: Provider agrees not to assign this contract or any interests therein without the approval in writing of the District. Any such attempt to assign or sublet this Agreement without District approval shall be invalid.

15. SEVERABILITY: If any one or more of the provisions of this Agreement are hereafter declared void or unenforceable by judicial, legislative or administrative authority of competent jurisdiction, then the parties hereto agree that the invalidity or unenforceability of any of the provisions shall not in any way affect the validity or enforceability of any other provisions of this Agreement.

16. WAIVER: No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a party shall give the other party any contractual rights by custom, estoppel, or otherwise.

17. ARBITRATION: Any claims or controversy arising out of or related to this Agreement, or the breach thereof, shall first attempt to be settled by non-binding mediation utilizing a mutually agreed mediator. Should a claim or controversy not be resolved via mediation either party may file an action in a court of competent jurisdiction as provided in Section 13 of this Agreement. Both parties hereto agree to waive any claims for consequential damages pertaining to this agreement.

18. INCORPORATION OF EXHIBITS: All exhibits attached and referred to in this Agreement are incorporated as though fully set forth in this Agreement.

19. ENTIRE AGREEMENT: It is understood and agreed that this Agreement sets forth the entire understanding of the parties regarding the subject matter thereof and no modification or amendment to this Agreement shall be binding unless said modification or amendment is in writing and duly executed with the same formality as this Agreement itself.

IN WITNESS THEREOF, the parties hereto have set their hands on the date and in the month and year written below.

OXNARD SCHOOL DISTRICT:

Lisa A. Franz, Director, Purchasing

Date

STAR of CA, ERA ED, VENTURA CA

Dr. Doug Moes, President, CEO

Date



4880 Market St.
Ventura, California 93003
ph: (805) 644-7827
fax (805) 650-1385
Corporate Headquarters
www.starofca.com www.eraEDcom

PROGRAM DESCRIPTION OVERVIEW AND FEE SCHEDULE 2018-2019

STAR of CA (DBA: ERA ED) provides a range of behavioral health services to support students with developmental disabilities and/or emotional behavioral disorders in addition to their families. Special Education students with a variety of problems can participate in our school-based services. These students may have or be at risk for an autism spectrum disorder (e.g., Autism, pervasive developmental disorder NOS, Asperger's) or emotional behavioral disorder (e.g., disruptive behavior disorder, anxiety or mood disorder) that may be interfering with their school performance and ability to participate in the least restrictive environment (LRE). Services provided include (1) behavior intervention development and modification (BID), (2) Behavior Intervention Implementation of Behavior Modification Plans (BII), (3) counseling and guidance services (CG), (4) parent counseling and training (PCT), and (5) other psychological services aside from assessment and IEP development (PS). ERA ED's school based services are derived from evidence-based practices such as Applied Behavior Analysis (ABA), Positive Behavioral Support (PBS), Dialectical Behavioral Therapy (DBT), Parent Child Interaction Therapy (PCIT), and Cognitive Behavior Therapy (CBT).

ERA ED Service Delivery Options for Ventura County SELPA School Districts

Consultation Support - ERA ED delivers consultation support to schools, classrooms, and student teams. This consultation support includes focused training to school personnel, classroom team members, and instructional assistants in specific areas of need, classroom coaching, program development, and intermittent team meetings to facilitate program development, implementation, and progress monitoring. In this approach ERA ED serves as an integral member of the team providing ongoing communication between team members (e.g., classroom staff, the school site administration, and the Director of Pupil Services). Intermittent progress reports are developed to summarize progress in staff and classroom development, identify ongoing areas of need, and generate recommendations for responding to those needs.

IEP Driven Services - ERA ED can deliver behavioral health services to specific students in order to build their requisite skills and resolve emotional and behavioral challenges necessary for the student to participate in the least restrictive environment, access their curriculum, and demonstrate progress toward IEP goals. As a supplement to



consultation support, the utilization of ERA ED for IEP driven services provides districts with an immediate response to addressing the needs of individual students. As part of a capacity building strategy for school districts, ERA ED's delivery of such services creates an exemplar of effective behavioral health services. As the students emotional and behavioral challenges are resolved and relevant skills begin to emerge, an emphasis is placed on transferring responsibility for such behavioral health services back to district personnel so the student learns to benefit from the natural supports that exist within their classroom and district team members. The IEP process is essential for reviewing the progress of such ERA ED delivered behavioral health services and determining how these services are transferred back to school districts.

ERA ED Description of Services & Fee Schedule

Behavioral Services

Consultation (\$104.07/hr) - includes a variety of staff and program development related activities designed to build capacity in school district personnel, teams, classrooms, and schools. The focus of ERA ED consultation support is to address areas of need that district staff may have in utilizing Applied Behavior Analytic methodologies and other best practices to serve students with autism and emotional behavioral disorders. Consultation services can be IEP driven or be initiated as part of a District's broader staff training and development efforts. Consultation support is often preceded by a formal or informal needs assessment

Instructional Assistant / Para-Educator Training - IEP driven consultation support designed to train district staff on implementation of a specific student's behavioral support plan, teaching to IEP goals, and carrying out data collection practices.

Classroom Program Development - Consultation support designed to enhance the ability of classrooms to respond to the educational needs of students with autism spectrum disorders. Emphasis is placed on optimizing the use of ecological arrangements, activity schedules, visual supports, communication systems, appropriate teaching strategies, and developing monitoring systems for reviewing student progress and staff success with program implementation. The consultation support is delivered through intermittent team meetings, small group trainings, and coaching within the classroom milieu.

Workshops - A variety of workshops can be developed for more general teacher training needs. Workshop content and format are determined through conducting brief needs assessments that would include discussion with district personnel and opportunities to



observe within the settings in which the training content is to be applied Follow up coaching delivered in the target settings is an essential component to the workshop model.

Assessments (FBA/FAA, \$104.07/hr) - A comprehensive Functional Behavioral Assessment (FBA, FAA) is conducted in compliance with requirements set forth from IDEA and the Hughes Bill. The assessment takes place across multiple locations and visits. The assessment is 15 hours and includes development of (a) goals associated with student needs to inform programming, (b) a positive behavior support plan that addresses proactive, teaching and reactive strategies to address specific challenging behaviors and teach replacement behaviors, and (c) recommendations for service delivery to assist the treatment team in planning.

Direct Instruction (BII, \$53.57/hr) -includes the implementation of Applied Behavior Analytic interventions (IBI) to students as part of their IEP in order to resolve challenging behavior, teach replacement behaviors, and develop academic readiness skills. Direct instruction can be delivered across all settings (e.g., school, home, community) deemed relevant to support implementation of the student's IEP.

Supervision (BID, \$104.07/hr) - includes a range of supervisory activities designed to support implementation of the student's behavioral program as specified in their IEP. As part of supervision each ERA ED direct interventionist is trained, evaluated, and monitored by the supervisor as part of our ongoing quality assurance process. The supervisor visits the child's school, or other settings in which intervention is delivered (e.g., home, community), weekly to assess the program, support the direct interventionist, and address classroom team and family questions or concerns. To ensure proper program implementation, fidelity of implementation data and reliability data are taken on each ERA ED direct interventionist. Supervision also includes the direct interventionist and supervisor meeting as needed to discuss the student's progress, review behavioral data, and make necessary program changes (e.g., modify goals, revise data collection systems, adapt teaching strategies). Report writing (i.e., monthly or quarterly based on IEP team decision), as well as participation in monthly team meetings and IEPs are part of the ERA ED supervision model.



Mental Health Services

Counseling and Guidance Services (CG, \$104.07/hr for Licensed Mental Health Professional; \$53.57/hr for Mental Health Intern) - ERA ED counseling and guidance services include counseling in which the student is assisted in planning and implementing their short and long term educational program; personal counseling in which the student is helped to develop their social, emotional, and behavioral functioning in order to promote self-determination and personal responsibility. Counseling and guidance services can be delivered in either individual or group based modalities to best meet the needs of students, and are delivered in our mental health office suite, at the school site, and in the home when applicable. Counseling services are provided by licensed mental health professionals (e.g., psychologists, social workers, marriage and family therapists) and mental health practitioners (MFT Intern, Associate Clinical Social Worker, Registered Psychologist, Psychology Assistant).

Parent Counseling and Training (PCT, \$104.07/hr for Licensed Mental Health Professional; \$53.57/hr for Mental Health Intern) - ERA ED parent counseling and training services assist families in understanding the special needs of their child and providing them with information and strategies they can use to assist their child in reaching their short and long term educational program goals and objectives. These services are delivered individually in home and community settings as well as in our mental health office suite and can also be delivered via group-based formats using a psycho-education model. These services are provided by licensed mental health professionals (e.g., psychologists, social workers, marriage and family therapists) and mental health practitioners (MFT Intern, Associate Clinical Social Worker, Registered Psychologist, Psychology Assistant).

Psychological Services (PS, \$104.07/hr) - ERA ED psychological services include conducting consultation, interviewing, assessment, diagnosis, and psychotherapy to assist students in implementing their short and long-term educational program goals and objective. These services are provided by licensed mental health professionals (e.g., psychologists, social workers, and marriage & family therapists).

Assessments (Psycho-educational, Education-Related Mental Health Services; \$104.07/hr). ERA ED is able to conduct a wide range of psychological assessment services, including ERMHS assessments and individualized psycho-educational assessments. All assessment services are conducted by licensed mental health professionals, including psychologists when necessary.

Mental Health Consultation / Social Work Services (\$104.07/hr for Licensed Mental Health Professional; \$53.57/hr for Mental Health Intern) - ERA ED Mental Health Consultation involves



performing collateral indirect activities to support direct student counseling services. This includes activities such as IEP attendance, goal development, progress reporting, linking the student and IEP team with community resources, and coordination of care among IEP team members.

Behavioral Services				
1	Consultation	CNSLT	\$104.07	/hr
2	Assessments (FBA/FAA)	EVAL	\$104.07	/hr
3	Direct Instruction	BII	\$53.57	/hr
4	Supervision	BID	\$104.07	/hr
Mental Health Services				
5	Counseling & Guidance Services (CG)– Licensed Mental Health Professional	CILMHP	\$104.07	/hr
6	Counseling & Guidance Services (CG) –Mental Health Intern	CIMHI	\$53.57	/hr
7	Parent Counseling & Training (PCT) Licensed Mental Health Professional (CG)	CFLMHP	\$104.07	/hr
8	Parent Counseling & Training (PCT) –Mental Health Intern (CG)	CFMHI	\$53.57	/hr
9	Assessments (Psycho-educational, Education-Related Mental Health Services)	EVAL-MH	\$104.07	/hr
10	Mental Health Consultation - Licensed Mental Health Professional	CNSLT-LMHP	\$104.07	/hr
11	Mental Health Consultation – Mental Health Intern	CNSLT-MHI	\$53.57	/hr
School Based Counseling Services				
12	Individual Counseling	CIMHI or CILMHP	\$61.81	/hr
13	Group Counseling (Guidance Counseling)	CNSL-GRP	\$82.42	/hr
(12 & 13 - These may be billed to VCSELPA-MUSD/SVUSD)				
14	Parent Counseling Training	CFMHI	\$61.81	/hr
15	Mental Health Consultation	CNSLT-MHI/LMHP	\$61.81	/hr
16	Crisis Management	CRISIS INT-MHI	\$61.81	/hr
17	Critical Incident Debriefing & Counseling	CRISIS INT-MHI		
18	Grief/Trauma Response Counseling	CNSLT	\$61.81	/hr
19	Bus Aid (BUS AID)	CNSLT	\$93.66	/hr
20	Bus Aid (BUS AID)	BII	\$55.62	/hr

K. Key and Lock Replacement – Janitorial Services Client Coverage

SECTION I – COVERAGES, SUPPLEMENTARY PAYMENTS – COVERAGES A AND B is amended to include the following:

We will pay for the cost to replace keys and locks at the "clients" premises due to theft or other loss to keys entrusted to you by your "client," up to a \$10,000 limit per occurrence and \$10,000 policy aggregate.

We will not pay for loss or damage resulting from theft or any other dishonest or criminal act that you or any of your partners, members, officers, "employees", "managers", directors, trustees, authorized representatives or any one to whom you entrust the keys of a "client" for any purpose commit, whether acting alone or in collusion with other persons.

The following, when used on this coverage, are defined as follows:

a. "Client" means an individual, company or organization with whom you have a written contract or work order for your services for a described premises and have billed for your services.

b. "Employee" means:

(1) Any natural person:

(a) While in your service or for 30 days after termination of service;

(b) Who you compensate directly by salary, wages or commissions; and

(c) Who you have the right to direct and control while performing services for you; or

(2) Any natural person who is furnished temporarily to you:

(a) To substitute for a permanent "employee" as defined in Paragraph (1) above, who is on leave; or

(b) To meet seasonal or short-term workload conditions;

while that person is subject to your direction and control and performing services for you.

(3) "Employee" does not mean:

(a) Any agent, broker, person leased to you by a labor leasing firm, factor, commission merchant, consignee, independent contractor or representative of the same general character; or

(b) Any "manager," director or trustee except while performing acts coming within the scope of the usual duties of an "employee."

c. "Manager" means a person serving in a directorial capacity for a limited liability company.

L. Additional Insureds

SECTION II – WHO IS AN INSURED is amended as follows:

1. If coverage for newly acquired or formed organizations is not otherwise excluded from this

Coverage Part, Paragraph 3.a. is deleted in its entirety and replaced by the following:

- a. Coverage under this provision is afforded until the end of the policy period.
2. Each of the following is also an insured:
- a. **Medical Directors and Administrators** – Your medical directors and administrators, but only while acting within the scope of and during the course of their duties as such. Such duties do not include the furnishing or failure to furnish professional services of any physician or psychiatrist in the treatment of a patient.
 - b. **Managers and Supervisors** – Your managers and supervisors are also insureds, but only with respect to their duties as your managers and supervisors. Managers and supervisors who are your “employees” are also insureds for “bodily injury” to a co-“employee” while in the course of his or her employment by you or performing duties related to the conduct of your business.

This provision does not change Item 2.a.(1)(a) as it applies to managers of a limited liability company.

- c. **Broadened Named Insured** – Any organization and subsidiary thereof which you control and actively manage on the effective date of this Coverage Part. However, coverage does not apply to any organization or subsidiary not named in the Declarations as Named Insured, if they are also insured under another similar policy, but for its termination or the exhaustion of its limits of insurance.
- d. **Funding Source** – Any person or organization with respect to their liability arising out of:
 - (1) Their financial control of you; or
 - (2) Premises they own, maintain or control while you lease or occupy these premises.

This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

- e. **Home Care Providers** – At the first Named Insured's option, any person or organization under your direct supervision and control while providing for you private home respite or foster home care for the developmentally disabled.
- f. **Managers, Landlords, or Lessors of Premises** – Any person or organization with respect to their liability arising out of the ownership, maintenance or use of that part of the premises leased or rented to you subject to the following additional exclusions:

This insurance does not apply to:

- (1) Any “occurrence” which takes place after you cease to be a tenant in that premises; or
 - (2) Structural alterations, new construction or demolition operations performed by or on behalf of that person or organization.
- g. **Lessor of Leased Equipment – Automatic Status When Required in Lease Agreement With You** – Any person or organization from whom you lease equipment when you and such person or organization have agreed in writing in a contract or agreement that such person or organization is to be added as an additional insured on your policy. Such person or

organization is an insured only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

A person's or organization's status as an additional insured under this endorsement ends when their contract or agreement with you for such leased equipment ends.

With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

- h. Grantors of Permits** – Any state or political subdivision granting you a permit in connection with your premises subject to the following additional provision:
- (1) This insurance applies only with respect to the following hazards for which the state or political subdivision has issued a permit in connection with the premises you own, rent or control and to which this insurance applies:
 - (a) The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners or decorations and similar exposures;
 - (b) The construction, erection, or removal of elevators; or
 - (c) The ownership, maintenance, or use of any elevators covered by this insurance.
- i. Vendors** – Only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:
- (1) The insurance afforded the vendor does not apply to:
 - (a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
 - (b) Any express warranty unauthorized by you;
 - (c) Any physical or chemical change in the product made intentionally by the vendor;
 - (d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
 - (e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
 - (f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

- (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
- (h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
 - (i) The exceptions contained in Sub-paragraphs (d) or (f); or
 - (ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
- (2) This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing.
- j. **Franchisor** – Any person or organization with respect to their liability as the grantor of a franchise to you.
- k. **As Required by Contract** – Any person or organization where required by a written contract executed prior to the occurrence of a loss. Such person or organization is an additional insured for "bodily injury," "property damage" or "personal and advertising injury" but only for liability arising out of the negligence of the named insured. The limits of insurance applicable to these additional insureds are the lesser of the policy limits or those limits specified in a contract or agreement. These limits are included within and not in addition to the limits of insurance shown in the Declarations
- l. **Owners, Lessees or Contractors** – Any person or organization, but only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" caused, in whole or in part, by:
 - (1) Your acts or omissions; or
 - (2) The acts or omissions of those acting on your behalf;in the performance of your ongoing operations for the additional insured when required by a contract.

With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

- (a) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
- (b) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

m. State or Political Subdivisions – Any state or political subdivision as required, subject to the following provisions:

- (1) This insurance applies only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit, and is required by contract.
- (2) This insurance does not apply to:
 - (a) "Bodily injury," "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or
 - (b) "Bodily injury" or "property damage" included within the "products-completed operations hazard."

M. Duties in the Event of Occurrence, Claim or Suit

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, Paragraph 2. is amended as follows:

a. is amended to include:

This condition applies only when the "occurrence" or offense is known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership; or
- (3) An executive officer or insurance manager, if you are a corporation.

b. is amended to include:

This condition will not be considered breached unless the breach occurs after such claim or "suit" is known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership; or
- (3) An executive officer or insurance manager, if you are a corporation.

N. Unintentional Failure To Disclose Hazards

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, 6. Representations is amended to include the following:

It is agreed that, based on our reliance on your representations as to existing hazards, if you should unintentionally fail to disclose all such hazards prior to the beginning of the policy period of this Coverage Part, we shall not deny coverage under this Coverage Part because of such failure.

O. Transfer of Rights of Recovery Against Others To Us

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, 8. Transfer of Rights of

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Ana DeGenna

Date of Meeting: 8/22/18

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

Ratification of Agreement #18-74 – Cronin Assessment (DeGenna/Sugden)

Cronin Assessment will provide Independent Evaluator Services for the Special Education Services Department during the 2018-2019 academic year to complete psychoeducational evaluations.

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

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 #18-74 with Cronin Assessment.

ADDITIONAL MATERIAL(S):

Attached: Agreement #18-74, Cronin Assessment (13 Pages)
Rate Sheet (1 Page)
Certificate of Insurance (1 Page)

OXNARD SCHOOL DISTRICT

Agreement #18-74

AGREEMENT FOR CONSULTANT SERVICES

This Agreement for Consultant Services (“Agreement”) is entered into as of this 22nd day of August, 2018 by and between the Oxnard School District (“District”) and Cronin Assessment (“Consultant”). District and Consultant are sometimes hereinafter individually referred to as “Party” and hereinafter collectively referred to as the “Parties.”

RECITALS

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

OPERATIVE PROVISIONS

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

- Incorporation of Recitals and Exhibits.** The Recitals set forth above and all exhibits attached to this Agreement, as hereafter amended, are incorporated by this reference as if fully set forth herein.
- Term of Agreement.** Subject to earlier termination as provided below, this Agreement shall remain in effect from July 1, 2018 through June 30, 2019 (the “Term”). This Agreement may be extended only by amendment, signed by the Parties, prior to the expiration of the Term.
- Time for Performance.** The scope of services set forth in **Exhibit A** shall be completed during the Term pursuant to the schedule specified **Exhibit A**. Should the scope of services not be completed pursuant to that schedule, the Consultant shall be deemed to be in Default as provided below. The District, in its sole discretion, may choose not to enforce the Default provisions of this Agreement and may instead allow Consultant to continue performing the Services.
- Compensation and Method of Payment.** Subject to any limitations set forth below or elsewhere in this Agreement, District agrees to pay Consultant the amounts specified in **Exhibit B** “Compensation”. The total compensation 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: Cronin Assessment
 PO Box 1723
 Agoura Hills, CA 91376
 Phone: 877.428.8478
 Email: askdrchronin@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:

CRONIN ASSESSMENT:

Signature

Signature

Lisa A. Franz, Director, Purchasing

Typed Name/Title

Typed Name/Title

Date

Date

Tax Identification Number: 95-6002318

Tax Identification Number: _____

- Not Project Related
- Project #18-74

EXHIBIT A
TO AGREEMENT FOR CONSULTANT SERVICES #18-74

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 #18-74

EXHIBIT B
TO AGREEMENT FOR CONSULTANT SERVICES #18-74

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 #18-74

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, Nurses, Therapists	\$1,000,000
Architects	\$1,000,000 or \$2,000,000
Physicians and Medical Corporations	\$5,000,000

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

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

Not Project Related

Project #18-74

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 #18-74

EXHIBIT D
TO AGREEMENT FOR CONSULTANT SERVICES #18-74

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

Date: _____

By: _____
Lisa A. Franz
Director, Purchasing



Peegen Cronin, Ph.D.

License PSY16026

www.CroninAssessment.com

email: CroninAssessment@yahoo.com

INDEPENDENT EXAMINER EVALUATION/EXPERT RATE SHEET

- Fees, including travel, are billed at: \$250/hour

Services include, but are not limited to:

Program observation
Program consultation
Student interview
Student Assessment
Parent/staff interviews
Record reviews
Interview with collateral sources
Written documents such as reports or summaries
Meetings, including IEP participation
Attorney consultation
Hearing preparation

- Depositions & testimony including travel are billed at: \$350/hour plus travel expenses
- Daily rate of \$2500.00 plus travel expenses is billed for the following services that exceed 4 hours (including travel): depositions/testimony, program observations/assessment/evaluation
- \$3000.00 Retainer for legal matters
- Complete Psycho-educational Evaluation to include record review, parent/staff interview amount not to exceed \$5,000.00

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND, OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

Insured Name and Mailing Address*	Program Administrator
Pegeen Cronin PO Box 1723 Agoura Hills, CA 91376	Administered By: CPH and Associates 711 S. Dearborn, Suite 205 Chicago, IL 60605 P. 312-987-9823 F. 312-987-0902 info@cphins.com Underwritten By: Philadelphia Indemnity Insurance Company
*Additional insured locations are often requested by individual business owners who have more than one office. Your coverage is portable, meaning that you are covered at any location for practice under the occupation(s) listed on your policy.	

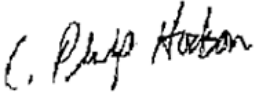
Coverage		
Policy #: E225801	Effective Date: 01/03/2018	Expiration Date: 01/03/2019

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 BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Limits of Liability		Coverage Part
EACH OCCURRENCE <i>(Per individual claim)</i>	AGGREGATE <i>(Total amount per policy year)</i>	
\$1,000,000	\$3,000,000	Professional Liability
N/A	N/A	Commercial General Liability Includes: General Liability, Fire & Water Legal Liability and Personal Liability
N/A	N/A	Property Coverage
\$1,000,000	\$3,000,000	Supplemental Liability
Unlimited	Unlimited	Defense Expense Coverage
\$35,000	\$35,000	State Licensing Board Investigation Defense Coverage
\$15,000	\$15,000	Assault Coverage
\$10,000	\$35,000	Deposition Expense Benefit
\$5,000/person	\$50,000	Medical Expense Coverage
\$15,000	\$15,000	First Aid Coverage

Description/Special Provisions:

Certificate Holder	Cancellation
Lompoc Unified School District 1301 North A. Street Lompoc, CA 93436	Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

Holder has also been added to the policy as an additional insured:** [<input checked="" type="checkbox"/> Yes/No] **If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).	 Authorized Representative C. Philip Hodson
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DISCLAIMER: The Certificate of Insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend, or alter the coverage afforded by the policies listed thereon.

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Ana DeGenna

Date of Meeting: 8/22/18

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

Ratification of Agreement #18-75 – Key2Ed, Inc. (DeGenna/Sugden)

Key2Ed, Inc. will provide Facilitated IEP Professional Development for the Special Education Services Department during the 2018-2019 academic year.

Term of Agreement: August 8, 2018 through June 30, 2019

FISCAL IMPACT:

Not to exceed \$48,000.00 - 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 #18-75 with Key2Ed, Inc.

ADDITIONAL MATERIAL(S):

Attached: Agreement #18-75, Key2Ed, Inc. (6 Pages)

AGREEMENT FOR SERVICES

THIS AGREEMENT FOR SERVICES (this “*Agreement*”) is made and entered into this 22nd day of August , 2018 (the “*Effective Date*”), by and between the Oxnard School District, a California school district, having its principal offices located at 1051 South A Street, Oxnard, CA 93030, (the “*Client*”), and Key2Ed, Inc. (“*Contractor*”), an independent contractor, with a principal place of business at 426 Verandah Lane, Franklin, TN 37064 (each, a “*Party*” and collectively, the “*Parties*”).

INTRODUCTORY STATEMENT

WHEREAS, Contractor has agreed to perform professional staff development for the Client by providing Contractor’s workshop entitled “IEP Meeting Facilitation and Conflict Resolution”, and/or other training modules as Client and Contractor may agree (hereinafter, the “*Services*”).

NOW THEREFORE, in consideration of the mutual promises herein, the Parties, intending to be legally bound, hereby agree as follows:

ARTICLE 1. TERM OF CONTRACT

1.01. This Agreement will commence upon the Effective Date, specified above, and shall continue in effect until the Services provided for in this Agreement have been performed or until terminated as provided in this Agreement.

ARTICLE 2. SERVICES TO BE PERFORMED BY CONTRACTOR

2.01. **Specific Services.** Contractor agrees to perform the Services for Client. The Services will be held for three (3) trainings, consisting each of three (3) consecutive days in duration in which Contractor shall provide on-site training (the “*Workshop*”). As part of value added Services, Contractor shall provide to Client a seminar follow-up for each of the three trainings, and these will be held at a mutually agreed upon time and provided through technology. The date for the Workshop will be scheduled on September 18 through 20, 2018, October 2 through 4, 2018 and October 23 through 25, 2018. Client shall ensure that the number of participants attending is no more than 40 participants in the class, unless otherwise agreed by the Parties. Contractor agrees to perform a Stakeholder training on August 8, 2018. Additional Stakeholder trainings will be provided by the Contractor on dates and at times when the Contractor is in Oxnard conducting the three trainings.

2.02 **Method of Performing Services.** Contractor will determine the method, details, and means of performing the above-described Services.

2.03 **Status of Contractor.** Nothing contained herein or any document executed in connection herewith shall be construed to create an employer-employee, partnership or joint venture relationship between the Client and Contractor. Consultant’s employees or consultants are independent contractors and not employees of Client. Any and all sums subject to deductions, if any, required to be withheld and/or paid under any applicable state, federal or local laws shall be Contractor’s sole responsibility. Contractor agrees it is not entitled to the rights or benefits

afforded to Client's employees, including disability or unemployment insurance, workers' compensation, medical insurance, sick leave, or any other employment benefit.

2.04 **Payment of Income Taxes.** Contractor is responsible for paying, when due, all income taxes, including estimated taxes, incurred as a result of the compensation paid by Client to Contractor for the Services under this Agreement. On request, Contractor will provide Client with proof of timely payment.

2.05 **Use of Employees or Subcontractors.** Contractor may, at Contractor's own expense, use any employees or subcontractors as Contractor deems necessary to perform the Services required of Contractor by the Agreement. Client may not control, direct, or supervise Contractor's employees or subcontractors in the performance of those Services.

ARTICLE 3. COMPENSATION

3.01 **Flat Rate.** In consideration for the Services to be performed by Contractor, Client agrees to pay Contractor \$48,000.

3.02 **Date for Payment of Compensation.** For Services rendered under this Agreement, Client agrees to pay Contractor \$16,000 upon Contractor's completion of each 3-day training. Contractor will submit to Client an invoice at the end of each on-site portion of the Workshop, and Client agrees to pay the amount due to Contractor within thirty (30) days of receipt of the invoice.

ARTICLE 4. OBLIGATIONS OF CONTRACTOR

4.01. **Non-Exclusive Relationship.** This Agreement is not intended to create an exclusive relationship between the Parties. In connection therewith, Contractor shall be free to perform services for other entities, and Client shall be free to engage the similar services of other vendors.

4.02. **Suitable Place for Services.** Contractor will perform the Services under this Agreement at a suitable location provided by the Client. The Client will be responsible for securing the location for the training and communicating the location, dates, and time of the training to its employees and others who will participate in the training. Contractor will supply all materials and equipment required to perform the Services under this Agreement.

4.03. **Contractor's Qualifications.** Contractor represents that its employees or consultants providing the Services to Client will possess the necessary qualifications and skills necessary to perform the Services under this Agreement. All work will be done in a competent fashion in accordance with applicable standards of the profession Contractor shall have complete and sole discretion for the manner in which the Services under this Agreement will be performed.

4.04. **Indemnification.** Contractor agrees to indemnify and save harmless Client, from and against any losses, damages, claims, demands, suits, liabilities, and expenses (including reasonable attorneys' fees) that arise out of or result from injuries or death to persons or damage to property, including theft, arising out of or caused by the performance of the Services performed by Contractor or persons furnished by Contractor, except if caused by the negligence or willful misconduct of Client.

4.05. **Business Policies.** The Client acknowledges that Contractor is not making any policy decisions for the Client. The Client shall be solely responsible for ensuring that its policies and business processes fully comply with Federal, state and local laws, rules, and regulations. The Client shall retain full responsibility for and hold harmless Contractor from the results of any such policy decision.

4.06 **DISCLAIMER.** EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, TO THE MAXIMUM EXTENT PERMISSIBLE BY LAW, CONTRACTOR, ITS PARENT, SUBSIDIARIES, AFFILIATES, OR SUPPLIERS, HEREBY DISCLAIMS ANY AND ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY OF INFORMATIONAL CONTENT. CLIENT AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO LIMIT THE LIABILITY OF THE CONTRACTOR, WHETHER ARISING FROM BREACH OF CONTRACT, NEGLIGENCE, OR OTHER COMMON LAW OR STATUTORY THEORY OF RECOVERY, INCLUDING ATTORNEY'S FEES AND COSTS AND EXPERT WITNESS FEES AND COSTS, SO THAT THE AGGREGATE LIABILITY OF THE CONTRACTOR SHALL NOT EXCEED THE AMOUNT OF PAYMENT SPECIFIED IN SECTION 3.01 ABOVE. IT IS INTENDED THIS LIMITATION APPLY TO ANY AND ALL LIABILITY OR CAUSE OF ACTION HOWEVER ALLEGED OR ARISING, UNLESS OTHERWISE PROHIBITED BY LAW, INCLUDING BUT NOT LIMITED TO NEGLIGENCE, BREACH OF CONTRACT, OR ANY OTHER CLAIM WHETHER IN TORT, CONTRACT OR EQUITY.

ARTICLE 5. OBLIGATIONS OF CLIENT

5.01. **Cooperation of Client.** Client agrees to comply with all reasonable requests of Contractor necessary to the performance of Contractor's duties under this Agreement.

5.02. **Place of Work.** Client agrees to furnish suitable space for use by Contractor while performing the above-described services. Suitable space includes chairs, tables and other appropriate furniture, arranged as prescribed in communication from the Contractor prior to the training date.

ARTICLE 6. TERMINATION OF AGREEMENT

6.01. **Termination.** Either party may terminate this Agreement at any time by giving forty-five (45) days advance written notice to the other party. Unless otherwise terminated as provided in this Agreement, this Agreement will continue in force until the Services provided for in this Agreement have been fully and completely performed.

6.02. **Termination For Cause.** This Agreement will terminate automatically on the occurrence of any of the following events:

- (a) Bankruptcy or insolvency of either party.
- (b) Sale of the business of either party.
- (c) Default by either party of a term or obligation under this Agreement, in which such default has not been cured within thirty (30) days written notice to the defaulting party describing the default.

Upon the termination of this Agreement, the Client shall pay to Consultant all fees due and owing.

ARTICLE 7. CONFIDENTIAL INFORMATION; INTELLECTUAL PROPERTY

7.01 The Client agrees and acknowledges that the Contractor's Services and related training materials contain proprietary and confidential information embodying certain exceptionally valuable trade secrets of Contractor and its licensors that shall be disclosed to the Client in confidence. "**Confidential Information**" means any non-public information, technical data, trade secrets or know-how (including, but not limited to, information relating to data, research, products, copyrighted materials belongs to Consultants suppliers, formula, process, techniques, services, development, inventions, processes, engineering, techniques, pricing, internal procedures, finances, employees and business opportunities) whether having existed, now existing, or to be developed or created in the future, whether tangible or intangible, and whether or how stored, compiled or memorialized physically, electronically, graphically, photographically or in writing.

7.02 The Client shall hold in strictest confidence any Confidential Information of the Contractor disclosed or made available pursuant to this Agreement. The Client shall not use any Confidential Information received from the Contractor except as expressly permitted under this Agreement, and the Client shall not disclose any such Confidential Information to any third party (except the Client's employees and only on a "need to know" basis and subject to their being bound to protect the confidentiality of the Confidential Information) without the Contractor's prior written consent, unless required to do so by court order or other operation of law, and then only subject to prompt notice to the Contractor.

7.03 The Client acknowledges that Confidential Information may contain trade secrets that derive independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from their disclosure or use. The Parties acknowledge that unauthorized use of Confidential Information will diminish the value of such information and will cause substantial and irreparable damage to the Contractor and its licensors, and that the remedies generally available at law may be inadequate. Accordingly, a breach of this Section 7 shall entitle the Contractor to equitable relief to protect its interest herein, including injunctive relief.

7.04 The Client agrees to maintain the Contractor's trade secrets as secrets and safeguard them with the utmost degree of care so long as such trade secrets remain secret, without regard to the expiration or termination of this Agreement or any expiration of any term for the protection of other Confidential Information.

7.05 The Client hereby acknowledges that the Contractor is the exclusive owner of all rights, title, and interest in and to, or authorized licensee of, all Intellectual Property Rights in its training materials. "**Intellectual Property Rights**" means any and all now known or hereafter devised rights under any intellectual property law or regulation in any jurisdiction throughout the world, whether tangible or intangible, including without limitation copyrights, trademark and trade name rights and similar rights, trade secret rights, patents, designs, algorithms and other industrial property rights, whether arising by operation of law, contract, license, or otherwise, and all registrations, initial applications, renewals, extensions, continuations, issuances, divisions or reissues thereof now or hereafter in force (including any rights in any of the foregoing), Confidential Information and trade secrets, and the waiver of any "moral rights" associated with such rights. Except as set forth herein, the Client will not acquire any rights in or to any of the Intellectual Property Rights of the Contractor, nor will it take any action that may adversely affect

or impair the Contractor's, or its licensor's, rights, title, and interest in or to their Intellectual Property Rights.

7.06 The Client agrees that the Contractor has, shall have, and shall retain, title, exclusive ownership rights and all Intellectual Property Rights and other rights and interests in the Confidential Information, in the content thereof and in the ideas and concepts embodied therein, and in any and all copies, modifications, alterations and enhancements to the Confidential Information, including any derivative works resulting therefrom. Nothing herein shall be construed to effect any transfer of ownership.

ARTICLE 8. GENERAL PROVISIONS

8.01 This Agreement, and any amendments thereto, constitutes the complete and entire agreement between Contractor and Client and supersedes and merges all previous communications, oral or written, and all other communications between Contractor and Client relating to the subject matter hereof.

8.02 If any provision of this Agreement is held invalid or unenforceable by a court having jurisdiction over the Parties, the Parties agree that the invalid or unenforceable provision shall be replaced with a valid provision which most closely approximates the intent and economic effect of the original provision.

8.03 Any failure by Contractor to enforce or exercise any provision of the Agreement or related right shall not constitute a waiver of that right or provision.

8.04 The Parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against any of the Parties based upon this Agreement.

8.05 All notices and other communications under this Agreement shall be in writing and shall be deemed given when delivered by certified mail, return receipt requested, postage prepaid or when received if sent by overnight courier. All notices shall be directed to the Parties at the respective addresses set forth above or to such other address as either Party may, from time to time, designate by notice to the other Party.

8.06 Neither Party shall be liable for any non-performance due to any Force Majeure or similar causes, and such failure shall not constitute a breach of this Agreement. "*Force Majeure*" as used herein shall include, without limitation, fires, floods, earthquakes, other acts of God, explosion, strikes and other labor disputes, riots and civil disturbances, war, interruptions of power, and any other similar or dissimilar event or occurrence not within the reasonable control of the Party. The foregoing shall not apply to the Client's payment obligations hereunder.

8.07 Those sections that by their very nature survive the expiration or termination of the Agreement, shall survive the termination or expiration of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date.

Key2Ed, Inc.

Oxnard School District

By: 

By: _____

Printed Name: Douglas Little

Printed Name: Lisa A. Franz

Title: President

Title: Director, Purchasing

Date: June 8, 2018

Date: _____

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Ana DeGenna

Date of Meeting: 8/22/18

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

Ratification of Agreement #18-83 – Haynes Education Center & S.T.A.R. Academy (DeGenna/Sugden)

Haynes Education Center & S.T.A.R. Academy will provide the following support services to the Special Education Services Department during the 2018-2019 school year:

- Academic Tutoring or Transition Services
- In-Home & Hospital Services
- Educational Counseling & Guidance – Individual
- Language & Speech Therapy - Individual
- Occupational Therapy – Individual
- Behavior Intervention – School or Home Based
- Orientation and Mobility Instruction, Visual Impairment or Deaf/Hard of Hearing
- Academic Achievement Test or Transition Assessment
- Staff Placement – Special Education Teachers

FISCAL IMPACT:

Total cost not to exceed \$140,000.00 - 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 #18-83 with Haynes Education Center & S.T.A.R. Academy.

ADDITIONAL MATERIAL(S):

Attached: Agreement #18-83, Haynes Education Center & S.T.A.R. Academy (13 Pages)
Proposal/Rate Sheet (5 Pages)

OXNARD SCHOOL DISTRICT

Agreement #18-83

AGREEMENT FOR CONSULTANT SERVICES

This Agreement for Consultant Services (“Agreement”) is entered into as of this 22nd day of August, 2018 by and between the Oxnard School District (“District”) and Haynes Education Center & S.T.A.R Academy (“Consultant”). District and Consultant are sometimes hereinafter individually referred to as “Party” and hereinafter collectively referred to as the “Parties.”

RECITALS

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

OPERATIVE PROVISIONS

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

- Incorporation of Recitals and Exhibits.** The Recitals set forth above and all exhibits attached to this Agreement, as hereafter amended, are incorporated by this reference as if fully set forth herein.
- Term of Agreement.** Subject to earlier termination as provided below, this Agreement shall remain in effect from July 1, 2018 through June 30, 2019 (the “Term”). This Agreement may be extended only by amendment, signed by the Parties, prior to the expiration of the Term.
- Time for Performance.** The scope of services set forth in **Exhibit A** shall be completed during the Term pursuant to the schedule specified **Exhibit A**. Should the scope of services not be completed pursuant to that schedule, the Consultant shall be deemed to be in Default as provided below. The District, in its sole discretion, may choose not to enforce the Default provisions of this Agreement and may instead allow Consultant to continue performing the Services.
- Compensation and Method of Payment.** Subject to any limitations set forth below or elsewhere in this Agreement, District agrees to pay Consultant the amounts specified in **Exhibit B** “Compensation”. The total compensation shall not exceed One Hundred Forty Thousand Dollars (\$140,000.00), per the hourly rate sheet attached, 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: Haynes Education Center & S.T.A.R. Academy
2120 Foothill Blvd., Suite 205
La Verne, CA 91750
Attention: Jonas Maceda
Phone: 909.833.7187
Fax: 909.992.3018

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:

**HAYNES EDUCATION CENTER &
S.T.A.R. ACADEMY:**

Signature

Signature

Lisa A. Franz, Director, Purchasing

Typed Name/Title

Typed Name/Title

Date

Date

Tax Identification Number: 95-6002318

Tax Identification Number: _____

- Not Project Related
- Project #18-83

EXHIBIT A
TO AGREEMENT FOR CONSULTANT SERVICES #18-83

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 #18-83

EXHIBIT B
TO AGREEMENT FOR CONSULTANT SERVICES #18-83

COMPENSATION

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

Total compensation shall not exceed One Hundred Forty Thousand Dollars (\$140,000.00), per the hourly rate sheet attached, 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 \$140,000.00, per the hourly rate sheet attached, as provided in Section 4 of this Agreement.

EXHIBIT C
TO AGREEMENT FOR CONSULTANT SERVICES #17-92

INSURANCE

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

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

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

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

(3) Insurance coverage should include:

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

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

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

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

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

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

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

Not Project Related

Project #18-83

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

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

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

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

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

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

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

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

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

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

- Not Project Related
- Project #18-83

EXHIBIT D
TO AGREEMENT FOR CONSULTANT SERVICES #18-83

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, **HAYNES EDUCATION CENTER & S.T.A.R. ACADEMY**, who will provide Services under the Agreement, is is not subject to disclosure obligations.

Date: _____

By: _____
Lisa A. Franz
Director, Purchasing



4880 Market St.
Ventura, California 93003
ph: (805) 644-7827
fax (805) 650-1385
Corporate Headquarters
www.starofca.com www.eraEDcom

PROGRAM DESCRIPTION OVERVIEW AND FEE SCHEDULE 2018-2019

STAR of CA (DBA: ERA ED) provides a range of behavioral health services to support students with developmental disabilities and/or emotional behavioral disorders in addition to their families. Special Education students with a variety of problems can participate in our school-based services. These students may have or be at risk for an autism spectrum disorder (e.g., Autism, pervasive developmental disorder NOS, Asperger's) or emotional behavioral disorder (e.g., disruptive behavior disorder, anxiety or mood disorder) that may be interfering with their school performance and ability to participate in the least restrictive environment (LRE). Services provided include (1) behavior intervention development and modification (BID), (2) Behavior Intervention Implementation of Behavior Modification Plans (BII), (3) counseling and guidance services (CG), (4) parent counseling and training (PCT), and (5) other psychological services aside from assessment and IEP development (PS). ERA ED's school based services are derived from evidence-based practices such as Applied Behavior Analysis (ABA), Positive Behavioral Support (PBS), Dialectical Behavioral Therapy (DBT), Parent Child Interaction Therapy (PCIT), and Cognitive Behavior Therapy (CBT).

ERA ED Service Delivery Options for Ventura County SELPA School Districts

Consultation Support - ERA ED delivers consultation support to schools, classrooms, and student teams. This consultation support includes focused training to school personnel, classroom team members, and instructional assistants in specific areas of need, classroom coaching, program development, and intermittent team meetings to facilitate program development, implementation, and progress monitoring. In this approach ERA ED serves as an integral member of the team providing ongoing communication between team members (e.g., classroom staff, the school site administration, and the Director of Pupil Services). Intermittent progress reports are developed to summarize progress in staff and classroom development, identify ongoing areas of need, and generate recommendations for responding to those needs.

IEP Driven Services - ERA ED can deliver behavioral health services to specific students in order to build their requisite skills and resolve emotional and behavioral challenges necessary for the student to participate in the least restrictive environment, access their curriculum, and demonstrate progress toward IEP goals. As a supplement to



consultation support, the utilization of ERA ED for IEP driven services provides districts with an immediate response to addressing the needs of individual students. As part of a capacity building strategy for school districts, ERA ED's delivery of such services creates an exemplar of effective behavioral health services. As the students emotional and behavioral challenges are resolved and relevant skills begin to emerge, an emphasis is placed on transferring responsibility for such behavioral health services back to district personnel so the student learns to benefit from the natural supports that exist within their classroom and district team members. The IEP process is essential for reviewing the progress of such ERA ED delivered behavioral health services and determining how these services are transferred back to school districts.

ERA ED Description of Services & Fee Schedule

Behavioral Services

Consultation (\$104.07/hr) - includes a variety of staff and program development related activities designed to build capacity in school district personnel, teams, classrooms, and schools. The focus of ERA ED consultation support is to address areas of need that district staff may have in utilizing Applied Behavior Analytic methodologies and other best practices to serve students with autism and emotional behavioral disorders. Consultation services can be IEP driven or be initiated as part of a District's broader staff training and development efforts. Consultation support is often preceded by a formal or informal needs assessment

Instructional Assistant / Para-Educator Training - IEP driven consultation support designed to train district staff on implementation of a specific student's behavioral support plan, teaching to IEP goals, and carrying out data collection practices.

Classroom Program Development - Consultation support designed to enhance the ability of classrooms to respond to the educational needs of students with autism spectrum disorders. Emphasis is placed on optimizing the use of ecological arrangements, activity schedules, visual supports, communication systems, appropriate teaching strategies, and developing monitoring systems for reviewing student progress and staff success with program implementation. The consultation support is delivered through intermittent team meetings, small group trainings, and coaching within the classroom milieu.

Workshops - A variety of workshops can be developed for more general teacher training needs. Workshop content and format are determined through conducting brief needs assessments that would include discussion with district personnel and opportunities to



observe within the settings in which the training content is to be applied Follow up coaching delivered in the target settings is an essential component to the workshop model.

Assessments (FBA/FAA, \$104.07/hr) - A comprehensive Functional Behavioral Assessment (FBA, FAA) is conducted in compliance with requirements set forth from IDEA and the Hughes Bill. The assessment takes place across multiple locations and visits. The assessment is 15 hours and includes development of (a) goals associated with student needs to inform programming, (b) a positive behavior support plan that addresses proactive, teaching and reactive strategies to address specific challenging behaviors and teach replacement behaviors, and (c) recommendations for service delivery to assist the treatment team in planning.

Direct Instruction (BII, \$53.57/hr) -includes the implementation of Applied Behavior Analytic interventions (IBI) to students as part of their IEP in order to resolve challenging behavior, teach replacement behaviors, and develop academic readiness skills. Direct instruction can be delivered across all settings (e.g., school, home, community) deemed relevant to support implementation of the student's IEP.

Supervision (BID, \$104.07/hr) - includes a range of supervisory activities designed to support implementation of the student's behavioral program as specified in their IEP. As part of supervision each ERA ED direct interventionist is trained, evaluated, and monitored by the supervisor as part of our ongoing quality assurance process. The supervisor visits the child's school, or other settings in which intervention is delivered (e.g., home, community), weekly to assess the program, support the direct interventionist, and address classroom team and family questions or concerns. To ensure proper program implementation, fidelity of implementation data and reliability data are taken on each ERA ED direct interventionist. Supervision also includes the direct interventionist and supervisor meeting as needed to discuss the student's progress, review behavioral data, and make necessary program changes (e.g., modify goals, revise data collection systems, adapt teaching strategies). Report writing (i.e., monthly or quarterly based on IEP team decision), as well as participation in monthly team meetings and IEPs are part of the ERA ED supervision model.



Mental Health Services

Counseling and Guidance Services (CG, \$104.07/hr for Licensed Mental Health Professional; \$53.57/hr for Mental Health Intern) - ERA ED counseling and guidance services include counseling in which the student is assisted in planning and implementing their short and long term educational program; personal counseling in which the student is helped to develop their social, emotional, and behavioral functioning in order to promote self-determination and personal responsibility. Counseling and guidance services can be delivered in either individual or group based modalities to best meet the needs of students, and are delivered in our mental health office suite, at the school site, and in the home when applicable. Counseling services are provided by licensed mental health professionals (e.g., psychologists, social workers, marriage and family therapists) and mental health practitioners (MFT Intern, Associate Clinical Social Worker, Registered Psychologist, Psychology Assistant).

Parent Counseling and Training (PCT, \$104.07/hr for Licensed Mental Health Professional; \$53.57/hr for Mental Health Intern) - ERA ED parent counseling and training services assist families in understanding the special needs of their child and providing them with information and strategies they can use to assist their child in reaching their short and long term educational program goals and objectives. These services are delivered individually in home and community settings as well as in our mental health office suite and can also be delivered via group-based formats using a psycho-education model. These services are provided by licensed mental health professionals (e.g., psychologists, social workers, marriage and family therapists) and mental health practitioners (MFT Intern, Associate Clinical Social Worker, Registered Psychologist, Psychology Assistant).

Psychological Services (PS, \$104.07/hr) - ERA ED psychological services include conducting consultation, interviewing, assessment, diagnosis, and psychotherapy to assist students in implementing their short and long-term educational program goals and objective. These services are provided by licensed mental health professionals (e.g., psychologists, social workers, and marriage & family therapists).

Assessments (Psycho-educational, Education-Related Mental Health Services; \$104.07/hr). ERA ED is able to conduct a wide range of psychological assessment services, including ERMHS assessments and individualized psycho-educational assessments. All assessment services are conducted by licensed mental health professionals, including psychologists when necessary.

Mental Health Consultation / Social Work Services (\$104.07/hr for Licensed Mental Health Professional; \$53.57/hr for Mental Health Intern) - ERA ED Mental Health Consultation involves



performing collateral indirect activities to support direct student counseling services. This includes activities such as IEP attendance, goal development, progress reporting, linking the student and IEP team with community resources, and coordination of care among IEP team members.

Behavioral Services				
1	Consultation	CNSLT	\$104.07	/hr
2	Assessments (FBA/FAA)	EVAL	\$104.07	/hr
3	Direct Instruction	BII	\$53.57	/hr
4	Supervision	BID	\$104.07	/hr
Mental Health Services				
5	Counseling & Guidance Services (CG)– Licensed Mental Health Professional	CILMHP	\$104.07	/hr
6	Counseling & Guidance Services (CG) –Mental Health Intern	CIMHI	\$53.57	/hr
7	Parent Counseling & Training (PCT) Licensed Mental Health Professional (CG)	CFLMHP	\$104.07	/hr
8	Parent Counseling & Training (PCT) –Mental Health Intern (CG)	CFMHI	\$53.57	/hr
9	Assessments (Psycho-educational, Education-Related Mental Health Services)	EVAL-MH	\$104.07	/hr
10	Mental Health Consultation - Licensed Mental Health Professional	CNSLT-LMHP	\$104.07	/hr
11	Mental Health Consultation – Mental Health Intern	CNSLT-MHI	\$53.57	/hr
School Based Counseling Services				
12	Individual Counseling	CIMHI or CILMHP	\$61.81	/hr
13	Group Counseling (Guidance Counseling)	CNSL-GRP	\$82.42	/hr
(12 & 13 - These may be billed to VCSELPA-MUSD/SVUSD)				
14	Parent Counseling Training	CFMHI	\$61.81	/hr
15	Mental Health Consultation	CNSLT-MHI/LMHP	\$61.81	/hr
16	Crisis Management	CRISIS INT-MHI	\$61.81	/hr
17	Critical Incident Debriefing & Counseling	CRISIS INT-MHI		
18	Grief/Trauma Response Counseling	CNSLT	\$61.81	/hr
19	Bus Aid (BUS AID)	CNSLT	\$93.66	/hr
20	Bus Aid (BUS AID)	BII	\$55.62	/hr



QUOTE PREPARED FOR:

Oxnard Elem School Dist
 1051 SOUTH A ST
 OXNARD, CA 93030
 ACCOUNT NUMBER: 233945

SUBSCRIPTION/DIGITAL CONTACT:

CONTACT:

SALES REP INFORMATION:

Cynthia Bolden
 cynthia.bolden@mheducation.com

Section Summary	Value of All Materials	Free Materials	Product Subtotal
Professional Development 1 day - 1 Consultant	\$2,500.00	\$0.00	\$2,500.00
Professional Development 2 days	\$5,000.00	\$0.00	\$5,000.00
PRODUCT TOTAL*	\$7,500.00	\$0.00	\$7,500.00
ESTIMATED S&H**			\$0.00
ESTIMATED TAX**			\$0.00
GRAND TOTAL*			\$7,500.00

* Price firm for 45 days from quote date. Price quote must be attached to school purchase order to receive the quoted price and free materials.

**Shipping and handling charges shown are only estimates. Actual shipping and handling charges will be applied at time of order. Taxes shown are only estimates. If applicable, actual tax charges will be applied at time of order.

Comments:

PLEASE INCLUDE THIS PROPOSAL WITH YOUR PURCHASE ORDER

SEND ORDER TO:

McGraw-Hill Education | PO Box 182605 | Columbus, OH 43218-2605
 Email: orders_mhe@mheducation.com | Phone: 1-800-780-0246 | Fax: 1-866-513-8081

QUOTE DATE: 08/10/2018

ACCOUNT NAME: Oxnard Elem School Dist

EXPIRATION DATE: 09/24/2018

QUOTE NUMBER: SBENN-08102018-002

ACCOUNT #: 233945

PAGE #: 1



 Because learning changes everything.™

Product Description	ISBN	Qty	Unit Price	Free Materials	Line Subtotal
Professional Development 1 day - 1 Consultant					
Training Days: July 31st & August 1st, 2018					
STAFF DEVELOPMENT	SD0000001	1	\$2,500.00	\$0.00	\$2,500.00
Professional Development 1 day - 1 Consultant Subtotal:				\$0.00	\$2,500.00
Professional Development 2 days					
Training Days October 11th and October 12th 2018					
STAFF DEVELOPMENT	SD0000001	2	\$2,500.00	\$0.00	\$5,000.00
Professional Development 2 days Subtotal:				\$0.00	\$5,000.00

PLEASE INCLUDE THIS PROPOSAL WITH YOUR PURCHASE ORDER

SEND ORDER TO:

McGraw-Hill Education | PO Box 182605 | Columbus, OH 43218-2605
Email: orders_mhe@mheducation.com | Phone: 1-800-780-0246 | Fax: 1-866-513-8081

QUOTE DATE: 08/10/2018

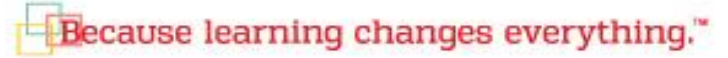
ACCOUNT NAME: Oxnard Elem School Dist

EXPIRATION DATE: 09/24/2018

QUOTE NUMBER: SBENN-08102018-002

ACCOUNT #: 233945

PAGE #: 2



QUOTE PREPARED FOR:

Oxnard Elem School Dist
1051 SOUTH A ST
OXNARD, CA 93030
ACCOUNT NUMBER: 233945

CONTACT:

VALUE OF ALL MATERIALS	\$7,500.00
FREE MATERIALS	\$0.00
PRODUCT TOTAL*	\$7,500.00
ESTIMATED SHIPPING & HANDLING**	\$0.00
ESTIMATED TAX**	\$0.00
GRAND TOTAL	\$7,500.00

SUBSCRIPTION/DIGITAL CONTACT:

Comments:

* Price firm for 45 days from quote date. Price quote must be attached to school purchase order to receive the quoted price and free materials.

**Shipping and handling charges shown are only estimates. Actual shipping and handling charges will be applied at time of order. Taxes shown are only estimates. If applicable, actual tax charges will be applied at time of order.

Terms of Service:

By placing an order for digital products (the 'Subscribed Materials'), the entity that this price quote has been prepared for ('Subscriber') agrees to be bound by the Terms of Service. Subject to Subscriber's payment of the fees set out above, McGraw-Hill School Education, LLC hereby grants to Subscriber a non-exclusive, non-transferable license to allow only the number of Authorized Users that corresponds to the quantity of Subscribed Materials set forth above to access and use the Subscribed Materials under the terms described in the [Terms of Service](#). The subscription term for the Subscribed Materials shall be as set forth in the Product Description above. If no subscription term is specified, the initial term shall be one (1) year from the date of this price quote (the 'Initial Subscription Term'), and thereafter the Subscriber shall renew for additional one (1) year terms (each a 'Subscription Renewal Term'), provided MHE has chosen to renew the subscription and has sent an invoice for such Subscription Renewal Term to Subscriber.

ATTENTION: In our effort to protect our customer's data, we will no longer store credit card data in any manner within in our system. Therefore, as of April 30, 2016 we will no longer accept credit card orders via email, fax, or mail/package delivery. Credit card orders may be placed over the phone by calling the number listed above or via our websites by visiting www.mheducation.com (or www.mhecoast2coast.com).

School Purchase Order Number: _____

Lisa A. Franz, Director, Purchasing

Name of School Official (Please Print)

Signature of School Official

PLEASE INCLUDE THIS PROPOSAL WITH YOUR PURCHASE ORDER

SEND ORDER TO: McGraw-Hill Education | PO Box 182605 | Columbus, OH 43218-2605
Email: orders_mhe@mheducation.com | Phone: 1-800-780-0246 | Fax: 1-866-513-8081

QUOTE DATE: 08/10/2018 ACCOUNT NAME: Oxnard Elem School Dist EXPIRATION DATE: 09/24/2018
QUOTE NUMBER: SBENN-08102018-002 ACCOUNT #: 233945 PAGE #: 3



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
05/17/2018

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

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

PRODUCER Aon Risk Services Northeast, Inc. New York NY Office 199 Water Street New York NY 10038-3551 USA	CONTACT NAME: PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): 800-363-0105		
	E-MAIL ADDRESS:		
INSURED McGraw-Hill Education, Inc. 2 Penn Plaza New York NY 10121 USA	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Zurich American Ins Co		16535
	INSURER B: American Zurich Ins Co		40142
	INSURER C:		
	INSURER D:		
	INSURER E:		
INSURER F:			

Holder Identifier :

COVERAGES **CERTIFICATE NUMBER: 570071202363** **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 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 checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			GLO509592805	04/01/2018	04/01/2019	EACH OCCURRENCE	\$1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000
							MED EXP (Any one person)	\$10,000
							PERSONAL & ADV INJURY	\$1,000,000
							GENERAL AGGREGATE	\$2,000,000
							PRODUCTS - COMP/OP AGG	\$2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			BAP 5095930 05	04/01/2018	04/01/2019	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
							BODILY INJURY (Per person)	
							BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION						EACH OCCURRENCE	
							AGGREGATE	
B	<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			WC509592605 All other States WC509592705 MA and WI	04/01/2018	04/01/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
A					04/01/2018	04/01/2019	E.L. EACH ACCIDENT	\$1,000,000
							E.L. DISEASE-EA EMPLOYEE	\$1,000,000
							E.L. DISEASE-POLICY LIMIT	\$1,000,000

Certificate No : 570071202363

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: Teacher Training - July 31, 2018. Oxnard School District is included as Additional Insured in accordance with the policy provisions of the General Liability policy.

CERTIFICATE HOLDER**CANCELLATION**

Oxnard School District Attn: Katrina Madden M.A.Ed. Special Education Mgr. 1051 S A Street Oxnard CA 93030 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
--	---



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – DESIGNATED
PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

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

AS REQUIRED BY CONTRACT

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

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

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

However:

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

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

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

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

whichever is less.

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

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Ana DeGenna

Date of Meeting: 8/22/18

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

Ratification of Amendment #1 to Agreement #17-127 – VCOE – Hearing Conservation & Audiology Services (DeGenna/Ridge)

At the Board meeting of September 6, 2017, the Board of Trustees approved Agreement #17-127 with the Ventura County Office of Education (VCOE) for Hearing Conservation & Audiology Services for Oxnard School District students, in the amount not to exceed \$74,900.00 per school year, until the agreement is terminated, or a new agreement is put in place.

Amendment #1 is required to cover an increase of \$650.00 per year for a revised yearly total agreement amount of \$75,550.00. The amendment is required due to an increase in the cost of the Central Auditory Processing (CAP) Assessment that has increased from \$850.00 to \$1,500.00 as of July 1, 2018.

FISCAL IMPACT:

Not to exceed \$75,550.00 – General Fund

RECOMMENDATION:

It is the recommendation of the Director, Pupil Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Amendment #1 to Agreement #17-127 with VCOE – Hearing Conservation & Audiology Services.

ADDITIONAL MATERIAL(S):

Attached: Amendment #1 (1 Page)
Agreement #17-127, VCOE-Hearing Conservation & Audiology Services (8 Pages)

Hearing Conservation and Audiology Services

5100 Adolfo Road, Camarillo, CA 93012

805-437-1380 · FAX: 805-389-4297

Email: hearing@vcoe.org

www.vcoe.org/hearing



VENTURA COUNTY OFFICE OF EDUCATION

Stanley C. Mantooth, County Superintendent of Schools

ADDENDUM TO CONTRACT

Contractor: Oxnard School District

Contract Number: Hearing18-026

Contract Period: This contract will continue to remain in effect until terminated or a new or altered contract is requested by either the District or Provider (VCOE).

Effective Date of Addendum: July 1, 2018

ADDENDUM TO REFLECT UPDATED CONTRACT SERVICES TO THE FOLLOWING:

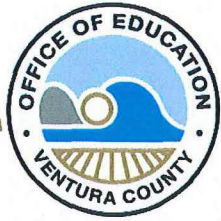
- (1) Contract amount for *Central Auditory Processing (CAP) Assessment* will be increased from \$850 to \$1,500.
- (2) Description: Assessment at VCOE for central auditory processing includes testing, report, IEP participation, and consultation with school team, parents, and others involved.
- (3) There will no longer be an additional charge of \$130 an hour for related CAP assessment IEP participation or post-assessment consultation.

All other original terms and conditions of the contract remain the same.

Requested by: Jaslie Comstock Dated: 8-31-18
Program Manager

Approved by: Lisa Cline Dated: 6-4-18
Executive Director, Internal Business Services

Contractor: _____ Dated: _____
Signature Lisa A. Franz, Director, Purchasing



Hearing Conservation & Audiology Services

5100 Adolfo Road, Camarillo, CA 93012
805-437-1380 • FAX: 805-389-4297

VENTURA COUNTY OFFICE OF EDUCATION

Stanley C. Mantooth, County Superintendent of Schools

Services Agreement

This Services Agreement (the "Agreement") is made and entered into this first day of July, 2017

by and between Oxnard School District (hereinafter referred to as "District") and Ventura County Office of Education, (hereinafter referred to as "Provider").

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

CONDITIONS. Provider will have no obligation to provide services until District returns a signed copy of this Agreement.

NATURE OF RELATIONSHIP. The parties agree the relationship created by this Agreement is that of independent contractor. In performing all of the Services, Provider shall be, and at all times is, acting and performing as an independent contractor with District, and not as a partner, coventurer, agent, or employee of District, and nothing contained herein shall be construed to be inconsistent with this relationship or status, and is not granted any right or authority to assume or to create any obligation or responsibility, express or implied, on behalf of or in the name of District or to bind the District in any manner. Except for any materials, procedures, or subject matter agreed upon between Provider and District, Provider shall have complete control over the manner and method of performing the Services.

Provider understands and agrees to independent contractor status. Provider understands and agrees that the filing and acceptance of this Agreement creates a rebuttable presumption and that the Provider, officers, agents, employees, or subcontractors of Provider are not entitled to coverage under the California Workers' Compensation Insurance laws, Unemployment Insurance, Health Insurance, Pension Plans, or any other benefits normally offered or conveyed to District employees. Provider will be responsible for payment of all Provider employee wages, payroll taxes, employee benefits, and any amounts due for federal and state income taxes and Social Security taxes. These taxes will not be withheld from payments under this agreement.

NON-EXCLUSIVITY.

- a. During the term of this agreement Provider may, independent of Provider's relationship with the District, without breaching this Agreement or any duty owed to the District, act in any capacity, and may render services for any other entity.
- b. During the term of this Agreement the District may, independent of its relationship with the Provider, without breaching this Agreement or any duty owed to the Provider contract with other individuals and entities to render the same or similar services to the District.

SERVICES. Provider shall provide District with the services, which are described on the "Statement of Work" (the "Work" or "Service") attached hereto and incorporated herein by this reference. The Statement of Work shall contain a timetable for completion of the Work or if the Work is an ongoing service, the Statement of Work shall set forth the mutually agreed schedule for providing such services. Provider shall use its best efforts to complete

all phases of the Work according to such timetable. In the event that there is any delay in completion of the Work arising as a result of a problem within the control of District, Provider and District shall cooperate with each other to work around such delay. In addition to the specifications and/or requirements contained in the Statement of Work and any warranty given by Provider hereunder, the Statement of Work may set forth those performance criteria agreed between District and Provider whereby the District can evaluate whether Provider has satisfactorily completed the Work ("Performance Criteria").

Provider, at Provider's sole cost and expense, shall furnish all tools, equipment, apparatus, transportation, labor, and material necessary to meet its obligations under this Agreement. No substitutions of materials or service from those specified in this section shall be made without the prior written consent of the District.

TIME OF PERFORMANCE. The term of this agreement shall commence on July 1, 2017 and may be terminated by either the District or the Provider for cause upon written notice to the other party. If not terminated, this contract will remain in effect until a new or altered contract is requested by either the District or the Provider.

PAYMENT AND EXPENSES. All payments due to Provider are set forth in the "Schedule of Fees" attached hereto and incorporated herein by this reference. All payments due Provider are set forth in "Schedule of Fees" and shall be paid by the Superintendent within 30 days of receipt of a proper invoice from Provider, which invoice shall set forth in reasonable detail the Services performed. The Superintendent reserves the right, in its sole and absolute discretion, to reject any invoice that is not submitted in compliance with the Superintendent's standards and procedures. In the event that any portion of an invoice submitted by a Provider to the Superintendent is disputed, the Superintendent shall only be required to pay the undisputed portion of such invoice at that time, and the parties shall meet to try to resolve any disputed portion of any invoice. The rates set forth in "Schedule of Fees" are not set by law, but are negotiable between District and Provider.

ASSIGNMENT AND SUBCONTRACTORS. Provider shall not assign, sublet, or transfer this Agreement or any rights under or interest in this Agreement without the prior written consent of the District, which may be withheld by the District in its sole and absolute discretion for any reason. Nothing contained herein shall prevent Provider from employing independent associates, subcontractors, and sub consultants as Provider may deem appropriate to assist in the performance of services herein, subject to the prior written approval of the District. Any attempted assignment, sublease, or transfer in violation of this Agreement shall be null and void, and of no force and affect. Any attempted assignment, sublet, or transfer in violation of this Agreement shall be grounds for the District, in its sole discretion, to terminate the Agreement

TERMINATION OR AMENDMENT. This Agreement may be terminated or amended in writing at any time by mutual written consent of all of the parties to this Agreement, and may be terminated by either party for any reason by giving the other party 30 days advance written notice. In the event of cancellation prior to completion of the specified services, all finished or unfinished projects, documents, data, studies, and reports prepared by the Provider under this agreement shall, at the option of the District, become District property. The Provider shall be entitled to receive just and equitable compensation for any satisfactory work completed on such items prior to termination of the Agreement.

The parties to this Agreement shall be excused from performance thereunder during the time and to the extent they are prevented from obtaining, delivering, or performing due to act(s) of God. Satisfactory evidence thereof to the other party is required, provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the party not performing.

NOTICE. Any notices required or permitted to be given under this Agreement shall be deemed fulfilled by written notice, demand or request personally served on (with proof of service endorsed thereon, or mailed to, or hereinafter provided) the party entitled thereto or on its successors and assigns. If mailed, such notice, demand, or request shall be mailed certified or registered mail, return receipt requested, and deposited in the United States mail addressed to such party at its address set forth below or to such address as either party hereto shall direct by

like written notice and shall be deemed to have been made on the third (3rd) day following posting; or if sent by a nationally recognized overnight express carrier, prepaid, such notice shall be deemed to have been made on the next business day following deposit with such carrier. For the purposes herein, notices shall be sent to the District and the Provider as follows:

District:

School District: Oxnard
Attn: Chris Ridge
Address: 1051 South A Street
Oxnard, CA 93030

Provider:

Ventura County Office of Education
Attn: [REDACTED], Director of Internal Business
5189 Verdugo Way Lisa Cline
Camarillo, CA 93012

WARRANTY. Provider hereby warrants to District that the Work shall be performed in a professional and workmanlike manner consistent with the highest industry standards. For a period of one (1) year following completion of the Work, Provider shall correct or make arrangements to correct any breach of the warranty for the Work within ten (10) business days of notice from District of same.

COMPLIANCE WITH LAWS. Provider hereby agrees that Provider, officers, agents, employees, and subcontractors of Provider shall obey all local, state, and federal laws and regulations in the performance of this Agreement, including, but not limited to minimum wages laws and/or prohibitions against discrimination.

NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY. Provider represents and agrees that it does not and shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin.

INDEMNIFICATION. Contractor agrees to defend, indemnify, and hold harmless District, its governing Board, officers, agents, employees, and/or volunteers from any and all claims, demands, losses, damages and expenses, including legal fees and costs, however caused, resulting directly or indirectly from or connected with Provider's negligence or wrongful acts or omissions.

District agrees to defend, indemnify, and hold harmless Provider, its officers, agents, employees, and/or volunteers from any and all claims, demands, losses, damages and expenses including legal fees and costs, however caused, resulting directly or indirectly from or connected with District's negligence or wrongful acts.

INSURANCE. District and Provider each participate in the Ventura County School Self-Funding Authority (VCSSFA), and therefore collectively self-insure for workers' compensation, general liability, and property coverage under the VCSSFA self-insurance programs.

SAFETY AND SECURITY. Provider shall be responsible for ascertaining from the District all of the rules and regulations pertaining to safety, security, and driving on school grounds, particularly when children are present.

Certain entities that contract with a school district are required to comply with Education Code section 45125.1 regarding fingerprinting requirements unless the district determines that the Provider will have limited contact with students.

Provider and any and all subcontractors are required to comply with Education Code section 45125.1, Fingerprint certification requirements. Provider will provide proof, upon request, that fingerprint certification requirements have been fulfilled prior to commencing any services for the District under this Agreement.

GOVERNING LAW AND VENUES. This Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in a state court situated in the County of Ventura, State of California.

ARBITRATION. Any dispute arising under this Agreement, including, without limitation, all disputes relating in any manner to the performance or enforcement of this Agreement shall be resolved by binding arbitration in Ventura County pursuant to the rules of the American Arbitration Association (AAA), as amended or as augmented in this Agreement (the "Rules"). The parties acknowledge that one of the purposes of utilizing arbitration is to avoid lengthy and expensive discovery and allow for prompt resolution of the dispute.

Arbitration shall be initiated as provided by the Rules, although the written notice to the other party initiating arbitration shall also include a description of the claim(s) asserted and the facts upon which the claim(s) are based. Arbitration shall be final and binding upon the parties and shall be the exclusive remedy for all claims subject hereto, including any award of attorneys' fees and costs. Either party may bring an action in court to compel arbitration under this Agreement and to enforce an arbitration award.

All disputes shall be decided by a single arbitrator. The arbitrator shall be selected by mutual agreement of the parties within 30 days of the effective date of the notice initiating the arbitration. If the parties cannot agree on an arbitrator, then the complaining party shall notify the AAA and request selection of an arbitrator in accordance with the Rules. The arbitrator shall have only such authority to award equitable relief, damages, costs, and fees as a court would have for the particular claim(s) asserted. In no event shall the arbitrator award punitive damages of any kind.

The arbitrator shall have the power to limit or deny a request for documents or a deposition if the arbitrator determines that the request exceeds those matters, which are directly relevant to the claims in controversy. The document demand and response shall conform to Code of Civil Procedure section 2031. The deposition notice shall conform to Code of Civil Procedure section 2025. The parties may make a motion for protective order or motion to compel before the arbitrator with regard to the discovery, as provided in Code of Civil Procedure sections 2025 and 2031.

ATTORNEYS FEES. In the event of any action or proceeding to interpret or enforce the terms of this Agreement, the prevailing party, as determined by the court or arbitrator, shall be entitled to recover its reasonable attorney's fees and costs incurred in connection with such actions or proceeding.

DOCUMENT RETENTION. After Provider's services to District conclude, Provider shall, upon the District's request, deliver all documents for all matter in which Provider has provided services to the District. If the District does not request District's document(s) for a particular service, Provider will retain document(s) as required by law.

NATURE OF AGREEMENT. This Agreement constitutes a binding expression of the understanding of the parties with respect to the services to be provided hereunder and is the sole contract between the parties with respect to the subject matter thereof. There are no collateral understandings or representations or agreements other than those contained herein. This Agreement represents the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes any and all other agreements and communications however characterized, written or oral, between or on behalf of the parties hereto with respect to the subject matter hereof. This Agreement may only be modified by a written instrument signed by authorized representatives of each of the parties hereto.

BINDING EFFECT. This Agreement shall inure to the benefit and shall be binding upon all of the parties to this Agreement, and their respective successors in interest or assigns.

WAIVER. No claim or right arising out of a breach of this Agreement can be discharged in whole or in part by a waiver or renunciation of the claim or right unless such waiver is in writing.



SEVERABILITY. It is intended that each paragraph of this Agreement shall be treated as separate and divisible, and in the event that any paragraphs are deemed unenforceable, the remainder shall continue to be in full force and effect so long as the primary purpose of this Agreement is unaffected.

PARAGRAPH HEADINGS. The headings of paragraphs hereof are inserted only for the purpose of convenient reference. Such headings shall not be deemed to govern, limit, modify or in any other manner affect the scope, meaning or intent of the provisions of this Agreement or any part or portion thereof, nor shall they otherwise be given any legal effect whatsoever.

AUTHORITY. Provider represents and warrants that Provider has all requisite power and authority to conduct its business and to execute, deliver, and perform this Agreement. Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and to bind each respective party.

COUNTERPART EXECUTION; ELECTRONIC DELIVERY. This Agreement may be executed in any number of counterparts which, when taken together, shall constitute one and the same instrument. Executed counterparts of this Agreement may be delivered by PDF email or electronic facsimile transmission, and shall have the same legal effect as an "ink-signed" original.

IN WITNESS WHEREOF, the parties have executed this agreement as of the date first written above.

District:  Signature	Provider: Ventura County Office of Education  Signature
Name: Lisa A. Franz Title: Director, Purchasing Date: 9-14-17	Tom Etchart Director, Internal Business Services Date: May 26, 2017

2017 – 2018 STATEMENT OF WORK

VCOE Hearing Conservation and Audiology Services offers hearing screening, audiological assessment, and educational audiology services for students in Ventura County. These services may be used for:

- Mandated and non-mandated student populations
- General education students, including students with a 504 Plan
- Students in special education with an IEP eligibility other than *hard of hearing*, deaf, *VI* or *OI*.

Note: Audiology services for students in special education with low incidence eligibilities are provided through SELPA funding and are *not* included in this contract.

Services and costs are itemized below. A more detailed description of each service follows.

Districts will be billed only for rendered services that pre-authorized by a designated district personnel.

Schedule of Fees

Schedule of Hearing Conservation Services	Fees
<i>Staff are credentialed/certified, licensed and qualified to provide these services.</i>	
Hearing Screening (by audiometrist for students in general education classrooms)	\$500/half day \$1000/day
Functional Hearing Screening– Special Education (by audiologist for students with moderate/severe disabilities in special day classes)	\$600/half day \$1200/day
Educational Audiology Services (services to students who are <i>not</i> identified with special education eligibility in the area of deafness, hard of hearing, or other low incidence disability)	\$130/hour
Audiological/Hearing Evaluation at VCOE (comprehensive testing to determine the presence and characteristics of hearing loss)	\$130
Hearing Aid/Cochlear Implant Evaluation at VCOE (evaluation of a student’s hearing function while using their personal hearing device)	\$200
(Central) Auditory Processing (CAPD) Assessment at VCOE (covers CAPD services through the assessment and report dissemination)	\$850
(Central) Auditory Processing (CAPD) Post-Assessment Services (hourly rate for all consultation, communications, IEP attendance, and other related services beyond the assessment and report)	\$130/hour billed to the ¼ hour

DESCRIPTION OF HEARING SERVICES

HEARING SCREENING. Students in general education classrooms, and in special education classrooms for mild disabilities, are screened by an audiometrist at the school site to identify students with a high probability of hearing loss and to monitor students with previous screening failure.

Mandated student populations include (per Ed Code Section 49452 and CCR Title 17 Section 2951):

- All students attending general education grades kindergarten, 2nd, 5th, 8th and 10th (in the absence of a 10th grade waiver). Students in transitional kindergarten are included at the request of the school district.
- Special education students upon initial entry to special education and every third year thereafter
- Students at first entry into the California public school system, or new to the school district if prior screening records are not readily available
- Students referred due to concerns from school staff or parents
- Students in any grade who did not pass the previous hearing screening or are known to have a hearing problem that needs periodic monitoring
- All students attending general education grades kindergarten, 2nd, 5th, 8th and 10th (in the absence of a 10th grade waiver).

Special education students in special day classes for students with mild involvement (likely capable of responding with conventional procedures) in need of screening will be identified by school personnel. Additional special education students with mild involvement that fall outside the mandate can be included at the discretion of school personnel.

There will be a second visit 2-6 weeks post initial screening to re-test failures and catch previously absent students

Call 805-437-1380 or email hearing@vcoe.org to schedule Hearing Screening. Signature on Service Agreement authorizes the service.

FUNCTIONAL HEARING SCREENING. Special education students with *moderate/severe disabilities* require advanced expertise and equipment provided by an audiologist. Screening is mandated for students as part of the initial entry into special education and every three years thereafter (usually corresponding with the triennial assessment). Additional special education students that fall outside the mandate can be included at the discretion of the designated district personnel.

- Students in need of functional screening by the audiologist are identified by school personnel.
- Functional screening occurs outside of the general education mass screening and does not include a re-test session.

Call 805-437-1380 or email hearing@vcoe.org to schedule Hearing Screening. Signature on Service Agreement authorizes the service.

AUDIOLOGICAL / HEARING EVALUATION SERVICES. Audiological evaluations are conducted at VCOE to determine the presence and characteristics of hearing loss, provide educationally-relevant information to school personnel, and to link parents to community-based services. Students are referred by designated district personnel due to hearing screening failure, concern about hearing, history of known hearing loss in need of monitoring, absenteeism at screening session, or inability to comply during school-based screening. Audiological evaluations are completed at the request of school personnel, subsequent to pre-authorization by designated district personnel.

The form Referral/Authorization for Hearing Services 2017-2018 or a signed Assessment Plan must be submitted to request this service. <http://www.vcoe.org/Hearing-Conservation/Hearing-Evaluations>

HEARING AID/COCHLEAR IMPLANT EVALUATIONS. Hearing aid evaluations are conducted at VCOE at the referral of designated district personnel, with prior district authorization, to provide educationally-relevant information regarding the deaf/hard of hearing student's auditory function with and without the use of their personal hearing devices (hearing aids or cochlear implants).

The form Referral/Authorization for Hearing Services 2017-2018 or a signed Assessment Plan must be submitted to request this service. <http://www.vcoe.org/Hearing-Conservation/Hearing-Evaluations>

EDUCATIONAL AUDIOLOGY SERVICES. For students with an IEP who do not have a low incidence disability (primary and/or secondary) as well as students in general education (with or without a 504).

Services are requested by designated district personnel and include consultation, assessment of functional listening skills in the classroom to determine the need and benefit from Hearing Assistive Technology (HAT), teacher orientation to a student's hearing loss and hearing devices, determination of accommodations, and procurement, delivery and monitoring of HAT equipment. HAT for these students must be pre-authorized by designated district personnel; costs per manufacturer invoice are charged to district.

The form Referral/Authorization for Hearing Services 2017-2018 or a signed Assessment Plan must be submitted to request this service. <http://www.vcoe.org/Hearing-Conservation/Hearing-Evaluations>

(CENTRAL) AUDITORY PROCESSING DISORDER (CAPD) ASSESSMENT. CAPD assessments are conducted at VCOE to determine a student's ability to process auditory information in relation to speech, language, learning and/or academic deficits. Authorization of designated district personnel is required. Assessment includes gathering of student records, consultation with the school team in advance of testing, comprehensive assessment, and report generation. Any additional services desired of the audiologist post-testing, such as IEP attendance and consultation with family or school/district personnel, are billed separately, as needed (see below).

The form Referral/Authorization for Hearing Services 2017-2018 or a signed Assessment Plan must be submitted to request this service. <http://www.vcoe.org/Hearing-Conservation/Hearing-Evaluations>

(CENTRAL) AUDITORY PROCESSING (CAPD) POST-ASSESSMENT SERVICES. The school team may desire the audiologist to participate in the IEP meeting, consult with family or school/district personnel to explain results and recommendations, or otherwise provide CAPD expertise. These services must be pre-authorized by designated district personnel and are billed at the hourly rate, separate from the assessment fee.

The form Referral/Authorization for Hearing Services 2017-2018 must be submitted to request this service. Administrator signature is authorization for billing. <http://www.vcoe.org/Hearing-Conservation/Hearing-Evaluations>

WORK SCHEDULE. Screening and audiological services will be conducted during normal school/business hours with service dates determined via mutual agreement of VCOE Hearing Conservation, school district, and the applicable school/family.

PAYMENT SCHEDULE. Districts will be billed quarterly.

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Ana DeGenna

Date of Meeting: 8/22/18

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

Ratification of Agreement/MOU #18-76 – New Dawn Counseling & Consulting Inc. (DeGenna/Ridge)

New Dawn Counseling & Consulting Inc. will provide licensed Marriage, Family Therapist Interns, (MFT), registered with the California State Board of Behavioral Science Examiners, to work in conjunction with school administrators and Outreach Specialists to provide mental health services, as requested by the parent/guardian, to students in the Oxnard School District. Both individual and group supervision by a licensed Clinical Supervisor to the MFT Intern will be provided. New Dawn Counseling & Consulting Inc. and their MFT Interns will respect and work in conjunction with Oxnard School District policies and procedures. The Clinical Supervisor and/or Counseling Center Manager will maintain ongoing communication with relevant school personnel as needed.

FISCAL IMPACT:

No charge to the Oxnard School District.

RECOMMENDATION:

It is recommended by the Director, Pupil Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Agreement/MOU #18-76 with New Dawn Counseling & Consulting Inc.

ADDITIONAL MATERIAL(S):

Attached: Agreement #18-76, New Dawn Counseling & Consulting Inc. (3 Pages)
Certificate of Insurance (1 Page)

2018-2019 Memorandum of Understanding #18-76

This Memorandum of Understanding (MOU) is entered into by and between
New Dawn, Counseling and Consulting Inc.
and
Oxnard School District

Purpose: The purpose of this MOU is to provide licensed Marriage, Family Therapists and/or Marriage, Family Therapist Interns (MFT) or Masters in Work Interns (MSW), registered with the California State Board of Behavioral Science Examiners to work in conjunction with school administrators and Outreach Specialists to provide mental health services as requested by the parent/guardian of the clients attending that particular school. New Dawn, will provide individual and group supervision by a licensed Clinical Supervisor to the MFT/MSW Intern. The MFT/MSW Intern will respect and work in conjunction with the school staff and District policies and procedures. The Clinical Supervisor and/or Counseling Programs Manager will maintain ongoing communication with relevant school personnel as needed.

Term: The term of this MOU shall commence July 1, 2018 and shall terminate June 30, 2019.

Compensation: The Oxnard School District will not be charged for the services provided by New Dawn.

Description of Services:

A. Oxnard School District agrees to the following:

1. A contact person such as the Principal, Assistant Principals or Outreach Specialist (under the supervision of site administrator) to whom the MFT or MFT/MSW Intern will be responsible.
2. Adequate, confidential office space within the school for the MFT/MSW Intern to provide the above services during school hours of operation.

B. New Dawn agrees to provide the following:

1. Licensed Marriage, Family Therapists and/or Marriage, Family Therapist Interns (MFT), or Masters in Social Work Interns (MSW) registered with the California State Board of Behavioral Science Examiners to work in conjunction with Ventura County Behavioral health and OSD school administrators and designated staff to provide specialty mental health services as requested by the parent/guardian of clients attending that particular school.
2. Provide individual and group supervision by a licensed Clinical Supervisor to the MFT/MSW Intern as required by California regulations.

3. The MFT and/or MFT/MSW Intern will respect and work in conjunction with the School District policies and procedures;
4. The Clinical Supervisor and/or Counseling Programs Manager will maintain ongoing communication with relevant school personnel as needed.

INSURANCE AND HEALTH

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

CONFIDENTIALITY

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

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

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

Authorized Approval:

NEW DAWN, CC INC.:

OXNARD SCHOOL DISTRICT:

Signature

Signature

Cynthia Torres, CEO New Dawn CC, Inc.
Typed Name/Title

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

Date

Date



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/23/2018

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

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

PRODUCER AUTOMATIC DATA PROCESSING INS AGCY 76250873 1 ADP BLVD M/S 625 ROSELAND NJ07068	CONTACT NAME: PHONE (877) 287-1316 (A/C, No, Ext): E-MAIL ADDRESS:	FAX (888) 443-6112 (A/C, No):
	INSURER(S) AFFORDING COVERAGE	
INSURED NEW DAWN COUNSELING AND CONSULTING, INC. 2200 OUTLET CENTER DR STE 430 OXNARD CA 93036-0611	INSURER A: Property & Casualty Ins Co. of Hartford NAIC# 34690	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	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 (Per occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Per 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
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under	Y/N	N/A	76 WEG ZQ0588	07/01/2018	07/01/2019	<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)

Those usual to the Insured's Operations.

CERTIFICATE HOLDER OXNARD SCHOOL DISTRICT 1051 S A ST 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 <i>Susan S. Castaneda</i>
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000004 4/6

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Ana DeGenna

Date of Meeting: 8/22/18

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

Ratification of Agreement/MOU #18-77 – Channel Islands Lions Club (DeGenna/Ridge)

The purpose of the Agreement/MOU is to establish and maintain a provision of service relationship between the Oxnard School District and Channel Islands Lions Club. Channel Islands Lions Club agrees to provide free eye exams and/or glasses to the students in the Oxnard School District who meet the requirement of not having vision insurance during the 2018-2019 school year.

FISCAL IMPACT:

None

RECOMMENDATION:

It is the recommendation of the Director, Pupil Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Agreement/MOU #18-77 with the Channel Islands Lions Club.

ADDITIONAL MATERIAL(S):

Attached: Agreement/MOU #18-77, Channel Islands Lions Club (1 Page)
Lions Vision Coverage Criteria (1 Page)

AGREEMENT/MEMORANDUM OF UNDERSTANDING #18-77

Channel Islands Lions Club

This Memorandum of Understanding (MOU) is entered into by and between Channel Islands Lions Club and the Oxnard School District.

Purpose: The purpose of the MOU is to establish and maintain a provision of service relationship between the two parties. Channel Islands Lions Club agrees to provide free eye exams and or glasses to the students in the Oxnard School District who meet the requirement of not having vision insurance.

Term: The term of this MOU shall commence July 1, 2018 and shall terminate June 30, 2019.

Compensation: The Oxnard School District **will not be charged for the services provided by Channel Island Lions Club.**

Description of Services:

A. Oxnard School District agrees to the following:

1. Verify the student has no vision insurance.
2. Provide a coordinator at each school site.
3. Provide vision referrals by phone.
4. Assist family in coordinating the eye exam appointment.

B. Channel Islands Lions Club agrees to the following:

1. Work with school representative on eye exams and glasses referrals.
2. Authorize student(s) to receive free eye exams and glasses.
3. Refer to Doctor who accepts Channel Islands Lions Club referrals.
4. Agrees to abide with HIPPA compliance.

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

Authorized Approval:

CHANNEL ISLANDS LIONS CLUB:

OXNARD SCHOOL DISTRICT:

Signature

Signature

Howard W. Rowe, Sight Chairman
Typed Name/Title

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

Date

Date



We Serve Because We Care

Channel Islands Lions Club

Oxnard, California 93030

LIONS VISION COVERAGE CRITERIA:

1. Child or other client must reside in the Oxnard/Port Hueneme area.\
2. She or he must be needy and have no MediCal or Medicaid coverage for eye exams and /or glasses.
3. Child or adult client representative must do a careful evaluation of child or adult client then receive authorization from the Lions Sight Chairman, H. Wayne Rowe 486-9534 for eye exam and/or glasses.
4. After authorization is made voucher(s) for eye exam and/or glasses with the child or adult client name will be faxed by the Sight Chairman to Dr. Christian Wilson, 4051 East Main Street. Ventura.
5. Child or adult client representative is responsible for arranging transportation to, and making the appointment with Dr. Wilson 4051 East Main Street, Phone 650-8406 (across from K-Mart).
6. If the child or adult client has had a prescription for glasses within the last year an appointment with Eyeglass Factory 642-2222 for "glasses only" must be made by the representative. The Eyeglass Factory is next door to Dr. Wilson and a voucher will be sent to them by the Sight Chairman prior to the appointment being made
7. Service will usually only be provided for needy children, adult needy and homeless, and general relief individuals with a legitimate need for glasses (for school, work or for obtaining work). Other needs will be addressed by the Sight Chairman and are subject to Lions fund availability. These funds are limited by monies raised by Lions in community projects.

H. Wayne Rowe
H. Wayne Rowe
Sight Chairman

OXNARD SCHOOL DISTRICT

Agreement #18-78

AGREEMENT FOR CONSULTANT SERVICES

This Agreement for Consultant Services (“Agreement”) is entered into as of this 22nd day of August, 2018 by and between the Oxnard School District (“District”) and Terra Firma Enterprises (“Consultant”). District and Consultant are sometimes hereinafter individually referred to as “Party” and hereinafter collectively referred to as the “Parties.”

RECITALS

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

OPERATIVE PROVISIONS

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

- Incorporation of Recitals and Exhibits.** The Recitals set forth above and all exhibits attached to this Agreement, as hereafter amended, are incorporated by this reference as if fully set forth herein.
- Term of Agreement.** Subject to earlier termination as provided below, this Agreement shall remain in effect from **August 23, 2018** through **June 30, 2019** (the “Term”). This Agreement may be extended only by amendment, signed by the Parties, prior to the expiration of the Term.
- Time for Performance.** The scope of services set forth in Exhibit A shall be completed during the Term pursuant to the schedule specified Exhibit A. Should the scope of services not be completed pursuant to that schedule, the Consultant shall be deemed to be in Default as provided below. The District, in its sole discretion, may choose not to enforce the Default provisions of this Agreement and may instead allow Consultant to continue performing the Services.
- Compensation and Method of Payment.** Subject to any limitations set forth below or elsewhere in this Agreement, District agrees to pay Consultant the amounts specified in Exhibit B “Compensation”. The total compensation, including reimbursement for actual expenses, shall not exceed Nineteen Thousand Five Hundred Dollars (\$19,500.00), unless additional compensation is approved in writing by the District.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

_____ (Initials)

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

_____ (Initials)

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

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

_____ (Initials)

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

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

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

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

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

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

21. **Indemnification.**

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

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

_____ (Initials)

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

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

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

To District: Oxnard School District
1051 South A Street
Oxnard, California, 93030
Attention: Norma Magana
Phone: 805.385.1501 x2443
Fax: 805.240.5963

To Consultant: Terra Firma Enterprises
181 Westminster Avenue
Ventura, CA 93003
Attention: Wendy H. Milligan
Phone: 805.642.5232
Fax: 805.642.2883

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

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

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

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

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

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

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

OXNARD SCHOOL DISTRICT:

TERRA FIRMA ENTERPRISES:

Signature

Signature

Lisa A. Franz, Director, Purchasing

Typed Name/Title

Typed Name/Title

Date

Date

Tax Identification Number: 95-6002318

Tax Identification Number: _____

- Not Project Related
- Project #18-78

EXHIBIT A
TO AGREEMENT FOR CONSULTANT SERVICES #18-78

SERVICES

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

***SEE ATTACHED PROPOSAL**

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

***SEE ATTACHED PROPOSAL**

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

STATUS REPORT FOR ACTIVITY:	DUE DATE
A. N/A	
B. N/A	
C. N/A	
D. N/A	

V. Consultant will utilize the following personnel to accomplish the Services:

- None.
- See attached list.

VI. Consultant will utilize the following subcontractors to accomplish the Services (check one):

- None.
- See attached list.

VII. AMENDMENT

The Scope of Services, including services, work product, and personnel, are subject to change by mutual Agreement. In the absence of mutual Agreement regarding the need to change any aspects of performance, Consultant shall comply with the Scope of Services as indicated above

- Not Project Related
 Project #18-78

EXHIBIT B
TO AGREEMENT FOR CONSULTANT SERVICES #18-78

COMPENSATION

I. Consultant shall use the following rates of pay in the performance of the Services:

***SEE ATTACHED PROPOSAL**

II. Consultant may utilize subcontractors as indicated in this Agreement. The hourly rate for any subcontractor is not to exceed \$0.00 per hour without written authorization from the District Superintendent or his designee.

III. The District will compensate Consultant for the Services performed upon submission of a valid invoice. Each invoice is to include:

- A. Line items for all personnel describing the work performed, the number of hours worked, and the Hourly or flat rate.
- B. Line items for all supplies properly charged to the Services.
- C. Line items for all travel properly charged to the Services.
- D. Line items for all equipment properly charged to the Services.
- E. Line items for all materials properly charged to the Services.
- F. Line items for all subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.

IV. The total compensation for the Services shall not exceed \$19,500.00, as provided in Section 4 of this Agreement.

EXHIBIT C
TO AGREEMENT FOR CONSULTANT SERVICES #18-78

INSURANCE

I. Insurance Requirements. Consultant shall provide and maintain insurance, acceptable to the District Superintendent or District Counsel, in full force and effect throughout the term of this Agreement, against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by Consultant, its agents, representatives or employees. Insurance is to be placed with insurers authorized to conduct business in the State of California and with a current A.M. Best's rating of no less than A, as rated by the Current edition of Best's Key Rating Guide, published by A.M. Best Company, Oldwick, New Jersey 08858. Consultant shall provide the following scope and limits of insurance:

A. Minimum Scope of Insurance. Coverage shall be at least as broad as:

(1) Commercial General Liability coverage of not less than two million dollars (\$2,000,000) Aggregate and one million dollars (\$1,000,000) per occurrence.

(2) Auto liability insurance with limits of not less than ~~one million dollars (\$1,000,000)~~ one hundred thousand (\$100,000)/three hundred thousand dollars (\$300,000).

(3) Insurance coverage should include:

1. owned, non-owned and hired vehicles;
2. blanket contractual;
3. broad form property damage;
4. products/completed operations; and
5. personal injury.

(4) Workers' Compensation insurance as required by the laws of the State of California.

~~(5) Abuse and Molestation coverage of not less than two million dollars (\$2,000,000) per occurrence and five million dollars (\$5,000,000) Aggregate.~~

(6) Professional liability (Errors and Omissions) insurance, including contractual liability, as appropriate to the Consultant's profession, in an amount of not less than the following:

Accountants, Attorneys, Education Consultants, Nurses, Therapists	\$1,000,000
Architects	\$1,000,000 or \$2,000,000
Physicians and Medical Corporations	\$5,000,000

Failure to maintain professional liability insurance is a material breach of this Agreement and grounds for immediate termination

II. Other Provisions. Insurance policies required by this Agreement shall contain the following provisions:

Not Project Related

Project #18-78

A. All Policies. Each insurance policy required by this Agreement shall be endorsed and state the coverage shall not be suspended, voided, cancelled by the insurer or either party to this Agreement, reduced in coverage or in limits except after 30 days' prior written notice by Certified mail, return receipt requested, has been given to District

B. General Liability, Automobile Liability, and Abuse/Molestation Coverages.

(1) District, and its respective elected and appointed officers, officials, employees and volunteers are to be covered as additional insureds (collectively, "additional insureds") as respects the following: liability arising out of activities Consultant performs; products and completed operations of Consultant; premises owned, occupied or used by Consultant ; automobiles owned, leased, hired or borrowed by Consultant, ~~and Abuse/Molestation~~. The coverage shall contain no special limitations on the scope of protection afforded to additional insureds.

(2) Each policy shall state that the coverage provided is primary and any insurance carried by any additional insured is in excess to and non-contributory with Consultant's insurance.

(3) Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

(4) Any failure to comply with the reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to any additional insured.

III. Other Requirements. Consultant agrees to deposit with District, at or before the effective date of this contract, certificates of insurance necessary to satisfy District that the insurance provisions of this contract have been complied with. The District may require that Consultant furnish District with copies of original endorsements effecting coverage required by this Section. The certificates and endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. District reserves the right to inspect complete, certified copies of all required insurance policies, at any time.

A. If any Services are performed by subcontractor, Consultant shall furnish certificates and endorsements from each subcontractor identical to those Consultant provides.

B. Any deductibles or self-insured retentions must be declared to and approved by District. At the option of District, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects District or its respective elected or appointed officers, officials, employees and volunteers or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration, defense expenses and claims.

C. The procuring of any required policy or policies of insurance shall not be construed to limit Consultant's liability hereunder nor to fulfill the indemnification provisions and requirements of this Agreement.

Not Project Related

Project #18-78

EXHIBIT D
TO AGREEMENT FOR CONSULTANT SERVICES #18-78

CONFLICT OF INTEREST CHECK

Bylaws of the Board 9270(BB)E requires that the Superintendent or a designee make a determination, on a case by case basis, concerning whether disclosure will be required from a consultant to comply with the District's Conflict of Interest Code (commencing with Bylaws of the Board 9270 BB).

Consultant's are required to file disclosures when, pursuant to a contract with the District, the Consultant will make certain specified government decisions or will perform the same or substantially the same duties for the District as a staff person would.

The services to be performed by Consultant under the Agreement to which this Exhibit D is attached constitute do not constitute governmental decisions or staff services within the meaning of the Conflict of Interest Code. Therefore, the Consultant, **TERRA FIRMA ENTERPRISES**, who will provide Services under the Agreement, is is not subject to disclosure obligations.

Date: _____

By: _____

Lisa A. Franz
Director, Purchasing



SCOPE OF WORK – Extra SERT Courses

- **SCHOOL EMERGENCY RESPONSE TEAM TRAINING** - TFE will provide 20 school site School Emergency Response Team Trainings, a streamlined version (8 hours) of the Community Emergency Response Team (CERT) training. Typically, the Federal Emergency Management Agency’s (FEMA) CERT training taught to communities and cities is 20 hours in length. TFE will provide 8 hours of training that focuses on the needs of school sites. This School Emergency Response Team (SERT) training will consist of the following modules:
 - **5 Disaster Medical Part 1** - Head-to-toe assessments, basic first aid, treating airway obstruction, bleeding and shock
 - **5 Disaster Medical Part 2** - (This will be combined with Disaster Medical Part 1 as a 4 hour class). Includes triage, and basic treatment of burns, wounds, fractures, sprains, hypothermia, heat-related injuries, nasal bleeding and bites and stings.
 - **5 Search and Rescue** - (Search and Sweep) – Size-up, search techniques, rescue techniques and rescue safety
 - **5 Student Reunification** - Student Reunification procedures and techniques

PARTICIPATION OF OXNARD SCHOOL DISTRICT (OSD)

The OSD will provide a Project Manager to act as a principle point of contact for information and product reviews.

PROJECT COST DETAILS

SERT TRAINING	
Instruction Time – TFE will provide SERT instruction for 40 hours – Two instructors will deliver the class materials and facilitate practical exercises for no more than 40 people .	80
Materials development and Instructor preparation – TFE will compile all course materials and will forward all instructional material to the District to make the appropriate number of copies. TFE will provide the other class materials needed for the activities, i.e. cribbing material, disaster medical supplies, etc. (Time includes instructor prep time of 1 hr/module).	40
*TOTAL HOURS FOR MATERIALS DEVELOPMENT AND INSTRUCTION OF SERT TRAINING	120
*TOTAL COST FOR SERT TRAINING (120 x \$130)	\$15,600.
* If the District chooses to offer additional modules to accommodate class sizes, each extra module costs \$780.	

TIMELINE

TFE and the District's Project Manager will establish the schedule of performance to meet the District's goals and objectives for the school year.

The general schedule will need to be flexible to meet the District's scheduling parameters. Any schedule changes will need to be approved by the District Project Manager.

PAYMENT SCHEDULE

TFE will invoice the District at the beginning of each month for any hours that were worked in the previous month.

GENERAL STATEMENT OF FINANCIAL CONDITION

TFE stands on a solid financial foundation. It has no liens, or judgments pending, nor has any outstanding liabilities. TFE has sufficient resources to perform tasks as outlined.

Although TFE stands by the quality of its products, the OSD must understand that disaster preparedness is not an exact science, and the products TFE offers do not guarantee the safety of any individual, structure, or organization in a disaster. TFE assumes no liability for deaths, injuries, or property damage resulting from a disaster.

TFE holds Commercial General Liability (\$2,000,000) and Errors and Omission (\$1,000,000.) insurance policies with Lloyd's of London Insurance Company.

CONSULTANT QUALIFICATIONS

Wendy Haddock Milligan of TFE brings with her over 30 years of experience in the field of emergency management. Eight of those years she spent with the Ventura County Sheriff's Department Office of Emergency Services (OES). As the Assistant Director of Ventura County Sheriff's OES, she acquired an extensive base of knowledge about the County, the cities in the County and the numerous special districts. She has met federal and state requirements with all county response plans, created a nationally recognized community disaster training program, designed and implemented numerous training exercises for private and public sectors, coordinated the response to six presidential disasters, and has recovered millions of dollars for the County in the Federal and State reimbursement process.

Not only does Wendy Haddock Milligan have years of experience in the field of emergency management, she also holds a Master's Degree in Public Administration, a certification from the International Association of Emergency Management as a Certified Emergency Manager, a Master Exercise Practitioner certification from the Federal Emergency Management Agency and a certificate as a Hazardous Materials Emergency Manager from the University of California at Davis.

Wendy has written over 60 comprehensive Emergency Operations Plan ranging from small jurisdictions to large counties and has designed and implemented over 60 exercises varying from specific drills to full-scale weapons of mass destruction exercises and has trained thousands of professionals learning more about emergency management, SEMS and NIMS.

For a complete listing of plans, trainings and exercises, refer to TFE website: www.TerraFirmaEnterprises.com.

***This quote is valid for 90-days from the date of this proposal.**

PRODUCER
 AUTO INS SPECIALISTS-CA
 PO BOX 6507
 ARTESIA, CA 90702-6507

042870 04



**AUTOMOBILE POLICY DECLARATIONS
 IMPORTANT COVERAGE EXCLUSION**

TELEPHONE:(800) 493-7879

APPLICABLE TO ALL COVERAGES, INCLUDING BUT NOT LIMITED TO, LIABILITY AND UNINSURED MOTORISTS, PROVIDED NOW OR LATER.
 It is agreed that the insurance afforded by this policy shall not apply nor accrue to the benefit of any insured or any third party claimant when any motor vehicle is being used or operated by a person listed below regardless of where the person resides or whether the person is licensed to drive

POLICY NUMBER 0401 04 006154461
POLICY PERIOD FROM 07/04/2018 12:01AM TO 01/04/2019 12:01AM
PERSONS INSURED
 NAMED INSURED
 RONALD MILLIGAN
 DRIVERS
 RONALD MILLIGAN
 WENDY MILLIGAN
 PARKER MILLIGAN

MAILING ADDRESS 181 WESTMINSTER AVENUE
 VENTURA, CA 93003

CAR	YEAR	VEHICLE DESCRIPTION	SERIAL NUMBER	COST OR VALUE	NEW/USED	PURCH DATE	H.P./CID
1	2005	ACURA MDX AWD UTL 4X4 4D	2HNYD18905H555267		N	09/2005	
2	2009	ACURA TSX SED 4DR	JH4CU26679C024007		N	08/2009	
3	2015	KIA FORTE LX SED 4DR	KNAFK4A67F5421320		U	12/2017	

CAR	LP	AI	LA	GA	RO	LOSS PAYEE(S) (LP); ADDITIONAL INTERESTS (AI); LOSS PAYEE(S) AND ADDITIONAL INTERESTS (LA); GARAGING ADDRESSES (GA) AND REGISTERED OWNERS (RO) OTHER THAN THOSE LISTED ABOVE.
3	LP					CARMAX
3	RO					PARKER MILLIGAN

PO BOX 440609

KENNESAW

GA 30160

Coverage applies only if premium charge is listed below. Coverage/Limits are subject to all policy terms.

COVERAGES	LIMITS OF LIABILITY			PREMIUMS			NON-FACTORY EQUIPMENT ITEMS INSURED AND AMOUNTS OF INSURANCE FOR EACH ITEM ARE STATED HEREIN. ITEMS INSURED ARE SUBJECT TO THE DEDUCTIBLE.
				CAR1	CAR2	CAR3	
BODILY INJURY LIABILITY	\$100,000	EACH PERSON \$ 300,000	EACH ACCIDENT	132	113	435	
PROPERTY DAMAGE LIABILITY	\$100,000	EACH ACCIDENT		128	112	391	
UNINSURED MOTORISTS BODILY INJURY LIABILITY	\$100,000	EACH PERSON \$ 300,000	EACH ACCIDENT	34	45	92	
UNINSURED MOTORISTS PROPERTY DAMAGE LIABILITY	\$	MAXIMUM					
COLLISION DEDUCTIBLE WAIVER				1	1	3	
MEDICAL EXPENSE	\$						
LEASE LOAN GAP COVERAGE	CAR	CAR	CAR				
REPAIR OR REPLACEMENT COST COVERAGE	CAR	CAR	CAR				
COMPREHENSIVE	DEDUCTIBLE CAR1 \$100	CAR2 \$100	CAR3 \$100	37	32	136	
COLLISION	DEDUCTIBLE CAR1 \$250	CAR2 \$250	CAR3 \$250	138	221	848	
ROADSIDE ASSISTANCE PER OCCURRENCE	CAR1 \$75	CAR2 \$75	CAR3 \$75	2	2	4	
RENTAL CAR BENEFIT	\$ PER DAY	DAYS					
ENDORSEMENTS ATTACHED TO THE POLICY				PREMIUMS PER CAR			
U-10 06/2016				472	526	1909	
				POLICY FEE			
							TOTAL PREMIUM 2,909.64

IMPORTANT INFORMATION

EFFECTIVE 07/04/2018

The enclosed Auto Insurance Renewal Bill and the U251 IMPORTANT NOTICE are part of this policy. These specify the amount of your premium, your payment options, any applicable fees, and the due date. Your automobile insurance expires and coverage ceases at 12:01AM on 07/04/2019. Coverage under this policy will become effective provided you pay the premium and any applicable fees as indicated on the Auto Insurance Renewal Bill. If you have any questions, please contact your agent or broker at the phone number provided above.

MAILED TO:

RONALD MILLIGAN
 181 WESTMINSTER AVENUE
 VENTURA, CA 93003

POLICY NUMBER: 0401 04 006154461


MAILING DATE: 06/05/2018



OXNARD SCHOOL DISTRICT WORKER'S COMPENSATION INSURANCE CERTIFICATION

I, Wendy Milligan, certify that in the performance of my agreement with the Oxnard School District, Terra Firma Enterprises shall not employ any person in any manner so as to become subject to the Worker's Compensation Laws of California.

I agree that should Terra Firma Enterprises become subject to the Worker's Compensation Laws of California during the term of the agreement, I will notify the Oxnard School District and comply with those laws immediately.



Wendy Haddock Milligan
President
Terra Firma Enterprises

August 7, 2018
Date Signed



Kids & Families Together

Memorandum of Understanding

Kids & Families Together And Oxnard School District

This Memorandum of Understanding (MOU) is entered into by and between Kids & Families Together and the Oxnard School District.

Purpose: Kids & Families Together (K&FT) to provide education and support services focused on Kinship Families; families who care for related children and youth. This agreement explains and confirms any role and responsibilities and the types of services to be provided because of this MOU.

Term: The term of this MOU shall commence , August 16, 2018 and shall terminate June 30, 2019.

Description of Kids & Families Together:

Kids & Families Together is a not-for-profit that provides counseling, education and support services to families that have come together through foster care, kinship care, and adoption. In addition we have a Therapeutic Visitation Center for families where the children have been removed by child welfare and are in the process of reunification.

Kids & Families Together (K&FT) agrees to the following:

1. Resource and Referral Outreach to kinship families by way of Peer Partner and Educator (PPE), meeting with caregivers at a designated school setting for the purpose of identifying new families that have been underrepresented and underserved.
2. Offer education and support services to kinship families that are court and non-court dependent.

3. Facilitate support and resource groups for kinship caregivers in designated areas approved by Oxnard School District.
4. K&FT will attend collaborative meetings with other community partners put on by Oxnard School District to explore and expand opportunities for kinship support.

Oxnard School District (OSD) agrees to the following:

1. Be involved in the creation of local network of resources directed at the needs of kinship relative caregivers.
2. The Oxnard School District will not be charged for the services provided by Kids & Families Together.
3. Facilitate space for support and resource groups for kinship caregivers in designated areas approved by OSD.
4. Invite K&FT to attend collaborative meetings with other community partners put on by OSD to explore and expand opportunities for kinship support.

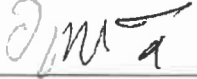
Agreements and Responsibilities:

1. Accept appropriate referrals of families who Oxnard School District believes to be in need of the services and resources provided by Kids & Families Together Kinship Support Services.
2. Accept referrals from Kids & Families Together Kinship children / youth that could benefit from the resources and services of the Outreach Resource Specialist and Counselors.
3. Permit Kids & Families Together to have intermittent or regularly scheduled access to space in designated area for meeting with individual kinship caregivers.
4. Permit Kids & Families Together Kinship to coordinate with the Director of Pupil Services the availability and access to space in designated areas in at school sites for support group meeting with Kinship Caretakers for regularly scheduled support group meetings.
5. Certificate of Liability Insurance naming the Oxnard School District as an additional insured party for such space utilization purposes.

Termination: Either party may terminate this MOU without cause upon thirty (30) days written notice.

Authorized Approval:

Kids & Families Together:



Signature

David Friedlander, CEO
Type Name/Title

5/29/18
Date

Oxnard School District:

Signature

Lisa A. Franz, Director Purchasing
Type Name/Title

Date



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
7/13/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Tolman & Wiker Insurance Services LLC #0E52073 196 S. Fir Street PO Box 1388 Ventura CA 93002-1388		CONTACT NAME: Eric Liffers PHONE (A/C, No, Ext): (805) 585-6112 FAX (A/C, No): (805) 585-6212 E-MAIL ADDRESS: eliffers@tolmanandwiker.com															
INSURED Kids and Families Together 864 E Santa Clara St Ventura CA 93001		<table border="1"> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A Nonprofits' Insurance Alliance of</td> <td></td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A Nonprofits' Insurance Alliance of		INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #																
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INSURER B:																	
INSURER C:																	
INSURER D:																	
INSURER E:																	
INSURER F:																	

COVERAGES **CERTIFICATE NUMBER:** 18/19 GL/AU/D&O/PROF **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Improper Sexual Miscond <input type="checkbox"/> \$1Mil Claim/\$3Mil Agg GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			2018-08245	7/1/2018	7/1/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
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			2018-08245	7/1/2018	7/1/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB EXCESS LIAB OCCUR 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	Directors & Officers Liab			2018-08245-DO-NPO	7/1/2018	7/1/2019	Limit 1,000,000
A	Professional Liability			2018-08245	7/1/2018	7/1/2019	Limit 3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
GL: Certificate Holder, its officers, agents, directors, employees and /or volunteers are named as Additional Insured as respects to monthly meetings held at the school district facilities, 1055 South C St Oxnard, Ca 93030, per attached Form CG20260413. Endorsement applies only as required by current written contract on file.

CERTIFICATE HOLDER agcortez@oxnardsd.org Oxnard School District 1051 South A St. 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 Eric Liffers/ERICLI <i>Eric Liffers</i>
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):

Any person or organization that you are required to add as an additional insured on this policy, under a written contract or agreement currently in effect, or becoming effective during the term of this policy. The additional insured status will not be afforded with respect to liability arising out of or related to your activities as a real estate manager for that person or organization.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations;
or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;
whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Ana DeGenna

Date of Meeting: 8/22/18

- | | | | |
|-------|-----------------------|-------------------------------|-------------------------------|
| | Study Session: | _____ | |
| | Closed Session | _____ | |
| A-1. | Preliminary | _____ | |
| A-II. | Reports | _____ | |
| B. | Hearings | _____ | |
| C. | Consent Agenda | _____ | Agreement Category: |
| | | | ___ Academic |
| | | | ___ Enrichment |
| | | | ___ Special Education |
| | | | <u>X</u> Support Services |
| | | | ___ Personnel |
| | | | ___ Legal |
| | | | ___ Facilities |
| D. | Action Items | _____ | |
| F. | Board Policies | 1 st Reading _____ | 2 nd Reading _____ |

Ratification of Agreement #18-82 – Orange County Department of Education (DeGenna/Ridge)

This agreement with the Orange County Department of Education (OCDE) is for work within the California SUMS initiative - Scaling Up Multi-Tiered System of Support (MTSS). OCDE is leading California's effort within the domain of MTSS, and is providing funding (maximum \$50,000.00) for districts to support this work.

The funding provided to the Oxnard School District through OCDE will support the Improving Systems of Academic and Behavioral Supports (ISABS); Scaling Up Multi-Tiered System of Support Statewide (SUMS) grant to address barriers to learning, and re-engage disconnected students by creating a culture of collaboration among marginalized and fragmented support systems.

Term of Agreement: June 1, 2018 through June 30, 2020

FISCAL IMPACT:

None

RECOMMENDATION:

It is the recommendation of the Director, Pupil Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Agreement #18-82 with the Orange County Department of Education.

ADDITIONAL MATERIAL(S):

Attached: Agreement #18-82, Orange County Department of Education (27 Pages)

CALIFORNIA SUMS INITIATIVE: SCALING UP MULTI-TIERED SYSTEM OF SUPPORT
(SUMS) STATEWIDE GRANT
LOCAL EDUCATION AGENCY AGREEMENT (COHORT 3)

This AGREEMENT is hereby entered into this 1st day of June, 2018, which date is enumerated for purposes of reference only, by and between the Orange County Superintendent of Schools, 200 Kalmus Drive, P.O. Box 9050, Costa Mesa, California 92628-9050, hereinafter referred to as "SUPERINTENDENT", and Oxnard School District, 1051 South A Street, Oxnard, California 93030, hereinafter referred to as "CONSORTIUM". SUPERINTENDENT and CONSORTIUM shall be individually referred to as "Party" and collectively referred to as the "Parties."

WHEREAS, SUPERINTENDENT has received funding from the State of California, California Department of Education for the Improving Systems of Academic and Behavioral Supports (ISABS); Scaling Up Multi-Tiered System of Support Statewide (SUMS) grant to address barriers to learning and re-engage disconnected students by creating a culture of collaboration among marginalized and fragmented support systems; and

WHEREAS, the Improving Systems of Academic and Behavioral Supports (ISABS); Scaling Up Multi-Tiered System of Support Statewide (SUMS) grant requires SUPERINTENDENT to allocate a portion of the grant funds to Schools throughout the State of California; and

WHEREAS, CONSORTIUM is specially trained, experienced and competent to perform the services required and is agreeable to the rendering of such services according to the terms and conditions hereinafter set forth.

NOW, THEREFORE, the Parties agree as follows:

1.0 TERM. The term of this AGREEMENT shall commence on June 1, 2018 and terminate on June 30, 2020, subject to earlier termination as set forth in this AGREEMENT, provided, however, CONSORTIUM shall be obligated to perform such duties as would normally extend beyond this term

including, but not limited to, obligations with respect to indemnification, audits, reporting, and accounting.

2.0 SCOPE OF WORK.

A. SUPERINTENDENT hereby engages CONSORTIUM as an independent contractor to perform the following described work and CONSORTIUM hereby agrees to perform said work upon the terms and conditions hereinafter set forth. CONSORTIUM shall meet all of the contractual requirement listed herein and shall provide all labor, materials, supplies, and equipment necessary to fully perform all responsibilities required by this AGREEMENT and specifically described in Exhibit "A", Scope of Services, which is attached hereto and incorporated herein by this reference to this AGREEMENT.

3.0 COMPENSATION.

A. The Maximum Payment Obligation of SUPERINTENDENT to CONSORTIUM under this AGREEMENT for the period of June 1, 2018 through June 30, 2020 is Fifty thousand dollars (\$50,000.00).

B. CONSORTIUM agrees to establish and maintain fiscal control and accounting procedures as may be necessary to assure proper accounting for all funds under this AGREEMENT. Any work performed prior to approval of the SUPERINTENDENT will be rendered on a voluntary basis, and shall not be compensated unless and until funding is authorized. Any work performed prior to approval of the State of California will be rendered on a voluntary basis and shall not be compensated unless and until funding is authorized.

4.0 BUDGET ALLOCATION. Scaling Up Multi-Tiered System of Support Statewide (SUMS) grant funds shall be expended only for those purposes expressed under Section 2.0 of this AGREEMENT. No monies from the Scaling Up Multi-Tiered System of Support Statewide (SUMS) grant shall be used to supplant state or local general fund money of any purpose. Scaling Up Multi-Tiered System of Support Statewide (SUMS) grant funds shall be allocated for the term of the AGREEMENT pursuant to Exhibit

1 "B", "Proposed Initiative Budget Summary", which is attached hereto and incorporated herein by this
2 reference to this AGREEMENT. CONSORTIUM shall return the completed Budget Form and invoice
3 along with the signed AGREEMENT. Once SUPERINTENDENT has approved CONSORTIUM's budget,
4 CONSORTIUM must obtain prior written approval from SUPERINTENDENT for any budget revisions
5 where an adjustment of funds in a line item are different from the originally approved budget by more
6 than ten percent (10%).

7 **5.0 PAYMENT AND INVOICING.**

8 A. SUPERINTENDENT, under the terms of this AGREEMENT, shall pay CONSORTIUM in
9 advance, based on the maximum payment obligation identified in Paragraph 3.0 Compensation of this
10 AGREEMENT for providing the services and activities hereunder identified in Exhibit A; provided,
11 however, the total of such payments does not exceed CONSORTIUM's maximum obligation; and
12 provided further, CONSORTIUM's costs shall be reimbursable pursuant to State and Federal
13 Regulations. CONSORTIUM shall be responsible for all other expenses incurred in connection with the
14 performance of this AGREEMENT. Payment to CONSORTIUM should be released by SUPERINTENDENT
15 no later than thirty (30) calendar days after receipt of signed AGREEMENT, completed and approved
16 Scaling Up Multi-Tiered Systems of Support (SUMS) Budget Form and CONSORTIUM's invoice.

17 B. For travel necessary to the performance of this AGREEMENT, CONSORTIUM's travel and
18 other travel related expense reimbursement claims shall not exceed the travel policy and procedures
19 of the State of California. Travel and other related travel expenses shall be limited to those necessary
20 for the performance of this AGREEMENT. Travel outside of the State of California must be authorized
21 in writing by SUPERINTENDENT prior to travel. Travel outside of the United States is not permitted.

22 C. CONSORTIUM's billings shall be submitted on SUPERINTENDENT's form, "Scaling Up
23 Multi-Tiered System of Support Statewide (SUMS) Quarterly Budget and Expenditure Report", which
24 is attached hereto as Exhibit "C" and incorporated herein by reference to this AGREEMENT.
25

1 CONSORTIUM shall submit the Quarterly Budget and Expenditure Invoice by the following due dates:

- 2 1. For the period commencing June 1, 2018 and ending June 30, 2018:

3 Quarter 1 & 2: N/A

4 Quarter 3 & 4: Due by July 15, 2018

- 5 2. For the period commencing July 1, 2018 and ending June 30, 2019:

6 Quarter 1 & 2: Due by Due by January 15, 2019

7 Quarter 3 & 4: Due by July 15, 2019

- 8 4. For the period commencing July 1, 2019 and ending June 30, 2020:

9 Quarter 1 & 2: Due by January 15, 2020

10 Quarter 3 & 4: Due by July 15, 2020

11 CONSORTIUM shall submit the Quarterly Budget and Expenditure Report to:

12 Roberta Tovar

13 Email: rtovar@ocde.us

14 Telephone: (714) 966-4406

15 D. All CONSORTIUM Quarterly Budget and Expenditure Reports submitted to
16 SUPERINTENDENT shall be supported by source documentation including, but not limited to, ledgers,
17 invoices, receipts, receiving records, and records of services provided.

18 E. Any payment made by SUPERINTENDENT to CONSORTIUM in excess of that of which
19 CONSORTIUM is entitled under this AGREEMENT shall be immediately due to SUPERINTENDENT and
20 repaid by CONSORTIUM. In this regard, CONSORTIUM shall make repayment on any overpayment
21 within thirty (30) days after the date SUPERINTENDENT requests the repayment in writing. Nothing
22 in this AGREEMENT shall be construed as limiting the remedies of SUPERINTENDENT in the event that
23 an overpayment has been made.

24 F. SUPERINTENDENT may withhold or delay any payment if CONSORTIUM fails to comply
25 with any provision set forth in this AGREEMENT.

1 G. CONSORTIUM shall not claim reimbursement for services provided beyond the
2 expiration and/or termination of this AGREEMENT, except as may otherwise be provided under this
3 AGREEMENT.

4 H. The obligation of SUPERINTENDENT under this AGREEMENT is contingent upon the
5 availability of funds furnished by the State of California. It is mutually agreed that if the current fiscal
6 year covered under this AGREEMENT does not appropriate sufficient funds for this program, this
7 AGREEMENT shall be of no further force and effect and shall be terminated. In this event,
8 SUPERINTENDENT shall have no liability to pay any funds whatsoever to CONSORTIUM or to furnish
9 any other considerations under this AGREEMENT and CONSORTIUM shall not be obligated to perform
10 any provisions of this AGREEMENT. If funding for any fiscal year is reduced, or deleted for purposes of
11 this program, the SUPERINTENDENT shall have the option to either terminate this AGREEMENT with
12 no liability occurring to the SUPERINTENDENT or offer an amendment to CONSORTIUM to reflect the
13 reduced amount. SUPERINTENDENT shall give CONSORTIUM written notification of such termination.
14 Notice shall be deemed served on the date of mailing.

15 **6.0 REPORTS.**

16 A. CONSORTIUM shall submit to SUPERINTENDENT required reports or evidence that
17 deliverables have been met. Failure to do so may result in the loss and/or remittance of all awarded
18 funds.

19 B. CONSORTIUM shall be responsible for collecting all data required under this
20 AGREEMENT pursuant to Exhibit "D", "Cohort 3 – Evaluation Outcomes", which is attached hereto and
21 incorporated herein by this reference to this AGREEMENT CONSORTIUM will submit the collected data,
22 along with a summary of activities, reasons for lack of progress toward attainment of objectives, if any,
23 and explanation for major changes to the budget, if any; and other data required.
24
25

1 C. Additional Reports: Upon SUPERINTENDENT'S request, CONSORTIUM shall make such
2 additional reports available, as required by SUPERINTENDENT, concerning CONSORTIUM's activities as
3 they affect the services hereunder. SUPERINTENDENT shall be specific to the information requested
4 and allow CONSORTIUM thirty (30) calendar days to respond.

5 **7.0 RECORDS MANAGEMENT AND MAINTENANCE.**

6 A. CONSORTIUM shall, throughout the term of this AGREEMENT, prepare, maintain and
7 manage records appropriate to the services provided and in accordance with this AGREEMENT and
8 all applicable requirements.

9 B. CONSORTIUM shall ensure appropriate financial records related to cost reporting,
10 expenditure, revenue, billings, etc., are prepared and maintained accurately and appropriately.

11 C. CONSORTIUM shall retain all financial records for a minimum of three (3) years after the
12 completion of the activities for which the funds are used and until audit findings are resolved, or due
13 to legal proceedings such as litigations and/or settlement of claims whichever is longer.

14 D. CONSORTIUM shall notify SUPERINTENDENT of any California Public Record Act (CPRA)
15 requests within twenty-four (24) hours of receipt of said request. CONSORTIUM shall provide
16 SUPERINTENDENT with all information that is requested and provided by CONSORTIUM.

17 **8.0 INDEPENDENT CONTRACTOR.**

18 A. CONSORTIUM is, and shall at all times be deemed to be, an independent contractor and
19 shall be wholly responsible for the manner in which it performs the services required of it by the terms
20 of this AGREEMENT.

21 B. CONSORTIUM warrants that it has all necessary licenses required to perform the services
22 required by the terms of this AGREEMENT.

23 C. CONSORTIUM is entirely responsible for compensating staff, subcontractors, and
24 consultants employed by CONSORTIUM. This AGREEMENT shall not be construed as creating the
25

1 relationship of employer and employee, or principal and agent between SUPERINTENDENT and
2 CONSORTIUM or any of CONSORTIUM's employees, agents, consultants, or subcontractors.
3 CONSORTIUM understands and agrees that he/she and all his/her employees shall not be considered
4 officers, employees or agents of SUPERINTENDENT, and are not entitled to benefits of any kind or
5 nature normally provided employees of SUPERINTENDENT and/or to which SUPERINTENDENT's
6 employees are normally entitled, including, but not limited to, State Unemployment Insurance or
7 Workers' Compensation. CONSORTIUM shall assume full responsibility for payment of all federal, state
8 and local taxes or contributions, including unemployment insurance, social security and income taxes
9 with respect to CONSORTIUM's employees.

10 D. CONSORTIUM assumes exclusively the responsibility for the acts of its employees,
11 agents, consultants, or subcontractors as they relate to the services to be provided during the course
12 and scope of their employment.

13 E. CONSORTIUM, its agents, employees, consultants, or subcontractors, shall not be
14 entitled to any rights or privileges of SUPERINTENDENT's employees and shall not be considered in
15 any manner to be SUPERINTENDENT's employees.

16 **9.0 INDEMNIFICATION.**

17 A. SUPERINTENDENT hereby agrees to indemnify, defend, and hold harmless
18 CONSORTIUM, its Governing Board, and their officers, agents, and employees from liability and claims
19 of liability for bodily injury, personal injury, sickness, disease, or death of any person or persons, or
20 damage to any property, real, personal, tangible or intangible, arising out of the negligent acts or
21 omissions of employees, agents or officers of SUPERINTENDENT or the Orange County Board of
22 Education during the period of this AGREEMENT.

23 B. CONSORTIUM hereby agrees to indemnify, defend, and hold harmless
24 SUPERINTENDENT, the Orange County Board of Education and its officers, agents, and employees,
25

1 from liability and claims of liability for bodily injury, personal injury, sickness, disease, or death of any
2 person or persons, or damage to any property, real, personal, tangible or intangible, arising out of the
3 negligent acts or omissions of employees, agents or officers of CONSORTIUM during the period of this
4 AGREEMENT.

5 C. CONSORTIUM agrees to indemnify, defend and save harmless the State of California, its
6 officers, agents and employees from any and all claims and losses accruing or resulting to any and all
7 contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing
8 or supplying work services, materials, or supplies in connection with the performance of this
9 AGREEMENT, and from any and all claims and losses accruing or resulting to any person, firm or
10 corporation who may be injured or damaged by CONSORTIUM in the performance of this AGREEMENT.

11 **10.0 COPYRIGHT.** SUPERINTENDENT and the State of California shall have a royalty-free,
12 nonexclusive, and irrevocable license to publish, translate, or use now and continuing all material and
13 work product (both tangible and intangible), if any, developed under this AGREEMENT including those
14 materials covered by copyright.

15 **11.0 CONFIDENTIALITY.** SUPERINTENDENT and CONSORTIUM shall maintain the confidentiality
16 of all records, including any hard copies, and/or electronic or computer based data, and/or audio
17 and/or video recordings, in accordance with all applicable state and federal codes and regulations
18 relating to privacy and confidentiality as they now exist or may hereafter be amended or changed. The
19 confidentiality requirements under this paragraph shall survive the termination or expiration of this
20 AGREEMENT or any subsequent agreement intended to supersede this AGREEMENT.

21 **12.0 CONFLICT OF INTEREST.** The Parties hereto acknowledge that CONSORTIUM may be affiliated
22 with one or more organizations or professional practices located in CONSORTIUM's county.
23 CONSORTIUM therefore warrants that he/she shall not violate any applicable law, rule or regulation
24 of any governmental entity relating to conflict of interest. CONSORTIUM shall not knowingly
25

1 undertake any act which unjustifiably results in any relative benefit to any organization or professional
2 practice with which he/she is affiliated as a direct or indirect result, whether economic or otherwise in
3 nature, of the performance of duties and obligations required by this AGREEMENT, when compared to
4 the result such act has on any other organization or professional practice.

5 **13.0 EMPLOYEE ELIGIBILITY VERIFICATION.** CONSORTIUM warrants that it shall fully comply with
6 all federal and state statutes and regulations regarding the employment of aliens and others and to
7 ensure that employees, subcontractors and consultants performing work under this AGREEMENT meet
8 the citizenship or alien status requirement set forth in federal statutes and regulations. CONSORTIUM
9 shall obtain, from all employees, subcontractors and consultants performing work hereunder, all
10 verification and other documentation of employment eligibility status required by federal or state
11 statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986,
12 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. CONSORTIUM
13 shall retain all such documentation for all covered employees, subcontractors and consultants for the
14 period prescribed by the law.

15 **14.0 DELEGATION AND ASSIGNMENT.** CONSORTIUM may not delegate its obligations hereunder,
16 either in whole or in part, without the prior written consent of SUPERINTENDENT.

17 **15.0 INSPECTIONS AND AUDITS.** SUPERINTENDENT and, State of California or any other of their
18 authorized representatives, shall have access to any books, documents, and records, including but not
19 limited to, financial statements, general ledgers, relevant accounting systems of CONSORTIUM that
20 are directly pertinent to this AGREEMENT, for the purpose of responding to a beneficiary complaint or
21 conducting an audit, review, evaluation, or examination during the term of this AGREEMENT. Such
22 persons may at all reasonable times inspect or otherwise evaluate the services provided pursuant to
23 this AGREEMENT, and the premises in which they are provided.

24 **16.0 LICENSES AND LAW.**

1 A. CONSORTIUM shall, throughout the term of this AGREEMENT, maintain all necessary
2 licenses, permits, approvals, certificates, waivers, and exemptions necessary for the provision of the
3 services hereunder and required by the laws and regulations of the United States, State of California,
4 and any other applicable governmental agencies. CONSORTIUM shall notify SUPERINTENDENT
5 immediately and in writing of its inability to obtain or maintain, irrespective of the pendency of an
6 appeal, permits, licenses, approvals, certificates, waivers, and exemptions. Said inability shall be cause
7 for termination of this AGREEMENT.

8 B. CONSORTIUM shall comply with all laws, rules or regulations applicable to the
9 services provided hereunder, as any may now exist or be hereafter amended or changed.

10 C. ENFORCEMENT OF CHILD SUPPORT OBLIGATIONS

11 1. CONSORTIUM agrees to furnish to SUPERINTENDENT within thirty (30)
12 calendar days of the award of this AGREEMENT:

13 a. In the case of an individual contractor, his/her name, date of birth, social
14 security number, and residence address;

15 b. In the case of a contractor doing business in a form other than as an
16 individual, the name, date of birth, social security number, and residence address of each individual
17 who owns an interest of ten percent (10%) or more in the contracting entity;

18 c. A certification or statement that CONSORTIUM has fully complied with all
19 applicable federal and state reporting requirements regarding its employees;

20 d. A certification or statement that CONSORTIUM has fully complied with all
21 lawfully served Wage and Earnings Assignment Orders and Notices of Assignment, will continue to so
22 comply.
23

24 2. Failure of CONSORTIUM to timely submit the data and/or
25 certifications/statements required by subparagraphs 1.a., 1.b., 1.c., or 1.d. above, or to comply with

1 all federal and state employee reporting requirements for child support enforcement, or to comply
2 with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment, shall
3 constitute a material breach of this AGREEMENT; and failure to cure such breach within sixty (60)
4 calendar days of notice from SUPERINTENDENT shall constitute grounds for termination of this
5 AGREEMENT.

6 3. It is expressly understood that this data will be transmitted to governmental
7 agencies charged with the establishment and enforcement of child support orders, or as permitted
8 by federal and/or state statute.

9 **17.0 NONDISCRIMINATION.** In the performance of this AGREEMENT, CONSORTIUM shall not
10 engage in, nor permit any employee or agent to engage in discrimination in employment of person or
11 provision of services or assistance, nor exclude any person from participation in, nor deny any person
12 the benefits of, not subject any person to discrimination under any program or activity funded in whole
13 or in part with the Improving Systems of Academic and Behavioral Supports (ISABS) funds on the
14 grounds of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital
15 status, gender or sexual orientation. CONSORTIUM shall comply with Title II of the Americans with
16 Disabilities Act, (42 U.S.C., {12101, et seq.}) as it relates to public accommodations.

17 **18.0 TERMINATION.**

18 A. Either party may terminate this AGREEMENT, without cause, upon thirty (30) days'
19 written notice (Notice of Termination) given the other party. Upon receipt of notice of termination
20 without cause, CONSORTIUM shall immediately cease performance under this AGREEMENT.
21

22 B. Unless otherwise specified in this AGREEMENT, SUPERINTENDENT reserves the right
23 to terminate this AGREEMENT for cause due to the default (as defined in Paragraph 22.0) by
24 CONSORTIUM in its performance obligations under this AGREEMENT. SUPERINTENDENT may in any
25 notice of default advice CONSORTIUM it also intends to terminate the AGREEMENT for cause. The

1 notice of default from SUPERINTENDENT shall advise CONSORTIUM if SUPERINTENDENT intends to
2 elect to terminate the AGREEMENT and in this event CONSORTIUM shall immediately cease
3 performance and provision of services as of the date the notice of default is received or deemed
4 received, whichever is earlier. In the event of termination, SUPERINTENDENT, may, but is not
5 required, to take over the work and prosecute the same to completion by contract or otherwise. Also,
6 in the event of termination for cause, CONSORTIUM shall be liable to the extent that the total cost
7 for completion of the services required by this AGREEMENT exceeds the compensation stipulated in
8 this AGREEMENT (provided that SUPERINTENDENT shall use reasonable efforts to mitigate damages),
9 and SUPERINTENDENT expressly reserves the right to withhold any outstanding payments to
10 CONSORTIUM for the purpose of set off or partial payment of the amounts owed SUPERINTENDENT
11 as previously set forth in this AGREEMENT.

12 **19.0 TOBACCO USE POLICY.** In the interest of public health, SUPERINTENDENT provides a tobacco-
13 free environment. Smoking or the use of any tobacco products are prohibited in buildings and vehicles,
14 and on any property owned, leased or contracted for by the SUPERINTENDENT pursuant to
15 SUPERINTENDENT'S Policy 400.15. Failure to abide with conditions of this policy could result in the
16 termination of this AGREEMENT.

17 **20.0 COMPLIANCE WITH APPLICABLE LAWS.** The services completed herein must meet the approval
18 of SUPERINTENDENT and shall be subject to SUPERINTENDENT's general right of inspection to secure
19 the satisfactory completion thereof. CONSORTIUM agrees to comply with all federal, state and local
20 laws, statutes, rules, regulations and local ordinances that are now or may in the future become
21 applicable to the services performed under this AGREEMENT.

22 **21.0 NON WAIVER.** The failure of SUPERINTENDENT or CONSORTIUM to seek redress for violation
23 of, or to insist upon, the strict performance of any term or condition of this AGREEMENT shall not be
24 deemed a waiver by that party of such term or condition, or prevent a subsequent similar act from again
25

constituting a violation of such term or condition.

1
2 **22.0** **DEFAULT.** Failure by CONSORTIUM to perform and/or comply with any provision, covenant,
3 or condition of this AGREEMENT shall be a default of this AGREEMENT. In the event of default
4 SUPERINTENDENT may avail any remedies available at law, in equity, or otherwise specified in this
5 AGREEMENT (including immediate termination for cause as set forth in Paragraph 18.0 above), and
6 may elect any of the following, if applicable:

7 A. Afford CONSORTIUM a time period of fifteen (15) days from the date the notice is mailed to
8 cure the default, or to commence to cure the breach and diligently pursue to completion the cure of
9 the breach within thirty (30) days of date notice is mailed; and/or

10 B. Discontinue payment and eligibility for payment to CONSORTIUM during the period in which
11 CONSORTIUM is in breach, which payment may not be entitled to later recovery; and/or

12 C. Offset against any funds invoiced by CONSORTIUM but yet unpaid by SUPERINTENDENT those
13 monies disallowed pursuant to the above offset authority; and/or

14 D. Withhold from any monies payable to CONSORTIUM sufficient funds to compensate
15 SUPERINTENDENT for any losses, costs, liabilities or damages it reasonable believes were suffered by or
16 have been incurred by SUPERINTENDENT due to the default of CONSORTIUM in the performance of the
17 services required by this AGREEMENT.

18 **23.0** **NOTICES.** All notices, claims, correspondence, reports, and/or statements authorized or
19 required by this AGREEMENT shall be addressed as follows:
20

21 SUPERINTENDENT: Orange County Superintendent of Schools
22 200 Kalmus Drive
23 P.O. Box 9050
Costa Mesa, California 92628-9050
Attn: Patricia McCaughey

24 CONSORTIUM: Oxnard School District
25 1051 South A Street
Oxnard, California 93030
Attn: Chris Ridge

1 **24.0 SEVERABILITY.** If any term, condition or provision of this AGREEMENT or application thereof to
2 any person or circumstances is held by a court of competent jurisdiction to be invalid, void, or
3 unenforceable, or if any provision of this AGREEMENT contravenes any federal, state or county statute,
4 ordinance, or regulation, the remaining provisions of this AGREEMENT or application thereof will
5 nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any
6 way.

7 **25.0 ALTERATION OF TERMS.** This AGREEMENT, together with any Exhibits attached hereto and
8 incorporated herein by reference, fully expresses all understanding of SUPERINTENDENT and
9 CONSORTIUM with respect to the subject matter of this AGREEMENT, and shall constitute the total
10 AGREEMENT between the Parties for these purposes. No addition to, or alteration of, the terms of
11 this AGREEMENT, whether written or verbal, shall be valid unless made in writing and formally
12 executed and approved by SUPERINTENDENT and CONSORTIUM.

13 **26.0 AUTHORIZED SIGNATURES.** The individuals signing this AGREEMENT warrant that they are
14 authorized to do so, and further, that they are authorized to make the promises in this AGREEMENT
15 on behalf of the respective Parties. The Parties understand and agree that a breach of this warranty
16 shall constitute a breach of the AGREEMENT and shall entitle the non-breaching party to all
17 appropriate legal and equitable remedies against the breaching party.

18 **27.0 GOVERNING LAW.** The terms and conditions of this AGREEMENT shall be governed by the
19 laws of the State of California with venue in Orange County, California.
20

21 ///

22 ///

23 ///

24

25

IN WITNESS WHEREOF, the Parties have executed this AGREEMENT, in the County of Orange,
State of California.

CONSORTIUM: OXNARD SCHOOL DISTRICT

ORANGE COUNTY SUPERINTENDENT
OF SCHOOLS

BY: _____
Authorized Signature

BY:  _____
Authorized Signature

PRINTED NAME: Lisa A. Franz

PRINTED NAME: Patricia McCaughey

TITLE : Director, Purchasing

TITLE: Administrator

DATE: _____

DATE: July 5, 2018

TIN: 95-60023128

Oxnard School District-LEA Agreement-Cohort3-SUMS Grant(46623) 2018-2020
ZIP9

EXHIBIT "A"

EXHIBIT "A"
SCOPE OF SERVICES

CONSORTIUM shall provide the following services:

1. Participation in Technical Assistance (TA) provided by Superintendent in partnership with the California Department of Education, Butte County Office of Education, the SWIFT Center and other County Offices of Education.
2. Implement an integrated multi-tiered system of standards-based instruction, interventions, mental health, and academic and behavioral supports aligned with accessible instruction and curriculum using the principles of universal design, such as UDL, established in the state curriculum frameworks and Local Control Accountability Plans (LCAPs), which are required to demonstrate how the services provided for low income pupils, foster youth, and English learners are increased or improved for these pupils (5 CCR 15496).
3. Provide strategies that support student success in the least restrictive environment and foster greater inclusion.
4. Leverage and coordinate multiple school and community resources.
5. Implement multi-tiered, evidence-based, data-driven district-wide and school-wide systems of academic and behavioral support.
6. Incorporate the types of practices, services, and efforts listed in numbers 2-5 into LEAs' LCAPs.



COHORT 3 Scope and Sequence

SUMS MTSS Training Calendar				
	Training 1 (2 Consecutive Facilitated Days)	Training 2 (1 Facilitated Day/ 1 Working Day)	Training 3 (1 Facilitated Day/ 1 Working Day)	Training 4 (1 Facilitated Day/ 1 Working Day)
	Foundations of MTSS	Structuring Your MTSS	Engineering Your MTSS	Advancing Your MTSS
Cohort 1	Aug. - Sep. 2017	Oct. - Nov. 2017	Dec. - Jan. 2018	Jan. - Feb. 2018
Cohort 2	Jan. - Feb. 2018	Feb. - Mar. 2018	Mar. - Apr. 2018	Apr. - Jun. 2018
Cohort 3	Aug. - Sept. 2018	Oct. - Nov. 2018	Dec. - Jan. 2019	Jan. - Feb. 2019

***Expected training window. Final dates/locations will be confirmed by Region Lead.**

Training 1 2 Consecutive Facilitated Days Foundations of MTSS	Training 2 1 Facilitated Day/1 Working Day Structuring Your MTSS	Training 3 1 Facilitated Day/1 Working Day Engineering Your MTSS	Training 4 1 Facilitated Day/1 Working Day Advancing Your MTSS
<p><i>Foundations of MTSS</i> is about understanding why and how MTSS is to be implemented and sustained throughout the State, Region, County, District and School.</p> <p>Transformation in Action (TiA) Practices: Design Transformation Teaming</p>	<p><i>Structuring Your MTSS</i> is about data-based conversations to identify priorities and steps needed to achieve sustainable transformation.</p> <p>Transformation in Action (TiA) Practices: Data Snapshot Transformation Teaming Priority Practice Planning Resource Mapping</p>	<p><i>Engineering Your MTSS</i> is a review of tools to help schools and districts identify available resources, set clear rules for when to provide additional support, and deliver equitable resources and support when needed.</p> <p>Transformation in Action (TiA) Practices: Transformation Teaming</p>	<p><i>Advancing Your MTSS</i> is about ensuring attention to the coaching and facilitation that will continue to advance efforts and formatively assess progress to inform next steps.</p> <p>Transformation in Action (TiA) Practices: Coaching and Facilitation</p>

EXHIBIT "B"

Proposed Initiative Budget Summary

Exhibit "B"

California Scale-Up MTSS Statewide (SUMS) Initiative

Lead LEA Name:
Fiscal Agent Contact Name:
CDS Code:

This budget should list all initiative expenditures for grant funds for the proposed initiative's three years. Add additional rows as needed.

Object Code	Object of Expenditure	Proposed Expenditures			Total Proposed Expenditures
		FY 2017-18	FY 2018-19	FY 2019-20	
1000-1999	Certificated Salaries				\$0.00
2000-2999	Classified Salaries				\$0.00
3000-3999	Employee Benefits				\$0.00
4000-4999	Books and Supplies				\$0.00
5000-5999	Services and Other Operating Expenditures				\$0.00
SUBTOTAL		\$0.00	\$0.00	\$0.00	\$0.00
	Indirect Costs (%) Cannot exceed current CA state limit				\$0.00
TOTAL		\$0.00	\$0.00	\$0.00	\$0.00

EXHIBIT "C"



Scaling Up Multi-Tiered Systems of Support (SUMS)

Improving Systems of Academic and Behavioral Supports (ISABS)

QUARTERLY BUDGET AND EXPENDITURE REPORT

From the Office of
Edgar Montes
Date _____

Approved

Needs Revision

<p>Return completed report form to: SUMS_Fiscal@ocde.us</p>	<p>District Address Address</p>	<p>Check Quarter for this report:</p> <p><input type="checkbox"/> Quarter 1 & 2 Due January 31, (Year)</p> <p><input type="checkbox"/> Quarter 3 & 4 Due July 31, (Year)</p>
--	--	---

CATEGORY	CURRENT YEAR APPROVED BUDGET	ACTUAL EXPENDITURES			
		QUARTER 1 & 2 <small>July 1 - Dec 31, (Year)</small>	QUARTER 3 & 4 <small>Jan 1 - June 30, (Year)</small>	Year-to Date Total Expenditures	Remaining Current Year Allocation
1000 Certificated Salaries				-	-
2000 Classified Salaries				-	-
3000 Employee Benefits				-	-
4000 Books & Supplies				-	-
5000-5999 Services and Other Operating				-	-
7000 Indirect Charges (*See note below)				-	-
Indirect Rate: ___%_____				-	-
Totals	-	\$ -	\$ -	\$ -	\$ -

Submit Expenditure Report with a copy of a general ledger. See MOU for a list of acceptable documentation. An Expenditure Report must be submitted even if there were no expenditures in the Quarter.

* **INDIRECT COST RATE FOR YEAR** ___: Per CDE approved indirect rate.

I certify that the expenditures reported above have been made, and that this project has been conducted in accordance with applicable laws, regulations, and program guidelines, and that the full records of receipts and expenditures have been maintained and are available for audit. **All signatures are required.**

Coordinator Name and Title	Phone Number	Coordinator Signature	Date
		X	
Fiscal Services Name and Title	Phone Number	Fiscal Services Signature	Date
		X	

Submit Budget and Expenditure Invoice with required back-up documentation of reported expenses to SUMS_Fiscal@ocde.us

EXHIBIT "D"

Cohort 3 – Evaluation Outcomes

The SUMS program evaluation will include formative and summative elements to examine the delivery, quality, and impact of the SUMS Initiative.

Process Evaluation

Evidence of successful implementation will consist of documents and artifacts pertaining to each SUMS activity, service, and product; technical assistance logs; and evaluation surveys. Documents and artifacts may include: SUMS meeting agendas and minutes, training materials, website content, sub-grant application review sheets, and module completion data. *Quarterly technical assistance logs* will record the amount and types of technical assistance provided. *Feedback surveys of technical assistance* will gather sites' feedback on 1) technical assistance quality, relevance, and usefulness, and 2) to determine the degree to which they perceive an increase in confidence or efficacy to a) implement the changes they envision for themselves, b) access the resources they need to make these changes, and c) build their capacity to transform and sustain.

Outcome Evaluation

SUMS intends to help Knowledge Development Sites (KDS), LEAs and charter schools do the following:

Proximal Outcomes (shorter-term)

1. Increased or improved services provided for low income pupils, foster youth, and English Learners (ELs)
2. Strategies that effectively support student success in the least restrictive environment and foster greater inclusion
3. Leveraged and coordinated multiple school and community resources
4. Implemented multi-tiered, evidence-based, data-driven district-wide and school-wide systems of academic and behavioral supports
5. Outcomes 1-4 incorporated into LCAP
6. (for State Leadership Team only) Statewide use of academic and behavioral programs and practices using a MTSS framework

Evidence:

- *SWIFT – Fidelity Integrity Assessment (FIA)*
- *SWIFT – Fidelity Implementation Tool (FIT)*
- *LEA Self-Assessment (LEASA)*
- *District LCAP*
- *Outcome Reports*

Distal Outcomes (longer-term)

Decreases in: suspension and expulsion rates, discipline referrals, referrals to special education, chronic absenteeism, incidents of bullying or harassment, dropout rates, and Risk Factors (PBIS School Safety Survey)

Increases/Improvements in: numbers of educators and pupils served, pupil attendance, graduation rates, measures of student academic achievement, school climate, average instructional minutes, average instructional time in integrated settings for students with IEPs, students' social-emotional competence, and Protective Factors (PBIS School Safety Survey)

Evidence: Outcome Reports & public data



Cohort 3 – Evaluation Measures

Process Measures:

Technical Assistance Logs

- COEs will record the amount and types of technical assistance provided to site
- Reported quarterly (at minimum) by COE

Technical Assistance Feedback Survey

- Capture site feedback on 1) technical assistance quality, relevance, and usefulness, and 2) to determine the degree to which they perceive an increase in confidence or efficacy to a) implement the changes they envision for themselves, b) access the resources they need to make these changes, and c) build their capacity to transform and sustain
- Conducted as an electronic/online survey
- Invitation to complete will be delivered via email and the survey will be accessible on My Digital Chalkboard
- Timeframe: post-only; following delivery of technical assistance

Outcome Measures:

SWIFT-Fidelity Integrity Assessment (FIA)

- To measure the site's fidelity of implementation
- Self-assessment conducted by the site, can be completed within 1 day
- Complete FIA (Fall) by October (on a day of site's choice) and complete FIA (Spring) by March (on a day of site's choice)

SWIFT-Fidelity Implementation Tool (FIT)

- Administered to a random sample of sites (TBD)
- To measure the site's fidelity of implementation
- Conducted annually by an external assessor designated by the Regional Lead, takes 1 full day to complete
- Establish a baseline by June 2019 and conduct follow-up assessment by June of each year after

LEA Self-Assessment (LEASA)

- Used by District Leadership teams to examine the current status of systemic practices that have been consistently demonstrated through research to be the components of effective district systems
- Facilitated self-assessment completed by the District Leadership Team (DLT) can be completed within 1 day
- Establish a baseline by June 2019 and conduct follow-up assessment by June 2020

District LCAP

- Supporting evidence that Proximal Outcomes 1-4 are incorporated into LEA's LCAP
- Submitted annually with the semi-annual Outcome Report as it becomes available



Cohort 3 – Evaluation Measures

Outcome Measures (continued):

Outcome Reports

- To capture qualitative information of District’s MTSS implementation policies and processes regarding Proximal Outcomes 1-5
- Districts that make progress in Proximal Outcomes 1-5 are expected to have positive student effects (Distal Outcomes) over time
- Submit information electronically/online for Mid-Year (Q1-Q2) by January and Year-End (Q1-Q4) by July
- Invitation to complete will be delivered via email and will be accessible on My Digital Chalkboard

*Required by CDE	LEA provides:	Source(s) other than LEA
1. Qualitative information regarding LEAs’ MTSS implementation policies and processes*	see RFA, Section II-Program Description, Part C-Outcomes 1-5	N/A
2. Number of educators and pupils served by the activities and resources*	N/A	SUMS Training Attendance & DataQuest/CDE
3. Suspension rate*	N/A	DataQuest/CDE
4. Expulsion rate*	N/A	DataQuest/CDE
5. Discipline referrals (not resulting in suspension or expulsion)*	For each participating school: <ul style="list-style-type: none"> • # referrals for FIGHTING or AGGRESSION • # referrals for THEFT • # referrals for CHEATING • # referrals for DISRUPTION or DEFIANCE • # referrals for ALL OTHER CATEGORIES 	N/A
6. Incidents of bullying or harassment (not resulting in suspension or expulsion)*	N/A	DataQuest/CDE
7. Pupil attendance*	N/A	DataQuest/CDE (ADA)
8. Chronic absenteeism*	N/A	DataQuest/CDE
9. Graduation rate*	N/A	DataQuest/CDE
10. Dropout rate*	N/A	DataQuest/CDE
11. Referrals to special education (SPED)*	For each participating school: <ul style="list-style-type: none"> • # students referred to SPED • # students qualified for SPED 	N/A
12. Measures of student academic achievement*	N/A	DataQuest/CDE
13. School climate	N/A	California Healthy Kids Survey LEA reports
14. Risk Factors/Protective Factors	N/A	California Healthy Kids Survey LEA reports
15. Students’ social-emotional competence	N/A	California Healthy Kids Survey LEA reports



Cohort 3 – Evaluation Data Collection Timeline

Table 1. Annual Evaluation Data Collection Timeline for Cohort 3 (2018-2019 and 2019-2020)

		Q1			Q2			Q3			Q4			
Who	Measure	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June	July
COE	TA Log				For Q1			For Q2			For Q3			For Q4
Site	TA Feedback	Following delivery of technical assistance												
Site	SWIFT-FIA			FIA (Fall)					FIA (Spring)					
Site	SWIFT-FIT										FIT			
DLT or STT	Outcome Reports							For Q1-Q2						For Q1-Q4
DLT or STT	LEASA											LEASA		
DLT or STT	Copy of LCAP							Provide if available						If not provided previously

Table 2. Cohort 3 Data Collection 3-Year Timeline (expanded)

Who	2017-2018	2018-2019	2019-2020
Each Site	N/A	<ul style="list-style-type: none"> ○ Technical Assistance Feedback (on-going, following delivery of technical assistance) ○ SWIFT FIA (Fall) by October 2018 ○ SWIFT FIA (Spring) by March 2019 ○ SWIFT FIT (if previously randomly selected; by June 2019) 	<ul style="list-style-type: none"> ○ Technical Assistance Feedback (on-going, following delivery of technical assistance) ○ SWIFT FIA (Fall) by October 2019 ○ SWIFT FIA (Spring) by March 2020 ○ SWIFT FIT (if previously randomly selected; by June 2020)
DLT or STT	N/A	<ul style="list-style-type: none"> ○ LEA Self-Assessment by June 2019 ○ Mid-Year Outcome Report by January 31, 2019 ○ Year-End Outcome Report by July 31, 2019 	<ul style="list-style-type: none"> ○ LEA Self-Assessment by June 2020 ○ Mid-Year Outcome Report by January 31, 2020 ○ Year-End Outcome Report by July 31, 2020



OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Ana DeGenna

Date of Meeting: 8/22/18

- Study Session:** _____
Closed Session _____
- A-1. Preliminary** _____
A-II. Reports _____
B. Hearings _____
C. Consent Agenda _____
- Agreement Category:**
____ Academic
____ Enrichment
____ Special Education
X **Support Services**
____ Personnel
____ Legal
____ Facilities
- D. Action Items** _____
F. Board Policies **1st Reading** _____ **2nd Reading** _____

Ratification of Agreement #18-86 – County of Ventura (DeGenna/Ridge)

The communities where the social workers will be placed have been identified by the County of Ventura/County Human Services Agency census data as having the highest rates of referrals and cases for abuse and neglect. The programs that are being provided are preventative in nature and help support parents on issues relating to attendance and behavior. In addition, these Social Workers serve on the district's SARB Board, supporting the entire district.

FISCAL IMPACT:

Not to exceed \$109,115.00 – MAA Funds

RECOMMENDATION:

It is the recommendation of the Director, Pupil Services, and the Assistant Superintendent, Educational Services that the Board of Trustees ratify Agreement #18-86 with the County of Ventura.

ADDITIONAL MATERIAL:

Attached: Agreement #18-86, County of Ventura (13 Pages)
 Exhibit "E" - Annual Cost Share Worksheet (1 Page)
 Certificate of Insurance (2 Pages)

OXNARD SCHOOL DISTRICT

Agreement #18-86

AGREEMENT FOR CONSULTANT SERVICES

This Agreement for Consultant Services (“Agreement”) is entered into as of this 22nd day of August, 2018 by and between the Oxnard School District (“District”) and the County of Ventura, of which the County Human Services Agency is a part (“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 August 16, 2018 to and including June 30, 2019 (the “Term”). This Agreement may be extended only by amendment, signed by the Parties, prior to the expiration of the Term.

3. **Time for Performance.** The scope of services set forth in Exhibit A shall be completed during the Term pursuant to the schedule specified Exhibit A. Should the scope of services not be completed pursuant to that schedule, the Consultant shall be deemed to be in Default as provided below. The District, in its sole discretion, may choose not to enforce the Default provisions of this Agreement and may instead allow Consultant to continue performing the Services.

4. **Compensation and Method of Payment.** Subject to any limitations set forth below or elsewhere in this Agreement, District agrees to pay Consultant the amounts specified in Exhibit B “Compensation”. The total compensation, including reimbursement for actual expenses, shall not exceed One Hundred Nine Thousand One Hundred Fifteen Dollars (\$109,115.00), unless additional compensation is approved in writing by the District. This amount shall be paid for out of the MAA Budget.

- 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 one party giving sixty (60) days written notice to the other, with or without cause.

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. **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.

9. **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.

10. **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.

11. **Confidential Information.** All information gained during performance of the Services or other work product produced by Consultant in performance of this Agreement shall be considered confidential. In addition, certain information and documentation prepared or obtained by Consultant in connection with performance of the services may be protected from disclosure or dissemination ("Protected Information") to all persons, including District, pursuant to applicable laws and regulations. Except as may be required by law, Consultant shall not release or disclose any confidential information or Protected Information; provided that, with respect to disclosure of information that is not Protected Information, Consultant shall not disclose such information without prior written authorization from the Superintendent of the District.

- 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.

12. **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)

13. **Compliance with Applicable Laws.** In connection with the Services and its operations, Consultant shall keep itself informed of and comply with all applicable federal, state and local laws, statutes, codes, ordinances, regulations and rules in effect during the Term. Consultant shall obtain any and all licenses, permits and authorizations necessary to perform the Services. Neither District, nor any elected or appointed boards, officers, officials, employees or agents of District shall be liable, at law or in equity, as a result of any failure of Consultant to comply with this section.

- a. Without limiting the generality of the foregoing, Consultant shall comply with any applicable fingerprinting requirements as set forth in the Education Code of the State of California.

_____ (Initials)

14. **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.

15. **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.

16. **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.

17. **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.

18. **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.

19. **Indemnification.**

- a. Consultant agrees to indemnify, protect, defend and hold harmless District and any and all of its elected board members, officials, employees and agents from and against any and all losses, liabilities, damages, costs and expenses to the extent same are caused by any negligent or wrongful act, error or omission of consultant, its officers, agents, employees or sub-consultants (or any entity or individual that Consultant shall bear the legal liability thereof) in the performance of Consultant's services and obligations under this agreement.
- b. District agrees to indemnify, protect, defend and hold harmless Consultant and any and all of its elected board members, officials, employees and agents from and against any and all losses, liabilities, damages, costs and expenses to the extent same are the direct result of a negligent or wrongful act, error or omission of District, its officers, agents or employees in the performance of District's obligations under this Agreement.

20. **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.

21. **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 ext 2161
Fax: (805) 487-9648

To Consultant: County of Ventura
Human Services Agency
855 Partridge Drive
Ventura, CA 93003
Attn: Michael Powers
Phone: (805) 477-5444
Fax: (805) 477-5385

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.

22. **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.

23. **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.

24. **Administration.** CHRIS RIDGE, the Director, Pupil Services, 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.

25. **Binding Effect.** This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties.

26. **Entire Agreement.** This Agreement and the exhibits and documents incorporated herein constitute the entire agreement and understanding between the parties in connection with the matters covered herein. This Agreement supersedes any prior understanding or agreement, oral or written, of the parties with respect to said matters.

27. **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.

28. **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.

29. **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.

30. **Dispute Resolution.** The parties will make good faith efforts to resolve any dispute arising under this Agreement amicably and by negotiation before seeking to enforce any available legal remedies.

31. **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:

COUNTY OF VENTURA:

Signature

Signature

Lisa A. Franz, Director, Purchasing
Typed Name/Title

Michael Powers, County Executive Officer
Typed Name/Title

Date

Date

Tax Identification Number: 95-6002318

Tax Identification Number: On File

- Not Project Related
 Project #18-86

EXHIBIT A
TO AGREEMENT FOR CONSULTANT SERVICES #18-86

SERVICES

I. Consultant will perform the following Services under the Captioned Agreement:

See Exhibit E Attached

II. As part of the Services, Consultant will prepare and deliver the following tangible work products to the District:

- Provide monthly statistical reports for each site identifying the nature of referrals (i.e. Attendance, etc.)
- Carry a concurrent caseload of at least 15 families monthly, case managed through the school’s SST and CST Meetings and/or the School Attendance Review Board (SARB) for their designated sites.
- Serve on the School Attendance Review Board (SARB) for the district.
- Coordinate pre and post parent and teacher surveys that have been approved by the district.

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. Statistic reports on referrals for each site.	Monthly
B. Provide school site with identified students on case load.	Regularly
C. Provide feedback to SARB on cases assigned to them	Subsequent to SARB meetings
D. Provide reports to school CST & SST on cases assigned to them.	Ongoing
E. Social Worker will meet with principal and other school personnel as needed.	Weekly
F. Director of Pupil Services will meet quarterly with HSA CFS Oxnard Regional Manager and Healthy Start Supervisor.	Quarterly

V. Consultant will utilize the following personnel to accomplish the Services:

- None.
 See Exhibit E attached

VI. Consultant will utilize the following subcontractors to accomplish the Services (check one):

- None.
 See attached list.

VII. AMENDMENT

The Scope of Services, including services, work product, and personnel, are subject to change by mutual Agreement. In the absence of mutual Agreement regarding the need to change any aspects of performance, Consultant shall comply with the Scope of Services as indicated above

- Not Project Related
 Project #18-86

EXHIBIT B
TO AGREEMENT FOR CONSULTANT SERVICES #18-86

COMPENSATION

I. Consultant shall use the following rates of pay in the performance of the Services:

***SEE EXHIBIT E ATTACHED**

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. Attendance reports for each school to calculate reimbursement.
- B. Line items for all personnel describing the work performed, the number of hours worked, and the hourly rate.
- C. Line items for all supplies properly charged to the Services.
- D. Line items for all travel properly charged to the Services.
- E. Line items for all equipment properly charged to the Services.
- F. Line items for all materials properly charged to the Services.
- G. 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 \$109,115.00 as provided in Section 4 of this Agreement.

EXHIBIT C
TO AGREEMENT FOR CONSULTANT SERVICES #18-86

INSURANCE

I. Insurance Requirements. Consultant shall provide and maintain insurance, acceptable to the District Superintendent or District Counsel, in full force and effect throughout the term of this Agreement, against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by Consultant, its agents, representatives or employees. Insurance is to be placed with insurers authorized to conduct business in the State of California and with a current A.M. Best's rating of no less than A, as rated by the Current edition of Best's Key Rating Guide, published by A.M. Best Company, Oldwick, New Jersey 08858. Consultant shall provide the following scope and limits of insurance:

A. Minimum Scope of Insurance. Coverage shall be at least as broad as:

(1) Commercial General Liability coverage of not less than two million dollars (\$2,000,000) Aggregate and one million dollars (\$1,000,000) per occurrence.

(2) Auto liability insurance with limits of not less than one million dollars (\$1,000,000).

(3) Insurance coverage should include:

1. owned, non-owned and hired vehicles;
2. blanket contractual;
3. broad form property damage;
4. products/completed operations; and
5. personal injury.

(4) Workers' Compensation insurance as required by the laws of the State of California.

~~(5) Abuse and Molestation coverage of not less than two million dollars (\$2,000,000) per occurrence and five million dollars (\$5,000,000) Aggregate.~~

(6) Professional liability (Errors and Omissions) insurance, including contractual liability, as appropriate to the Consultant's profession, in an amount of not less than the following:

Accountants, Attorneys, Education Consultants, Nurses, Therapists	\$1,000,000
Architects	\$1,000,000 or \$2,000,000
Physicians and Medical Corporations	\$5,000,000

Failure to maintain professional liability insurance is a material breach of this Agreement and grounds for immediate termination

II. Other Provisions. Insurance policies required by this Agreement shall contain the following provisions:

Not Project Related

Project #18-86

A. All Policies. Each insurance policy required by this Agreement shall be endorsed and state the coverage shall not be suspended, voided, cancelled by the insurer or either party to this Agreement, reduced in coverage or in limits except after 30 days' prior written notice by Certified mail, return receipt requested, has been given to District

B. General Liability, Automobile Liability, and Abuse/Molestation Coverages.

(1) District, and its respective elected and appointed officers, officials, employees and volunteers are to be covered as additional insureds (collectively, "additional insureds") as respects the following: liability arising out of activities Consultant performs; products and completed operations of Consultant; premises owned, occupied or used by Consultant ; automobiles owned, leased, hired or borrowed by Consultant, ~~and Abuse/Molestation~~. The coverage shall contain no special limitations on the scope of protection afforded to additional insureds.

(2) Each policy shall state that the coverage provided is primary and any insurance carried by any additional insured is in excess to and non-contributory with Consultant's insurance.

(3) Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

(4) Any failure to comply with the reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to any additional insured.

III. Other Requirements. Consultant agrees to deposit with District, at or before the effective date of this contract, certificates of insurance necessary to satisfy District that the insurance provisions of this contract have been complied with. The District may require that Consultant furnish District with copies of original endorsements effecting coverage required by this Section. The certificates and endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. District reserves the right to inspect complete, certified copies of all required insurance policies, at any time.

A. If any Services are performed by subcontractor, Consultant shall furnish certificates and endorsements from each subcontractor identical to those Consultant provides.

B. Any deductibles or self-insured retentions must be declared to and approved by District. At the option of District, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects District or its respective elected or appointed officers, officials, employees and volunteers or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration, defense expenses and claims.

C. The procuring of any required policy or policies of insurance shall not be construed to limit Consultant's liability hereunder nor to fulfill the indemnification provisions and requirements of this Agreement.

- Not Project Related
- Project #18-86

EXHIBIT D
TO AGREEMENT FOR CONSULTANT SERVICES #18-86

CONFLICT OF INTEREST CHECK

Bylaws of the Board 9270(BB)E requires that the Superintendent or a designee make a determination, on a case by case basis, concerning whether disclosure will be required from a consultant to comply with the District's Conflict of Interest Code (commencing with Bylaws of the Board 9270 BB).

Consultants are required to file disclosures when, pursuant to a contract with the District, the Consultant will make certain specified government decisions or will perform the same or substantially the same duties for the District as a staff person would.

The services to be performed by Consultant under the Agreement to which this Exhibit D is attached constitute do not constitute governmental decisions or staff services within the meaning of the Conflict of Interest Code. Therefore, the Consultant, **COUNTY OF VENTURA**, who will provide Services under the Agreement, is is not subject to disclosure obligations.

Date: _____

By: _____
Lisa A. Franz
Director, Purchasing

EXHIBIT E

Oxnard School District/CFS Healthy Start Agreement 2018-19

School	Position	Annual Cost	.75 FTE		50% CWS Match	50% OSD Cost		
McKinna	CWSW - Leticia Mendoza	\$120,788	\$90,591		\$45,296	\$45,296		
McKinna	CA - Veronica Ortega	\$74,742	\$56,057		\$28,028	\$28,028		
Total Cost		\$195,530	\$146,648		\$73,324	\$73,324		
PSSF (.75 FTE (50% paid by PSSF and 50% split CWS/OSD))				Annual Cost	.75 FTE	50% PSSF	25% CWS Match	25% OSD Cost
Cesar Chavez	CWSW - Amy Jimenez	\$105,477	\$79,108		\$39,554	\$19,777	\$19,777	\$19,777
Cesar Chavez	CA - Maricela Lopez	\$74,742	\$56,057		\$28,028	\$14,014	\$14,014	\$14,014
Totals		\$180,219	\$135,164		\$67,582	\$33,791	\$33,791	\$33,791

Supplies for Youth

\$2,000

Total Share of Cost OSD \$109,115

(does not include supervision, equipment, staff supplies, etc.)

Difference from FY 2017/18 Contract	\$101,647
	\$7,468

Notes:

- 1-Project includes two schools: McKinna funded with costs shared .75 FTE by OSD (50%) and CWS (50%) match funds and Cesar Chavez which has been funded with PSSF funds for 50% of .75 FTE with the other 50% of .75 FTE is shared between CWS Match Funding (25%) and OSD Cost (25%).
- 2-Assigned positions at each school include Child Welfare Social Worker (CWSW) and Case Aide (CA).
- 3-Annual cost is based on FY 2018-19 salaries and benefits (S&B) for the assigned staff.
- 4-For McKinna 50% of the actual cost of the positions should be paid by OSD to ensure full cost recovery, with FTE adjusted to fit budget.
- 5-FTE assigned calculated based on the available funding provided by OSD (same as for FY 17-18).

Weeks per year	52
Days paid per week	5
Days paid per year	260
% of FTE Available	75%
Days Available (paid)	195

Paid days include holidays, sick, vacation, training, LOA, etc.

Contract Term Requested by OSD (August 13, 2018, through June 14, 2019)

Aug	15
Sept	20
Oct	23
Nov	17
Dec	10
Jan	19
Feb	20
Mar	21
Apr	12
May	23
Jun	15

	195
Less Days Available	-195
Days Over Budget	0

CERTIFICATE OF LIABILITY COVERAGE

DATE
(MM/DD/YYYY)
07/01/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY TO AUTHORIZED VIEWERS FOR THEIR INTERNAL USE ONLY AND CONFERS NO RIGHTS UPON ANY VIEWER OF THIS CERTIFICATE. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE DESCRIBED BELOW.

<p>INSURED The County of Ventura Attn: Risk Management 800 S. Victoria Avenue, #1970 Ventura, CA 93009 (805) 654-3197</p>	<p>ENTITIES AFFORDING COVERAGE</p>
<p>PRODUCER / CONSULTANT Chivaroli & Associates, Inc. 200 N Westlake Blvd #101 Westlake Village, CA 91362 (805) 371 - 3680</p>	<p>A: The County of Ventura</p> <p>B:</p> <p>C:</p> <p>D:</p> <p>E:</p>

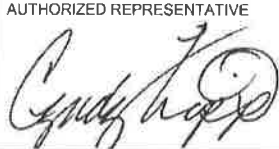
COVERAGES

THIS IS TO CERTIFY THAT THE COUNTY OF VENTURA IS A GOVERNMENTAL ENTITY THAT HAS A SELF-FUNDED RETENTION FOR LIABILITY DESCRIBED BELOW, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY WRITTEN CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY PERTAIN. THIS SELF-FUNDED PROGRAM IS SUBJECT TO ALL PROVISIONS OF THE COUNTY OF VENTURA BYLAWS.

CO LTR	TYPE OF COVERAGE	POLICY NUMBER	EFFECTIVE DATE	EXPIRATION DATE	LIMITS	
A	GENERAL LIABILITY	Self-Insured	07/01/2018	07/01/2019	EACH OCCURRENCE	\$1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person)	\$1,000,000
	_____				PERSONAL & ADV INJURY	\$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:				GENERAL AGGREGATE	\$1,000,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				PRODUCTS - COMP/OP AGG	\$1,000,000
	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"/> SCHEDULED AUTOS				BODILY INJURY (Per accident)	
	<input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				PROPERTY DAMAGE (Per accident)	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES

Evidence of coverage as respects the operations of the named insured. The Ventura County Schools Self-Funding Authority and its member districts are included as additional covered parties as required by written contract or agreement and in connection with services provided by the County of Ventura and its departments and in connection with the activities where the County of Ventura and its departments use school facilities under Education Code sections 38130 through 38139, the Civic Center Act.

<p>CERTIFICATE HOLDER</p> <p>Ventura County Schools Self-Funding Authority 5189A Verdugo Way Camarillo, CA 93012-8653</p>	<p>CANCELLATION</p> <p>SHOULD THE COUNTY OF VENTURA ELECT TO DISCONTINUE SELF-INSURING ITS LIABILITIES, THE COUNTY OF VENTURA WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OF ANY KIND UPON THE COUNTY OF VENTURA, ITS AGENTS OR REPRESENTATIVES.</p> <p>AUTHORIZED REPRESENTATIVE</p> 
--	---

June 27, 2016

Elizabeth Atilano
Executive Director
Ventura County Schools Self-Funding Authority
5189A Verdugo Way
Camarillo, CA 93012

RE: Defense and Indemnity Obligations Under Contract

Dear Ms. Atilano:

This letter serves to advise that the County of Ventura maintains a self-insured retention (SIR) of liability coverage of \$1.0 million. County agencies and local school districts often partner to provide services, necessitating the two entities to enter into agreements wherein the entities are obligated to extend coverage, defend, and indemnify, for the acts and/or omissions of their agents.

This confirms that the County will honor its obligation under the SIR, as it would had there been an insurance policy in force under which the school district would be an additional insured. Where your districts would ordinarily look for an additional insured endorsement to document that obligation, this letter serves the purpose of that endorsement, since there is no policy upon which to endorse within the SIR.

Thank you for your assistance in mutually developing this understanding. Should you have any questions or concerns, I remain available.

Sincerely,



Chuck Pode
Senior Deputy Executive Officer/Risk Manager
Risk Management



AGREEMENT/MEMORANDUM OF UNDERSTANDING #18-90

Interface Children & Family Services **and** **Oxnard School District**

This Memorandum of Understanding (MOU) is entered into, by and between Interface Children & Family Services (ICFS) and the Oxnard School District (OSD).

PURPOSE: The purpose of the MOU is to establish and maintain a provision of service relationship between the two parties. ICFS will provide trained staff to work in conjunction with school administrators and staff to coordinate and facilitate Youth Services, Family Violence Intervention Services and Mental Health Services.

TERM: The term of this MOU shall be effective July 1, 2018 through June 30, 2019. A new Memorandum of Understanding shall be executed on an annual basis.

DESCRIPTION OF SERVICES:

- A. OSD agrees to the following:
 - 1. Serve as lead Administrative Agent of all schools.
 - 2. Provide adequate facilities to accommodate ICFS staff.
 - 3. Provide referrals through Administrative, Faculty, Counseling and Support Staff.
 - 4. Provide a contact person such as Administrative or Counseling Staff or school to whom the Interface staff will coordinate program implementation at the school site(s).

- B. ICFS agrees to the following:
 - 1. Provide trained Services staff to deliver youth crisis response services and ongoing follow up services.
 - 2. Provide linkage to additional resources as needed.
 - 3. Provide mental health registered interns and/or licensed mental health professionals to provide counseling services to eligible students and families.

Strengthening children, families and communities to be safe, healthy and thriving

Mental Health · Youth and Family Strengthening · Family Violence Intervention · 2-1-1 Information and Referral · Training & Technical Assistance

4001 Mission Oaks Blvd., Suite I · Camarillo, CA 93012-5156 · icfs.org · 805.485.6114

BOARD AGENDA ITEM

Name of Contributor: Janet Penanhoat

Date of Meeting: 8/22/18

STUDY SESSION _____

CLOSED SESSION _____

SECTION A-1: PRELIMINARY _____

SECTION A-II: REPORTS _____

SECTION B: HEARINGS _____

SECTION C: CONSENT AGENDA _____

Agreement Category:

____ Academic

____ Enrichment

____ Special Education

____ Support Services

____ Personnel

____ Legal

X Facilities

SECTION D: ACTION _____

SECTION F: BOARD POLICIES 1st Reading _____ 2nd Reading _____

Approval of Work Authorization Letter #9 (“WAL #9”) for Agreement #13-154 with NV5 West Inc., to provide Environmental Support Services for the Seabridge New School Project (Penanhoat/Fateh/CFW)

Soils excavation and export will be required to construct the foundations of 5 new buildings planned for the project. Additionally, construction of the new play yard and site work for the project will require soils excavation and export. By law, the soil must be tested for contaminants and handled and disposed of per approved protocols. This WAL will establish NV5 West Inc. as the hygienist for the project, to test the soils and establish handling and disposal procedures as outlined above.

The Work Authorization Letter is issued pursuant to and consists of:

Master Agreement: **#13-154**

Work Authorization Letter: **#9**

Consultant: **NV5 West Inc. (formerly known as BTC Labs Inc.)**

Date Issued: **08/22/2018**

Fixed Fee Amount: **Nineteen Thousand Eight Hundred Fifty Dollars and Zero Cents**
(\$19,850.00)

The attached Work Authorization Letter describes the scope of services requested from NV5 West Inc., and calls for Environmental Site Assessment and Environmental Sampling.

FISCAL IMPACT

The Design Phase Geotechnical Engineering Services will be completed for a lump sum fixed fee of: **Nineteen Thousand Eight Hundred Fifty Dollars and Zero Cents (\$19,850.00)** to be paid out of the Master Construct & Implementation Funds.

RECOMMENDATION

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Facilities, in consultation with Caldwell Flores Winters, that the Board of Trustees approve WAL #9 for Master Agreement #13-154 with NV5 West Inc.

ADDITIONAL MATERIAL(S)

Attached:

- WAL #9, NV5 West Inc. (1 Page)
- Proposal dated August 2, 2018 (11 Pages)
- Master Agreement #13-154, BTC Labs Inc. (35 Pages)



WORK AUTHORIZATION LETTER

GENERAL INFORMATION

PROJECT #:	DATE: 8/22/2018
SITE NAME: Seabridge New School	DSA # 03-118672
MASTER AGREEMENT #: 13-154	OPSC #
WAL #: 9	VENDOR ID:

PURSUANT TO MASTER AGREEMENT BETWEEN:

DISTRICT	CONSULTANT	
OXNARD SCHOOL DISTRICT 1051 South A Street Oxnard, CA 93030 (805) 385-1501	Firm Name:	NV5 West Inc
	Street:	1868 Palma Dr. Ste. A
	City, State, Zip:	Ventura CA 93003
	Phone:	805.656.6074

SCOPE OF SERVICES TO BE PERFORMED UNDER THIS WAL

For Phase I Environmental Site Assessment (ESA) and limited Phase II Environmental Sampling for the Seabridge New School Site. NV5 will test the soils and establish handling and disposal procedures for any contaminated soils. (ATTACH ADDITIONAL PAGES AS NECESSARY)

SCHEDULE OF SERVICES TO BE PERFORMED UNDER THIS WAL

START DATE: 8/22/2018 **COMPLETION DATE:** 12/20/2019

FIXED FEE AMOUNT: Nineteen Thousand Eight Hundred Fifty Dollars and Zero Cents (\$19,850.00)

This fee amount is based upon Consultant's proposal dated 8-2-2018 and subsequent negotiations mutually agreed to by all parties

This WAL is inherently a part of the Master Agreement referenced above. It is bound by the general terms and conditions of the Master Agreement. This WAL describes in detail the Consultants specific Scope of Services, agreed upon lump sum fixed fee, agreed upon schedule for completion of Services, and other provisions required to clearly indicate the required Services, and terms of this WAL.

This WAL and associated Master Agreement hereby supercede any and all terms, conditions, and other provisions of the Consultant's Proposal; and such terms, conditions, and other provisions are null and void, and are not incorporated to any extent as part of this WAL and associated Master Agreement whether or not they are directly superceded by this WAL and/or the associated Master Agreement.

IN WITNESS THEREOF, THE PARTIES HAVE AGREED TO AND EXECUTED THIS WAL AS SET FORTH BELOW:

DISTRICT	CONSULTANT		
OXNARD SCHOOL DISTRICT	CONSULTANT		
(SIGNATURE)	(DATE)	(SIGNATURE)	(DATE)

FOR DISTRICT USE ONLY

PROJECT MANAGER: Mario Mera	PREPARED BY: Sean Mahan
P.O. #	P.O. AMOUNT:
SOURCE OF FUNDS: <input type="checkbox"/> MEASURE "R" <input type="checkbox"/> DEF. MAINT. <input type="checkbox"/> DEV. FEES <input checked="" type="checkbox"/> Master Construct and Implementation funds	
COST ID: 6171	

(PM APPROVAL SIGNATURE) (DATE)

SPECIAL INSTRUCTIONS:



Caldwell, Flores, Winters, Inc.
1901 S. Victoria Ave., Ste. 106
Oxnard, CA 93035

August 1, 2018
(revised 8/2/2018)
Proposal No. 2018.06.0178

Attention: Jennifer MacIsaac, R.A., LEED AP e-mail: jmacisaac@cfwinc.com

**Subject: Proposal for a Phase I Environmental Site Assessment and Limited Phase II Environmental Sampling, Proposed Seabridge Elementary School
4050 West Wooley Road, Oxnard, CA 93035**

Dear Ms. MacIsaac:

NV5 West, Inc. is pleased to present this proposal to conduct a Phase I Environmental Site Assessment (ESA) and limited Phase II Environmental Sampling for the referenced site. NV5 understands that the subject property is approximately 8.6 acres, relatively flat, undeveloped property, with no identified past land use.

The Phase I site assessment report will be prepared by NV5's subsidiary Bock & Clark, a nationwide leader in Phase I environmental site assessments.

SCOPE OF SERVICES

Task 1 – Phase I Environmental Site Assessment

NV5 will use ASTM Standard Practice E 1527-13, *Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process* as a guideline. ASTM Practice E 1527-13 constitutes “all appropriate inquiry (AAI) into the previous ownership and uses of a property consistent with good commercial or customary practice” as defined at 42 U.S.C. §9601(35)(B). This practice also permits the user to satisfy one of the requirements to qualify for “landowner liability protections (LLPs)” under CERCLA.

The Phase I ESA will be conducted to provide an independent, professional opinion regarding *recognized environmental conditions*, as defined by ASTM, associated with the subject property. The term recognized environmental conditions means “*the presence or likely presence of any hazardous substances or petroleum products in, on, or at a property: (1) due to release to the environment; (2) under conditions indicative of a release to the environment; or (3) under conditions that pose a material threat of a future release to the environment.*”

The Phase I ESA will be performed under the responsible charge of a qualified Environmental Professional and will include the following components:

- Historical sources including building department records, historical aerial photographs, local street directories, fire insurance maps, and other credible sources of past uses or occupancies shall be reviewed as available.
- ASTM 1527-13 does impose on the environmental professional the responsibility to undertake a review of recorded land title records and judicial records for environmental liens

and AULs. The User is responsible for conducting a title search for any recorded environmental cleanup liens and also search for activity-use limitations on the property (deed restrictions, such as prohibitions on residential usage or installation of groundwater wells).

- Radius map search of local, state, tribal and federal databases will be conducted according to the current ASTM and AAI standard search distances.
- Regulatory interviews of state and local government officials will be conducted in person, by telephone, or in writing to obtain information on permits and compliance history associated with hazardous substances and petroleum products, and information indicating recognized environmental conditions in connection with the property. Please note that any condition which warrants a file review in which the records are not deemed reasonably ascertainable (greater than \$100) will result in a pass through fee to the Client. The Client will be notified prior the accrual of additional fees.
- Owner/Occupant interviews including past and present owners, occupants, neighbors, and/or other persons who are familiar with the property shall be attempted in person, by telephone, or in writing regarding the history, operations, management, waste management practices, and other environmental considerations for the property as those persons are available and open to an interview.
- Site Reconnaissance will be performed under the charge of an environmental professional. This shall include a reasonable observation of the property and structures, the periphery of the property, the interior common areas of structures, and a representative sample of occupant spaces. Items such as current and past uses of the property and adjoining properties; obvious geologic, hydrogeologic, and topographic conditions; structures; roads; potential hazardous substances and petroleum products; storage tanks; odors; pools of liquid; drums; containers; surface waters; suspected fill materials; stained soil or pavement; stressed vegetation; solid waste; waste water; wells; and septic systems shall be noted as reasonably and visibly observed.
- Non Scope Considerations as defined by ASTM 1527-13 are not included within this scope of work unless specifically requested by the client. (Non-scope considerations include: asbestos-containing building materials, biological agents, cultural and historic resources, ecological resources, endangered species, health and safety, indoor air quality unrelated to releases of hazardous substances or petroleum products into the environment, industrial hygiene, lead-based paint, lead in drinking water, mold, radon, regulatory compliance and wetlands).
- A written report of our observations and conclusions will be prepared. Our findings will be presented in a manner consistent with standard practices. The report will be prepared on behalf of and for your exclusive use. NV5 assumes no responsibility for deviations from the ASTM 1527 or EPA AAI standard practice if requested by the client. The proposed fee includes the delivery of an electronic report. Additional fees will be incurred for requested hardcopies.

Task 2 – Limited Phase 2 Environmental Sampling

Per CFW's request, NV5 will perform limited environmental sampling and analysis of representative site soils to evaluate for the potential presence of potential contaminants of

concern including pesticides, herbicides, petroleum hydrocarbons, metals, and volatile and semi-volatile organic compounds.

This work does not include application to the California Department of Toxic Substance Control (DTSC) – Brownfields and Environmental Restoration Program for review and oversight (Environmental Oversight Program) or preparation of submittal of a Workplan.

- Collect 6 soil samples from representative, distributed locations covering the site. Samples will be collected from depth intervals between 0.5 and 1.0 feet below grade. Standard environmental sampling protocols will be followed in compliance with DTSC guidelines.
- Soil samples will be tested by a third-party environmental EPA-certified environmental laboratory. Laboratory analyses will be on standard (8-day) turn-around-time. Laboratory tests will include the following analyses:

<u>Analysis</u>	<u>Method</u>
SVOC's	EPA 8270
VOC's	EPA 8260
Pesticides Organochlorine+PCBs	EPA 8081/8082
Chlorinated Herbicides	EPA 8151A
Organophosphorus Pesticides	EPA 8141A
Arsenic/Thallium*	EPA 6020
Hexavalent Chromium	EPA 7199

- Findings will be summarized into a limited environmental sampling report including a site plan showing sampling locations, a summary table of laboratory test results, and a discussion of findings.

The report will include a Preliminary Endangerment Assessment. If analysis indicated the presence of contaminants above minimum action levels, additional studies will be required beyond the scope of services provided herein.

Task 3 – Construction Phase Environmental Services

School developments on property with historical agricultural usage, or adjoining agricultural usage, commonly require environmental oversight during construction, including soil segregation, stockpiling, sampling and analysis. NV5 recommends establishing a budget allowance for construction-phase services. Actual field hours, sampling frequency, and chemical analyses will depend upon the findings of the proposed studies, however for budgetary purposes NV5 recommends an approximate \$9,500 budget allowance.

SITE ACCESS

We will need the name and contact phone number of the appropriate individual capable of providing access to the property to assist NV5. This individual should be aware of the purpose of the visit and willing to cooperate with the process of the field visit. Any delay in scheduling the field inspection could result in delay of the report delivery.

USER’S RESPONSIBILITIES (QUESTIONNAIRE)

Section 6. *User’s Responsibilities*, of ASTM Practice E 1527-13 describes specific tasks to be performed by the user of the Phase I ESA, which include the development of information to be provided to NV5. As a convenience, we have summarized these requirements in the questionnaire contained in Attachment 1. This questionnaire should be completed and returned to NV5 at the same time this proposal is authorized. Incomplete or missing information could be considered a *data gap* and could result in a determination that AAI is not complete.

PROPERTY DOCUMENTS

We will need, if not already provided, a copy of any documents that are available (i.e. prior environmental reports, engineering report, title commitments, chain of title report, etc.) to assist in the completion of this project as soon as possible.

SCHEDULE

NV5 is prepared to begin this project immediately following receipt of your written authorization to proceed. We will forward the final Phase 1 ESA report to you within four weeks of authorization. Phase 2 sampling reporting will follow within approximately two additional weeks. Some data reporting could be delayed due to regulatory agency file search request response time outside of NV5’s control. Construction phase services will depend upon contractor schedules.

FEES

NV5 will perform the services described in the scope of work for Task 1 and Task 2 for the lump sum fees presented below. Task 3 services will be provided on a Time-and-Materials basis. The fee includes incidentals such as travel and expenses.

Task	Estimated Schedule (Working Days)	Estimated Cost
Task 1: Phase 1 ESA	20	\$ 3,950
Task 2: Limited Phase 2 Sampling	15	\$ 6,400
Task 3: Construction Phase Service Allowance	--	\$ 9,500
TOTAL FEE ESTIMATE	35	\$ 19,850

MISCELLANEOUS

The scope of work outlines activities that NV5 will conduct during this project. Completion of the scope of work within the schedule and for the fees noted above, NV5 assumes the following:

- NV5 will review up to 300 total pages of reports, records, case files, etc. for the subject property. Additional charges may apply for review of more documents on the subject property or adjoining properties.
- NV5 will prepare and issue our final report (2 hard copies and 1 PDF) once the readily available information is gathered and reviewed; no draft report will be issued.
- NV5 will utilize up to 8 hours for fieldwork, which includes travel, the onsite reconnaissance, and the public records research.

GENERAL TERMS AND CONDITIONS

1. The Agreement. This Agreement between the parties, which shall describe and govern Client's engagement of "Consultant" to provide "Services" in connection with the "Project" identified in the "Proposal", consists of the Proposal, these terms and conditions, Consultant's fee schedule, and any exhibits or attachments referenced in any of these documents. Together these elements constitute the entire agreement between the parties, superseding any and all prior negotiations, correspondence, or agreements, either written or oral, with respect to the subject matter of this engagement. Consultant requests written acceptance of the Agreement through its Proposal Acceptance Form, but the following actions shall also constitute Client's acceptance of the Agreement: (1) issuing an authorizing purchase order for any of the Services; (2) authorizing Consultant's presence on site; or (3) notification, written (including e-mail) or oral, to Consultant to proceed with any of the Services.

2. Standard of Care. The Services shall be performed in a manner consistent with the level of care and skill ordinarily exercised by members of Consultant's profession currently practicing under similar conditions and in the same locality as the Project. Data, interpretations and recommendations by Consultant will be based solely on information discovered by, or made available to, consultant during the course of the engagement. In connection with such information, Client recognizes that subsurface conditions may vary from those observed at locations where borings, surveys, or explorations are made, and that site conditions may change over time. Consultant shall not be responsible for the use or interpretation of such information by non-parties to this Agreement. Consultant shall not be held liable for problems that may occur if Consultant's recommendations are not followed.

3. Site Access and Conditions. Client will provide Consultant access to the Project site for all equipment and personnel necessary for the performance of the Services. As required to effectuate such access, Client will notify all owners, lessees, contractors, subcontractors, and other possessors of the Project site that Consultant must be allowed free access to the site. While Consultant agrees to take reasonable precautions to minimize damage to the site, Client understands that, in the normal course of performing the Services, some damage may occur, and further understands that Consultant is not responsible for the correction of any such damage unless so specified in the Proposal. Client is responsible for the accuracy of locations for all subterranean structures and utilities. Consultant will take reasonable precautions to avoid known subterranean structures and utilities, and Client waives any claim against Consultant, and agrees to defend, indemnify, and hold Consultant harmless from any claim or liability for injury or loss of any party, including costs of defense, arising from damage done to subterranean structures and utilities not identified or accurately located. In addition, Client agrees to compensate Consultant for any time spent or expenses incurred by Consultant in defense of any such claim with compensation to be based upon Consultant's prevailing fee schedule and expense reimbursement policy.

4. Cooperation and Project Understanding. To the extent requested by Consultant, Client will make available to Consultant all information in its possession regarding existing and proposed conditions at the site. Such information shall include, but not be limited to engineering reports, plot plans, topographic surveys, hydrographic data, soil data including borings, field and laboratory tests and written reports. Client shall immediately transmit to Consultant any new information concerning site condition which becomes available, and any change in plans or specifications concerning the Project to the extent such information may affect Consultant's performance of the Services. Client agrees, upon 24 hours oral or written notice, to provide a representative at the job site to supervise and coordinate the Services. Consultant shall not be liable for any inaccurate or incorrect advice, judgment or decision which is based on any inaccurate information furnished by Client and Client shall indemnify Consultant against claims, demands, or liability arising out of, or contributed to, by such inaccurate information.

5. Sample Disposal. Unless other arrangements are made, Consultant will dispose of all soil and rock samples remaining at the time of report completion. Further storage or transfer of samples can be arranged at Client's prior written request, subject to a reasonable charge by Consultant. Client acknowledges that contaminated drill cuttings, sample spoils, wash water, and other materials may be produced as a result of encountering hazardous materials at the site. In such event, Consultant shall properly contain, label, and store such materials on-site, and Client shall be responsible for its proper transportation and disposal. Consultant may be able to arrange for the transportation and disposal of hazardous materials at Client's request.

6. Construction Monitoring. If Consultant is engaged by Client to provide a site representative for the purpose of monitoring specific portions of any construction work, as set forth in the Proposal, then this Section 6 shall apply. If Consultant's engagement does not include such construction monitoring, then this Section shall be null and void. In connection with construction monitoring, Consultant will report observations and professional opinions to Client. Consultant shall report to Client any observed work which, in Consultant's opinion, does not conform to plans and specifications. Consultant shall have no authority to reject or terminate the work of any agent or contractor of Client. No action, statements, or communications of Consultant, or Consultant's site representative, can be construed as modifying any agreement between Client and others. Consultant's presence on the Project site in no way guarantees the completion or quality of the performance of the work of any party retained by Client to provide construction related services. Neither the professional activities of Consultant, nor the presence of Consultant or its employees, representatives, or subcontractors on the Project Site, shall be construed to impose upon Consultant any responsibility for methods of work performance, superintendence, sequencing of construction, or safety conditions at the Project site. Client acknowledges that Client its general contractor or construction manager is solely responsible for job site safety, and warrants and agrees that such responsibility shall be made evident in any Project owner's agreement with the general contractor. Client also agrees to make Consultant an additional insured under any general contractor's general liability insurance policy. Prior to the commencement of the Work, Client shall provide Consultant with a certificate of insurance evidencing the required insurance. Such certificates shall be issued by an insurance carrier(s) acceptable to Consultant and shall be endorsed to include: (1) Consultant as additional insured; and (2) a waiver of subrogation as to Consultant. This insurance shall be primary to any insurance available to Consultant. In the event Consultant expressly assumes any health and safety responsibilities for hazardous materials or other items specified in this Agreement, the acceptance of such responsibility does not and shall not be deemed an acceptance of responsibility for any other health and safety requirements, such as, but not limited to, those relating to excavation, trenching, drilling or backfilling

7. Project Changes. In the event Client, the Project owner, or other party makes any changes in the plans and specifications, Client agrees to hold Consultant harmless from any liability arising out of such changes, and Client assumes full responsibility unless Client has given Consultant prior notice and has received Consultant's written consent for such changes.

8. Ownership of Documents. All reports, boring logs, field data, field notes, laboratory test data, calculations, estimates and other documents prepared by Consultant in connection with this engagement, shall remain the property of Consultant.

9. Termination. This Agreement may be terminated without cause by either party upon thirty (30) days written notice, and at any time by either party if the other party defaults in the performance of any material provision of this Agreement and such default continues for a period of seven (7) days after written notice thereof. In the event of termination, Consultant will be paid for Services performed through the date of termination, plus reasonable termination expenses, including the cost of completing analyses, demobilization, records and reports necessary to document job status at the time of termination.

10. Risk Allocation and Limitation of Liability. To the fullest extent permitted by law, and not withstanding any other provision of this Agreement, the total liability, in the aggregate, of the Consultant, and its officers, directors, partners, employees, agents and sub-consultants, and any of them, to the Client and anyone claiming by, through or under the Client, for any and all claims, losses, costs or damages of any nature whatsoever arising out of, resulting from or in any way related to the Project or the agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract or warranty, express or implied, of the Consultant, and its officers, directors, employees, agents or sub-consultants, or any of them, shall not exceed the total compensation received by the Consultant, for Services provided under this Agreement or \$50,000 whichever is more. Client agrees that Consultant shall not be responsible for the means, methods, procedures performance, site safety of the construction contractors or subcontractors, or for their errors or omissions. Client agrees that the work created pursuant to this Agreement is for the sole and exclusive use of Client and is not for the benefit of any third parties. This Agreement and the Services to be performed hereunder shall in no way be construed as a guarantee of deficient-free construction.

11. Discovery of Unanticipated Hazardous Materials. Client warrants that it has made reasonable efforts to inform Consultant of known or suspected hazardous materials on or near the Project site. The parties acknowledge that hazardous materials may exist at a site where there is no reason to believe they are present. Consultant and Client agree that the discovery of such unanticipated hazardous materials constitutes a changed condition which may require either a renegotiation of the scope of Consultant's Services or termination of such Services or this Agreement. Consultant agrees to notify Client as soon as practicable should hazardous materials be

encountered at the site. Client agrees that in the event of the discovery of hazardous materials at the site it will report such discovery to the proper authorities as required by Federal, State, and local regulations. Client agrees to make the required report at the recommendation of Consultant, or, if unable to do so, authorizes Consultant to make such report. Client also agrees to inform the Project site owner in the event that hazardous materials are encountered at the site. Notwithstanding any other provision of this Agreement, Client waives any claim against Consultant, and to the maximum extent permitted by law, agrees to defend, indemnify, and save Consultant harmless from any claim, liability and/or defense costs for injury or loss arising from the presence of hazardous materials on the Project site, including any costs created by delay of the Project and any costs associated with possible reduction of the property's value. Client is responsible for ultimate disposal of any samples secured by Consultant which are found to be contaminated.

12. Subsurface Conditions. Consultant cannot know or guarantee the exact composition of a site's subsurface, even after conducting a comprehensive exploratory program. Client acknowledges that there is a risk that drilling and sampling may result in contamination of certain subsurface areas. Although Consultant will take reasonable precautions to avoid such an occurrence, Client waives any claim against, and agrees to defend, indemnify and save Consultant harmless from any claim or liability for injury or loss which may arise as a result of subsurface contamination caused by drilling, sampling, or monitoring well installation. Client also agrees to adequately compensate Consultant for any time spent and expenses incurred in defense of any such claim.

13. Insurance. Consultant shall not (1) post a bond, (2) insure, or (3) indemnify Client against losses caused from the acts or omissions of other Contractors or Subcontractors that are not under contract to perform work for Consultant. Client shall require other Contractors and Subcontractors to carry adequate insurance coverage and any performance for Client to insure and indemnify Consultant against claims for damages and to insure compliance or work performance and materials with Project requirements. Client also agrees to make Consultant an additional insured under any general contractor's general liability insurance policy.

14. Resolution of Disputes. The Client shall make no claim for professional negligence, either directly or by way of a cross complaint against the Consultant, unless the Client has first provided the Consultant with a written certification executed by an independent consultant currently practicing in the same discipline as the Consultant and licensed in the State where the Project is located. This certification shall: (a) contain the name and license number of the certifier; (b) specify the acts or omissions that the certifier contends are not in conformance with the standard of care for a consultant performing professional services under similar circumstances; and (c) state in detail the basis for the certifier's opinion that such acts or omissions do not conform to the standard of care. All claims, disputes, controversies or matters in question arising out of, or relating to, this Agreement or any breach thereof, including but not limited to disputes arising out of alleged design defects, breaches of contract, errors, omissions, or acts of professional negligence, (collectively "Disputes") shall be submitted to mediation before and as a condition precedent to pursuing any other remedy. Upon written request by either party to this Agreement for mediation of any dispute, Client and Consultant shall select a neutral mediator by mutual agreement. Such selection shall be made within ten (10) calendar days of the date of receipt by the other party of the written request for mediation. In the event of failure to reach such agreement or in any instance when the selected mediator is unable or unwilling to serve and a replacement mediator cannot be agreed upon by Client and Consultant within ten (10) calendar days, a mediator shall be chosen as specified in the Mediation Rules of the American Arbitration Association then in effect, or any other appropriate rules upon which the parties may agree. Any cause of action brought against Consultant shall be brought within one year of the work or Services performed under this Agreement.

15. Assigns. Client may not assign this Agreement or any right or obligation hereunder without the prior written consent of Consultant, which shall not be unreasonably withheld or delayed; provided, however, that no consent shall be necessary in the event of an assignment to a successor entity resulting from a merger, acquisition or consolidation by either party or an assignment to an Affiliate of either party if such successor or Affiliate assumes all obligations under this Agreement.

16. Non-Solicitation & Hiring of Employees. To promote an optimum working relationship, the Client agrees in good faith not to directly or indirectly employ or otherwise engage any employee of Consultant or any person employed by Consultant within the prior twelve month period without the prior written consent of Consultant. This restriction shall apply during the term of and for a period of one (1) year after the termination of this Agreement. The Client further agrees that loss of any such employee would involve considerable financial loss of an amount that could not be readily established by Consultant. Therefore, in the event that Client should breach this provision and without limiting any other remedy that may be available to Consultant, the Client shall pay to Consultant a sum equal to the employee's current annual salary plus twelve (12) additional months of the employee's current annual salary for training of a new employee as liquidated damages.

17. Governing Law and Survival. The validity of this Agreement, these terms, their interpretation and performance shall be governed by the laws of the State in which the Project is located. If any of the provisions contained in this Agreement are held illegal, invalid, or unenforceable, the enforceability of the remaining provisions will not be impaired. Limitations of liability, indemnification, and non-solicitation & hiring of employees shall survive the termination of this Agreement for any reason. Failure of a party hereto at any time or times to require performance of any provision hereof shall in no manner affect its right at a later time to enforce the same. No waiver by a party of any condition or of any breach of any term contained in this Agreement shall be effective unless in writing and signed by the waiving party, and no waiver in any one or more instances shall be deemed to be a continuing waiver of any such condition or breach in other instance or a waiver of any other condition or breach of any other term.

18. Billing and Payment. Client shall pay Consultant the lump sum amount indicated in the Proposal, or, if no lump sum amount is indicated, in accordance with the schedule of fees or charges as shown in the Proposal or fee schedule. Backup data on billing will not be available unless prior arrangements have been made. Prior to initiation of the Services, Client is required to remit any retainer specified in the Proposal. Thereafter, Consultant will submit to Client invoices for the balance due, which shall be due and payable immediately upon submission. If Client objects to all or any portion of any invoice, Client will so notify Consultant in writing within ten (10) calendar days of the invoice date, identify the cause of disagreement, and immediately pay that portion of the invoice not in dispute. In the absence of written notification described above, the balance as stated on the invoice shall be deemed accepted. Client shall pay an additional charge of one and one-half (1.5) percent per month (or the maximum percentage allowed by law, whichever is lower) on any delinquent amount. Payment thereafter will first be applied to accrued interest and then to the principal unpaid amount. Consultant shall be entitled to recover for all costs and expenses incurred (including any attorney's fees) in connection with collection of any delinquent amount. Fee schedules are periodically revised. Unless otherwise agreed, new rates apply to ongoing work as such rates are issued. Should Consultant be called upon to testify for or on behalf of the Client on matters arising out of or related to the Work, Client shall compensate Consultant for its time at a rate of two times (2x) the Consultant's standard billing rates.

19. Waiver of Jury Trial. Each party waives its right to a jury trial in any court action arising between the parties, whether under this Agreement or otherwise related to the work being performed under this Agreement.

20. Liability for Others. Consultant shall not be responsible for the acts or omissions of the Client, architect, architect's other consultants, contractor, subcontractor, other third parties or their respective agents, employees, assigns, successors, or other persons performing any of the work. Consultant shall promptly notify Client if Consultant becomes aware of any inconsistencies in the Services or information provided by other parties.

21. Delays. Consultant shall not be liable to Client for delays. Client shall indemnify, defend, and hold harmless Consultant from any actions or claims arising from delays.

22. Waiver. No waiver by a party of any condition or of any breach of any term contained in this Agreement shall be effective unless in writing and signed by the waiving party, and no waiver in any one or more instances shall be deemed to be a continuing waiver of any such condition or breach in other instance or a waiver of any other condition or breach of any other term.

23. Enforceability. This Agreement shall be interpreted by the parties in a manner that ensures this Agreement's compliance with applicable local, state, federal, or foreign laws. The parties affirm that this Agreement is a collaborative effort between Client and Consultant, with no single party considered the drafter of this Agreement or having the drafting of this document construed against them.

24. Severability. Should a court find one of the provisions of this Agreement unenforceable, the remaining provisions of this Agreement shall remain in full force and effect.

25. Entire Agreement. To the extent allowed by law, any agreement that is part of the scope of Consultant's Services and incorporated by reference into this Agreement shall be subordinated to the terms and conditions of this Agreement where they conflict. This Agreement shall be interpreted as though prepared by all parties and shall not be construed unfavorably against either party.

ATTACHMENT 1

USER QUESTIONNAIRE

PHASE 1 ESA – USER QUESTIONNAIRE

Providing the following information (if available) to the *environmental professional* (NV5) is one of the requirements to qualify for one of the *Landowner Liability Protections* offered under CERCLA. Missing or incomplete information could result in a determination that “*all appropriate inquiry*” is not complete.

GENERAL INFORMATION

User/Client

Name(s):

Property Name and

Address:

Property Type:

Type of Property

Transaction:

Reason Phase I is

Required:

Site Contact(s):

REQUIRED INFORMATION

The citation at the end of each item (e.g., 40 CFR 312.XX) is the section of EPA’s November 1, 2005 AAI Final Rule which discusses that item.

1. Environmental cleanup liens that are filed or recorded against the site (40 CFR 312.25).

Are you aware of any environmental cleanup liens against the *property* that are filed or recorded under federal, tribal, state or local law?

2. Activity and land use limitations (AULs) that are in place on the site or that have been filed or recorded in a registry (40 CFR 312.26).

Are you aware of any AULs, such as *engineering controls*, land use restrictions or *institutional controls* that are in place at the site and/or have been filed or recorded in a registry under federal, tribal, state or local law?

3. Specialized knowledge or experience of the person seeking to qualify for the LLP (40 CFR 312.28).

As the *user* of this *ESA* do you have any specialized knowledge or experience related to the *property* or nearby properties? For example, are you involved in the same line of business as the current or former *occupants* of the *property* or an adjoining *property* so that you would have specialized knowledge of the chemicals and processes used by this type of business?

4. Relationship of the purchase price to the fair market value of the *property* if it were not contaminated (40 CFR 312.29).

Does the purchase price being paid for this *property* reasonably reflect the fair market value of the *property*? If you conclude that there is a difference, have you considered whether the lower purchase price is because contamination is known or believed to be present at the *property*?

5. Commonly known or *reasonably ascertainable* information about the *property* (40 CFR 312.30).

Are you aware of commonly known or *reasonably ascertainable* information about the *property* that would help the *environmental professional* to identify conditions indicative of releases or threatened releases? For example, as *user*:

(a.) Do you know the past uses of the *property*?

(b.) Do you know of specific chemicals that are present or once were present at the *property*?

(c.) Do you know of spills or other chemical releases that have taken place at the *property*?

(d.) Do you know of any environmental cleanups that have taken place at the *property*?

6. The degree of obviousness of the presence or likely presence of contamination at the property, and the ability to detect the contamination by appropriate investigation (40 CFR 312.31).

As the *user* of this *ESA*, based on your knowledge and experience related to the *property* are there any *obvious* indicators that point to the presence or likely presence of contamination at the *property*?

SIGNATURE

It is understood that the information presented in this form is an integral part of the Phase I ESA process and that NV5 will evaluate and rely on this information in the development of the final Phase I ESA report.

Questionnaire Prepared By:

Print/Type Name:

Title:

Company:

Date:

**OXNARD SCHOOL DISTRICT
AGREEMENT FOR CONSULTANT SERVICES
(MASTER AGREEMENT – MATERIALS TESTING, & SPECIAL INSPECTIONS)**

This Agreement for Consultant Services (“Agreement”) is entered into as of this 13th day of November, 2013 by and between the **Oxnard School District** (“District”), with offices located at 1051 South A Street, Oxnard, CA 93030, and **BTC Labs – Vertical Five** (“Consultant”) with a business address at 1868 Palma Avenue, Suite D, Ventura, CA 93003. District and Consultant are sometimes hereinafter individually referred to as “Party” and hereinafter collectively referred to as the “Parties.”

RECITALS

A. District is authorized by *California Government Code* Section 53060, and Board Policy 4368, to contract with independent contractors for the furnishing of services concerning financial, economic, accounting, engineering, legal, administrative and other matters. District has sought, by issuance of a Request for Qualifications, the performance of certain services, with the precise scope of work to be specified at the time of assignment of work.

B. Following submission of a Statement of Qualifications for the performance of services, Consultant was prequalified by District to perform services on behalf of District that may be assigned, or not assigned, at the District’s sole discretion.

C. The Parties desire to formalize the prequalification of Consultant for performance of services and desire that the terms of that performance be as particularly defined and described herein.

OPERATIVE PROVISIONS

NOW, THEREFORE, in consideration of the mutual promises and covenants made by the Parties and contained herein and other consideration, the value and adequacy of which are hereby acknowledged, the Parties agree as follows:

1. **Incorporation of Recitals and Exhibits.** The Recitals set forth above and all exhibits attached to this Agreement, as hereafter amended, are incorporated by this reference as if fully set forth herein.
2. **Master Agreement.** This Agreement sets forth the basic terms and conditions between District and Consultant. It may be supplemented from time to time with an individual Work Authorization Letter (“WAL”) which shall be considered an amendment to this Agreement, and which shall be subject to all the terms and conditions of this Agreement, and any further terms and conditions as set forth in the WAL.
3. **Scope of Services.** The scope of Services to be assigned to Consultant pursuant to a WAL is further defined in **Exhibit F – Scope of Services**, wherein the general responsibilities of Consultant are described pursuant to the discipline(s) for which the Consultant has been deemed prequalified by District as described in this Agreement.
4. **Agreement, Scope of Work, and Assignment of Projects.** District may, from time to time, and at the sole discretion of District, assign to Consultant specific services to be performed by Consultant (the “Services”) pursuant to a WAL. The WAL assignment procedure and associated forms are set forth in **Exhibit A**, which is attached hereto. This Agreement, together with the WAL, sets forth the terms and conditions pursuant to which Consultant will perform such Services on behalf of District. The WAL

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shall particularize and describe, among other things, such project(s) for which Consultant is to perform Services, such Services to be performed by Consultant at such project(s), the timeline for the performance of such Services, and the compensation to be paid to Consultant for the performance of such Services.

Term of Agreement. Subject to earlier termination as provided below, this Agreement shall remain in effect from November 13, 2013 through November 12, 2018 (the "Term"). This Agreement may be extended only by amendment, signed by the Parties, prior to the expiration of the Term. Such agreement for extension shall be based upon the showing of good and sufficient cause by Consultant that such extension(s) shall be granted. District shall not be obligated to compensate Consultant for any additional costs if such an extension has been granted to this Agreement. Any provision for additional compensation shall be accommodated via the WAL process as indicated in **Exhibit A**.

5. **Time for Performance.** The scope of the Services set forth in the WAL shall be completed during the Term pursuant to the schedule specified in the WAL. If Services indicated in the WAL cannot be completed within the schedule set forth in the WAL, or if the schedule exceeds the Term of this Agreement, it is the responsibility of Consultant to notify District at least ninety (90) days prior to the expiration of either, with a request for a time extension clearly identifying the cause(s) for the failure to complete the Services within the schedule and/or the Term. Should Consultant fail to provide such notice, and/or the Services not be completed pursuant to that schedule or within the Term, Consultant shall be deemed to be in Default as provided below. District, in its sole discretion, may choose not to enforce the Default provisions of this Agreement and may instead allow Consultant to continue performing the Services.
6. **Additional Services.** Additional Services are services in addition to the Services set forth in the WAL that are provided by Consultant pursuant to a written request by District. Additional Services will require a written request or pre-authorization in writing by District following specific approval of such services by the District Board of Trustees. It is understood and agreed that Consultant shall not perform any Additional Services unless and until Consultant receives specific written approval for such Additional Services from the District Board of Trustees. Any modification of the compensation to be paid to Consultant as a result of Additional Services must be specifically approved in writing by the District Board of Trustees. In the event that the District Board of Trustees approves in writing a modification of the compensation, then Consultant shall be paid for such Additional Services pursuant to Section 8, below. However, it is understood and agreed that if the cause of the Additional Services is the sole or partial responsibility of Consultant, its agents, or any subconsultants or other parties under the charge of Consultant, no additional compensation shall be paid to Consultant. If such conditions exist so as to justify Additional Services as indicated above, which require additional compensation or time in order to be performed, it is the sole responsibility of Consultant to submit a request for Additional Services within ten (10) days of Consultant's discovery of such conditions which require Additional Services. It is understood and agreed that if Consultant performs any services that it claims are Additional Services without receiving prior written approval from the District Board of Trustees, Consultant shall not be paid for such claimed Additional Services.
7. **Compensation and Method of Payment.** This Agreement does not guarantee that District will issue a WAL to Consultant nor does this Agreement guarantee any compensation to Consultant. This Agreement does not create any obligation on the part of District to compensate Consultant absent a WAL indicating compensation due to Consultant once Services are performed. Specific compensation and payment amounts, including approved reimbursable expenses, shall be set forth in the WAL. However, it is understood and agreed that the compensation to be paid to Consultant shall not be in excess of or exceed the rates set forth in **Exhibit B** "Compensation".

a. Each month Consultant shall furnish to District an original invoice for all work performed and expenses incurred during the preceding month for Services performed pursuant to a WAL. The invoice shall clearly indicate the assigned project, the approved WAL, and shall detail charges by the following categories: labor (by sub-category), travel, materials, equipment, supplies, and sub-consultant contracts. Sub-consultant charges, if any, shall be detailed by the following categories: labor, travel, materials, equipment and supplies. District shall independently review each invoice submitted by Consultant to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement and the WAL. In the event that no charges or expenses are disputed, the invoice shall be approved and paid according to the terms set forth in subsection b. In the event any charges or expenses are disputed by District, the original invoice shall be returned by District to Consultant for correction and resubmission.

b. Except as to any charges for work performed or expenses incurred by Consultant which are disputed by District, District will use its best efforts to cause Consultant to be paid within forty-five (45) days of receipt of Consultant's correct and undisputed invoice.

c. Payment to Consultant for work performed pursuant to this Agreement and a WAL shall not be deemed to waive any defects in work performed by Consultant.

8. Responsibilities of Consultant:

a. Consultant shall perform all Services as indicated in this Agreement and the WAL to the satisfaction of District.

b. The specific Services of Consultant to be performed shall be indicated in the WAL.

c. Consultant hereby represents and warrants that (a) it is an experienced consultant in the discipline(s) identified in **Exhibit F**, having the skill and the legal and professional ability and the flexibility necessary to perform all of the Services required under this Agreement; (b) it has the capabilities and resources necessary to perform its obligations hereunder; (c) it is familiar with all current laws, rules, regulations and other restrictions which are and may become applicable to the scope of Services under this Agreement, including but not limited to all local ordinances, building codes, and requirements of all Authorities Having Jurisdiction (AHJ) including but not limited to the Division of State Architect (DSA), the Office of Public School Construction (OPSC), the State Facilities Planning Division (SFPD), California Department of Education (CDE), the California Department of General Services (DGS), the Department of Toxic Substances Control (DTSC), the California Environmental Quality Act (CEQA), Title 24 of the California Code of Regulations, the California Education Code, State and Local Fire Authorities, air quality districts, water quality and control boards, and any/all other AHJ; (d) that it will assume full responsibility for all Services performed and all work prepared and furnished to District by its employees, agents, and subconsultants; (e) that it has sufficient financial strength and resources to undertake and complete the Services provided for under this Agreement within the schedule set forth in the WAL; and (f) that it certifies and covenants that all reports, certifications, studies, analyses, and other documents prepared by Consultant shall be prepared in accordance with all applicable laws, rules, regulations, and other requirements in effect at the time of their preparation, or required at their time of submittal to District and or agencies.

d. Consultant shall follow accepted industry standards and practices and comply with all federal, state, and local laws and ordinances applicable to the Services required by this Agreement and the WAL.

9. Responsibilities of District.

- a. District will prepare and furnish to Consultant upon Consultant's request, such information as is reasonably necessary to the performance of the Services required under this Agreement and the WAL. Consultant understands that all information provided to Consultant remains the property of District and shall only be removed from District's possession/premises and/or be photocopied, reproduced, distributed, or otherwise made available to others if such activities are expressly approved in writing by District and/or the Program Manager. Failure to comply with the above requirements shall be reasonable cause for termination of this Agreement, and may subject Consultant to liability for damages to District.
 - b. If needed by Consultant, District shall provide information as to the requirements and educational program for each project assigned by a WAL, including approved budget and schedule limitations.
 - c. District shall facilitate and coordinate cooperation amongst and between District consultants, including but not limited to architects, construction managers, surveyors, geotechnical engineers, inspectors, testing laboratories, hazardous materials specialists, CEQA/DTSC compliance specialists, technology experts, and any other professional consultants District deems necessary to execute the Facilities Implementation Program. Such coordination shall include the distribution of documentation prepared by individual consultants which may be of service to Consultant in the course of completing the Services.
 - d. District shall facilitate and coordinate cooperation amongst and between District staff and Consultant, as required to complete the Services.
 - e. District shall provide for the timely approval and execution of the WALs, Additional Services requests, invoices, and any other documentation that requires District action in order for Consultant to complete the Services.
10. **Suspension.** District may, for any reason or no reason, in District's sole discretion, suspend all or a portion of this Agreement, the WAL, or the Services by giving ten (10) calendar days written notice of suspension to Consultant. In the event such notice is given, Consultant shall cease immediately all work in progress. If District suspends the Services for a period of ninety (90) consecutive calendar days or more and, in addition, if such suspension is not caused by Consultant or the acts or omissions of Consultant, then if the Services are resumed, Consultant's compensation shall be subject to adjustment to provide for actual direct costs and expenses incurred by Consultant as a direct result of the suspension and resumption by District of the Services.
11. **Termination.** This Agreement, the WAL, or the Services may be terminated at any time by mutual agreement of the Parties or by either Party as follows:
- a. District may terminate all or a portion of this Agreement, the WAL, or the Services without cause at any time by giving ten (10) calendar days written notice of termination to Consultant. In the event such notice is given, Consultant shall cease immediately all work in progress; or
 - b. District may terminate all or a portion of this Agreement, the WAL, or the Services for cause in the event of a Default by giving written notice pursuant to Section 15, below; or
 - c. Consultant may terminate this Agreement or the WAL at any time upon thirty (30) calendar days written notice if District fails to make any undisputed payment to Consultant when due and such failure remains uncured for forty-five (45) calendar days after written notice to District.

12. **Similar or Identical Services.** In the event that this Agreement, the WAL, or any of the Services are terminated in whole or in part as provided herein, District may procure, upon such terms and in such manner as District may determine appropriate, services similar or identical to those terminated to complete any unfinished Services or new services as needed by District.
13. **Inspection and Final Acceptance.** District acceptance of any of work or Services, whether specifically in writing or by virtue of payment, shall not constitute a waiver of any of the provisions of this Agreement or the WAL including, but not limited to, indemnification and insurance provisions.
14. **Default.** Failure of Consultant to perform any Services or comply with any provisions of this Agreement or the WAL constitutes a Default. District may terminate all or any portion of this Agreement, the WAL, or the Services for cause in the event of a Default. The termination shall be effective if Consultant fails to cure such Default within thirty (30) calendar days following issuance of written notice thereof by District, or if the cure by its nature takes longer, fails to commence such cure within thirty (30) calendar days from the date of issuance of the notice and diligently prosecutes such cure to the satisfaction of District. If Consultant has not cured the Default, District may hold all invoices and may choose to proceed with payment on said invoices only after the Default is cured to District's satisfaction. In the alternative, District may, in its sole discretion, during the period before Consultant has cured the Default, elect to pay any portion of outstanding invoices that corresponds to Services satisfactorily rendered. Any failure on the part of District to give notice of Consultant's default shall not be deemed to result in a waiver of District's legal rights or any rights arising out of any provision of this Agreement or the WAL.
 - a. In addition to District's termination rights set forth above, District shall have (i) the right to cure Consultant's Default at Consultant's cost, in which case all amounts expended by District in connection with such cure shall accrue interest from the date incurred until repaid to District by Consultant at the rate of ten percent (10%) per annum; and (ii) all other rights and remedies available to District at law and in equity, including, without limitation, an action for damages. District shall have the right to retain unpaid earned balances to offset damages, and/or charge Consultant for all damages above and beyond unpaid balance of WAL.
15. **Ownership of Documents.** All maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents prepared, developed or discovered by Consultant in the course of providing any Services pursuant to this Agreement or the WAL (collectively and individually, the "Documents") shall become the sole property of District and may be used, reused or otherwise disposed of by District without the permission of Consultant. Upon completion, expiration or termination of this Agreement or the WAL, Consultant shall turn over to District all such Documents.
16. **Use of Documents by District.** If and to the extent that District utilizes for any purpose not related to this Agreement or the WAL any Documents, Consultant's guarantees and warranties related to Standard of Performance under this Agreement or the WAL shall not extend to such use of the Documents.
17. **Consultant's Books and Records.** Consultant shall maintain any and all documents and records demonstrating or relating to Consultant's performance of Services pursuant to this Agreement or the WAL for a minimum of four years after termination or expiration of this Agreement and the WAL, or longer if required by law. Such records shall include at minimum a detailed record of daily performance, staff time records, subconsultants time records, documentation of all costs incurred by Consultant that were billed to District, and detailed records of all Consultant fees, overhead, and profit on earned amounts.

- a. Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, or other documents or records evidencing or relating to work, services, expenditures and disbursements charged to District pursuant to this Agreement or the WAL for a minimum of four years, or longer if required by law, all in accordance with generally accepted accounting principles and with sufficient detail so as to permit an accurate evaluation of the Services provided by Consultant pursuant to this Agreement or the WAL.
 - b. Any and all such records or documents shall be made available for inspection, audit and copying, at any time during regular business hours, upon request by District or its designated representative. Copies of such documents or records shall be provided directly to District for inspection, audit and copying when it is practical to do so; otherwise, unless an alternative is mutually agreed upon, such documents and records shall be made available at Consultant's address indicated for receipt of notices in this Agreement.
 - c. District has the right to acquire custody of such records by written request if Consultant decides to dissolve or terminate its business. Consultant shall deliver or cause to be delivered all such records and documents to District within sixty (60) days of receipt of the request.
18. **Independent Contractor.** Consultant is retained as an independent contractor and is not employed by District. No employee or agent of Consultant shall become, or be considered to be, an employee of District for any purpose. It is agreed that District is interested only in the results obtained from the Services under this Agreement and the WAL and that Consultant shall perform as an independent contractor with sole control of the manner and means of performing the Services required under this Agreement and the WAL. Consultant shall complete this Agreement and the WAL according to its own methods of work which shall be in the exclusive charge and control of Consultant and which shall not be subject to control or supervision by District except as to results of the Services. Consultant shall provide all of its own supplies, equipment, facilities, materials, manpower, and any/all other resources that may become necessary in the course of completing the Services. It is expressly understood and agreed that Consultant and its employees shall in no event be entitled to any benefits to which District employees are entitled, including, but not limited to, overtime, retirement benefits, insurance, vacation, worker's compensation benefits, sick or injury leave or other benefits. Consultant will be responsible for payment of all of Consultant's employees' wages, payroll taxes, employee benefits and any amounts due for federal and state income taxes and Social Security taxes since these taxes will not be withheld from payments under this Agreement or the WAL.
- a. The personnel performing the Services under this Agreement and the WAL on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Consultant, its agents or employees shall not at any time or in any manner represent that Consultant or any of Consultant's officers, employees, or agents are in any manner officials, officers, employees or agents of District.
 - b. Consultant shall have no authority to bind District in any manner, or to incur any obligation, debt or liability of any kind on behalf of or against District, whether by contract or otherwise, unless such authority is expressly conferred in writing by District, or under this Agreement.
19. **Standard of Performance.** Consultant represents and warrants that it has the skill, qualifications, experience and facilities necessary to properly perform the Services required under this Agreement and the WAL in a thorough, competent and professional manner. Consultant represents and warrants that its employees and subcontractors have all legally required licenses, permits, qualifications and approvals necessary to perform the Services and that all such licenses and approvals shall be maintained throughout the term of this Agreement and the WAL. Consultant shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all Services

described herein and the WAL. In meeting its obligations under this Agreement and the WAL, Consultant shall employ, at a minimum, the standard of care utilized by persons engaged in providing services similar to those required of Consultant under this Agreement and the WAL for California school districts in or around the same geographic area of District (the “Standard of Performance”).


20. **Confidential Information.** All information gained during performance of the Services and all Documents or other work product produced by Consultant in performance of this Agreement and the WAL shall be considered confidential (“confidential information”). Consultant shall not release or disclose any such confidential information, Documents or work product to persons or entities other than District without prior written authorization from the Superintendent of District and/or Program Manager, except as may be required by law. Confidential information does not include information that: (i) Consultant had in its possession prior to considering entering into this Agreement; (ii) becomes public knowledge through no fault of Consultant; (iii) Consultant lawfully acquires from a third party not under an obligation of confidentiality to the disclosing party; or (iv) is independently developed by Consultant without benefit of the information provided by District. In connection with confidential information:

a. Consultant shall promptly notify District if it is served with any summons, complaint, subpoena or other discovery request, court order or other request from any party regarding this Agreement or the WAL or the Services performed hereunder or the WAL.

b. District retains the right, but has no obligation, to represent Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with District and to provide District with the opportunity to review any response to discovery requests provided by Consultant; provided that this does not imply or mean the right by District to control, direct, or rewrite said response.

21. **Conflict of Interest; Disclosure of Interest.** Consultant covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of District or which would in any way hinder Consultant’s performance of the Services under this Agreement or the WAL. Consultant further covenants that in the performance of this Agreement and the WAL, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of District. Consultant agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of District in the performance of this Agreement and the WAL.


a. Bylaws of the Board 2030(A) E, 2030(B) E and 2030(C) E, as hereinafter amended or renumbered, require that a consultant that qualifies as a “designated employee” must disclose certain financial interests by filing financial interest disclosures. By its initials below, Consultant (i) represents that it has received and reviewed a copy of the Bylaws of the Board 2030(A) E, 2030(B) E and 2030(C) E and that it does does not qualify as a “designated employee”; and (ii) agrees to notify District, in writing, if Consultant believes that it is a “designate employee” and should be filing financial interest disclosures, but has not been previously required to do so by District.

 (Initials)

22. **Compliance with Applicable Laws.** In connection with the Services and its operations, Consultant shall keep itself informed of and comply with all applicable federal, state and local laws, statutes, codes, ordinances, regulations and rules including, but not limited to, minimum wages and/or prohibitions against discrimination, in effect during the Term. Consultant shall obtain any and all licenses, permits and authorizations necessary to perform the Services. Neither District, nor any

elected or appointed boards, officers, officials, employees or agents of District shall be liable, at law or in equity, as a result of any failure of Consultant to comply with this section.

a. Without limiting the generality of the foregoing, Consultant, unless exempted, shall comply with the requirements of Education Code Section 45125.1 with respect to fingerprinting of employees who may have contact with District's pupils. Consultant must complete District's certification form, attached herein as Exhibit E, prior to any of Consultant's employees coming into contact with any of District's pupils. Consultant also agrees to comply with all other operational requirements of District, as may be revised from time to time, including but not limited to any obligations relating to vaccination or testing for infectious diseases.

 (Initials)

23. **Unauthorized Aliens.** Consultant hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. §§ 1101, et seq., as amended, and in connection therewith, shall not employ "unauthorized aliens" as that term is defined in 8 U.S.C.A. §1324a(h)(3). Should Consultant so employ such individuals for the performance of work and/or Services covered by this Agreement or the WAL, and should any liability or sanctions be imposed against District for such employment, Consultant hereby agrees to and shall reimburse District for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by District.
24. **Non-Discrimination.** Consultant shall abide by the applicable provisions of the United States Civil Rights Act of 1964 and other provisions of law prohibiting discrimination and shall not discriminate, in any way, against any person on the basis of race, color, religious creed, national origin, ancestry, sex, sexual orientation, age, physical handicap, medical condition or marital status in connection with or related to the performance of this Agreement or the WAL.
25. **Disabled Veteran Business Enterprise Participation.** Pursuant to Education Code section 17076.11, District has a participation goal for disabled veteran business enterprises (DVBES) of at least three (3) percent, per year, of funds expended each year by District on projects that use funds allocated by the State Allocation Board pursuant to the Leroy F. Greene School Facilities Act. Unless waived in writing by District, Consultant shall provide proof of DVBE compliance, in accordance with any applicable policies of District or the State Allocation Board, within thirty (30) days of its execution of this Agreement
26. **Assignment.** The expertise and experience of Consultant are material considerations for this Agreement and the WAL. District has an interest in the qualifications of and capability of the persons and entities that will fulfill the duties and obligations imposed upon Consultant under this Agreement and the WAL. In recognition of that interest, Consultant shall not assign or transfer this Agreement or any portion of this Agreement or any portion of the WAL or the performance of any of Consultant's duties, Services or obligations under this Agreement or the WAL without the prior written consent of District and approved by District's Board of Trustees. Any attempted assignment shall be ineffective, null and void, and shall constitute a material breach of this Agreement and the WAL entitling District to any and all remedies at law or in equity, including summary termination of this Agreement and the WAL.
27. **Subcontracting.** Notwithstanding the above, Consultant may utilize subcontractors in the performance of its duties pursuant to this Agreement and the WAL, but only with the prior written consent of District. Consultant shall be as fully responsible to District for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by Consultant's subcontractors, as if the acts and omissions were performed by Consultant directly.


28. **District Administrator.** Lisa Franz shall be in charge of administering this Agreement on behalf of District, (the “Administrator”) provided that any written notice or any consent, waiver or approval of District must be signed by the Superintendent or a designated employee of District to be valid. The Administrator has completed **Exhibit D** “Conflict of Interest Check” attached hereto.

29. **Continuity of Personnel.** Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant’s staff and subcontractors consistent with the staff proposed as part of the Statement of Qualifications, if any, assigned to perform Services under this Agreement and the WAL.

a. Consultant shall provide District and the Administrator a list of all personnel and subcontractors providing Services and shall maintain said list current and up to date at all times during the Term. The list shall include the following information: (1) all full or part-time staff positions by title, including volunteer positions whose direct services are required to provide the Services; (2) a brief description of the functions of each such position and the hours each position works each week or, for part-time positions, each day or month, as appropriate; (3) the professional degree, if applicable, and experience required for each position; and (4) the name of the person responsible for fulfilling the terms of this Agreement and the WAL.

30. **Indemnification.** To the fullest extent permitted by law, Consultant shall defend and indemnify District and its officials, elected board members, employees and agents (“Indemnified Parties”) from and against all claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, its officers, employees, consultants, subcontractors, or agents, pursuant to this Agreement and/or the WAL, but not for any loss, injury, death or damage caused by the active negligence or willful misconduct of any of the Indemnified Parties.

a. Consultant agrees to obtain executed indemnity agreements with provisions identical to the above from each and every subcontractor retained or employed by Consultant in the performance of this Agreement and the WAL. Failure of District to monitor compliance with these requirements imposes no additional obligations on District and will in no way act as a waiver of any rights hereunder. Consultant’s obligation to indemnify and defend District as set forth above is binding on the successors, assigns or heirs of Consultant and shall survive the termination of this Agreement and the WAL.

 (Initials)

31. **Insurance.** Consultant agrees to obtain and maintain in full force and effect during the term of this Agreement the insurance policies set forth in **Exhibit C** “Insurance” and made a part of this Agreement. All insurance policies shall be subject to approval by District as to form and content. These requirements are subject to amendment or waiver if so approved in writing by the District Superintendent.

32. **Notices.** All notices required or permitted to be given under this Agreement or the WAL shall be in writing and shall be personally delivered, or sent by telecopier or certified mail, postage prepaid and return receipt requested, addressed as follows:

To District: Oxnard School District
1051 South A Street
Oxnard, California, 93030
Attention: Lisa Cline
Assistant Superintendent, Business & Fiscal Services
Re: [Insert Project Name]

With electronic copy to: Caldwell Flores Winters, Inc.
Oxnard School District Program Manager
6425 Christie Ave., Suite 270
Emeryville, California 94608
Attention: Yuri Calderon
T: 510-596-8170
Email: ycalderon@cfwinc.com

To Consultant: BTC Labs – Vertical Five
1868 Palma Drive, Suite A
Ventura, CA 93003
Attention: Scott Moors
T: (805) 656-6074
Email: scott.moors@nv5.com

All notices, demands, or requests to be given under this Agreement or the WAL shall be given in writing and conclusively shall be deemed received when delivered in any of the following ways: (i) on the date delivered if delivered personally; (ii) on the date sent if sent by facsimile transmission and confirmation of transmission is received; (iii) on the date it is accepted or rejected if sent by certified mail; and (iv) the date it is received if sent by regular United States mail.

33. **Excusable Delays.** Neither Party will be liable to the other for unanticipated delays or failures in performance resulting from causes beyond the reasonable control of that Party, including, but not limited to, acts of God, labor disputes or disturbances, material shortages or rationing, riots, acts of war, governmental regulations, communications or utility failures, or casualties; provided that the delayed Party: (i) gives the other Party prompt written notice of such cause; and (ii) uses its reasonable efforts to correct such failure or delay in its performance. The delayed Party's time for performance or cure under this section will be extended for a period equal to the duration of the cause or sixty (60) days, whichever is less.
34. **Entire Agreement; Binding Effect.** This Agreement including Exhibits hereto, contains the entire understanding of the Parties, and supersedes all other written or oral agreements. Consultant shall be entitled to no other benefits other than those specified herein. No changes, amendments or alternations shall be effective unless in writing and signed by both Parties and approved by District's Board of Trustees. Consultant specifically acknowledges that in entering into this Agreement, Consultant relied solely upon the provisions contained in this Agreement and no others. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the Parties.
35. **Amendment.** No changes, amendments to or modifications of this Agreement or the WAL shall be valid, effective or binding unless made in writing and signed by both Parties and approved by the District's Board of Trustees. The Parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.
36. **Waiver.** Waiver by any Party of any term, condition, or covenant of this Agreement or the WAL shall not constitute a waiver of any other term, condition, or covenant. Waiver by any Party of any breach of the provisions of this Agreement or the WAL shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement or the WAL. None of the provisions of this Agreement or the WAL shall be considered waived by either Party unless such waiver is specifically specified in writing. Neither District's review, approval of, nor payment for, any of the Services required under this Agreement or the WAL shall be construed to operate as a waiver of

any rights under this Agreement or the WAL, and Consultant shall remain liable to District in accordance with this Agreement and the WAL for all damages to District caused by Consultant's failure to perform any of the Services to the Standard of Performance. This provision shall survive the termination of this Agreement and the WAL.

- 37. **Governing Law.** This Agreement and the WAL shall be interpreted, construed and governed according to the laws of the State of California. With respect to litigation involving this Agreement, the WAL or the Services, venue in state trial courts shall lie exclusively in the County of Ventura, California.
- 38. **Severability.** If any term, condition or covenant of this Agreement or the WAL is declared or determined by any court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement and the WAL shall not be affected thereby and the Agreement and WAL shall be read and construed without the invalid, void or unenforceable provision(s).
- 39. **Authority to Execute.** The person or persons executing this Agreement on behalf of Consultant represents and warrants that he/she/they has/have the authority to so execute this Agreement and to bind Consultant to the performance of its obligations hereunder.

IN WITNESS WHEREOF, District and Consultant have executed and delivered this Agreement for consultant services as of the date first written above.

OXNARD SCHOOL DISTRICT:

BTC LABS - VERTICAL FIVE:

Lisa A. Franz
Signature

Scott Moors
Signature

Lisa A. Franz, Director, Purchasing
Typed Name/Title

SCOTT MOORS / President
Typed Name/Title

11-20-13
Date

10-30-2013
Date

Tax Identification Number: 95-6002318

Tax Identification Number: ~~95~~ 27-1979620

- Not Project Related
 Project #13-154

EXHIBIT A
TO AGREEMENT FOR CONSULTANT SERVICES #13-154

WORK AUTHORIZATION PROCEDURES

1. Assignment of Work Authorization

- 1.1. **Request For Proposal (RFP):** At the sole discretion of District, one or more prequalified professional services consultants shall be solicited with a Request For Proposal (“RFP”) for a specific lump sum fixed fee proposal for defined Services to be complete within a defined timeline. For a proposal to be valid it must clearly acknowledge the complete Services requested by District and must include a lump sum fixed fee amount to complete all defined Services, a clearly defined schedule for completion of Services which meets the required timeline defined by District and shows final completion to occur within the Term of this Agreement.
- 1.2. **Evaluation of Proposal:** District’s Program Manager, in consultation with District, shall review each proposal for validity, accuracy, competitiveness, and overall quality of the Services proposed to be performed. In the case where more than one firm is solicited for a scope of defined Services, the Program Manager shall evaluate each proposal thoroughly based on predetermined, objective criteria to ensure a just and fair review of all proposals.
- 1.3. **Selection of Consultant:** Following evaluation of proposals, the consultant whose proposal exhibits the best value for the benefit of District shall be recommended to the Superintendent for approval.
- 1.4. **Work Authorization Letter (WAL):** With the approval of the District Superintendent, the Program Manager shall issue a Work Authorization Letter (“WAL”) to the selected consultant to perform the defined Services as indicated in the RFP, for the lump sum fixed fee amount reflected in the proposal, with all Services to complete within the timeline indicated in the RFP, and the Term set forth in this Agreement. District retains the right to negotiate all terms of the WAL subsequent to the receipt of proposal(s) in order to clarify the scope of Services, and/or make any adjustments to the fee amount and required schedule prior to issuance of the WAL. The WAL shall be considered a binding agreement, and amendment to this Agreement, once executed by Consultant, approved by the District Board of Trustees, and executed by the Superintendent.
- 1.5. **Performance of Services Set Forth in the WAL:** Performance of Services set forth in the WAL shall not commence until final approval by the District Superintendent and Board of Trustees, unless expressly authorized by the District Superintendent and Program Manager. During the course of completing the Services, Consultant shall comply will all provisions of this Agreement and the WAL. All Services set forth in the WAL shall be completed within the schedule set forth in the WAL.
- 1.6. **Close Out of WAL Services:** Upon completion of all Services required by the WAL, Consultant shall submit all required close-out documentation, certifications, records, reports, warranties, and any other information required or requested by District prior to submitting Consultant’s invoice for final payment.
- 1.7. **WAL Form:** See next page for sample Work Authorization Letter.

Not Project Related

Project #13-154

WORK AUTHORIZATION LETTER (WAL)	
GENERAL INFORMATION	
PROJECT #:	DATE:
SITE NAME:	DSA #:
MASTER AGREEMENT #:	OPSC #:
WAL #:	VENDOR ID:
PURSUANT TO MASTER AGREEMENT BETWEEN:	
DISTRICT	CONSULTANT
OXNARD SCHOOL DISTRICT 1051 South A. St. Oxnard , CA 93030 (805) 385-1501	Firm Name: Street: City, State, Zip: Phone:
SCOPE OF SERVICES TO BE PERFORMED UNDER THIS WAL	
(ATTACH ADD'L PAGES AS NECESSARY)	
SCHEDULE OF SERVICES TO BE PERFORMED UNDER THIS WAL	
START DATE:	COMPLETION DATE:
FIXED FEE AMOUNT: _____	
<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) _____	(SIGNATURE) _____
(DATE) _____	(DATE) _____
FOR DISTRICT USE ONLY	
PROJECT MANAGER:	PREPARED BY:
PO #:	PO AMOUNT:
SOURCE OF FUNDS: <input type="checkbox"/> MEASURE "R" <input type="checkbox"/> DEF. MAINT. <input type="checkbox"/> DEV. FEES <input type="checkbox"/> OTHER: _____	
COST ID:	
(PM APPROVAL SIGNATURE) _____	(DATE) _____
SPECIAL INSTRUCTIONS:	

Not Project Related

Project #13-154

EXHIBIT B
TO AGREEMENT FOR CONSULTANT SERVICES #13-154

COMPENSATION & RATE/FEE SCHEDULE

I. The following rates of pay shall apply in the performance of the Services under this Agreement and the WAL:

MATERIALS TESTING & SPECIAL INSPECTIONS FEE SCHEDULE

I. PROFESSIONAL, TECHNICAL, & SUPPORT STAFF

(Hourly rates unless otherwise indicated. Charges are portal-to-portal from/to BTC Labs)

A. Professional Staff	Standard
Principal Engineer/Geologist/Consultant	\$180
Senior Engineer/Geologist/Consultant (PE, CEG)	\$155
Project Engineer/Geologist/Consultant/Manager	\$130
Staff Engineer/Geologist/Consultant	\$105

B. Field Sampling, Inspection & Testing	Prevailing Wage	Standard
Special (Deputy) Inspector <i>(Concrete, P/T Concrete, Masonry, Welding, Bolting, Fireproofing)</i>	\$86	\$78
Concrete/Asphalt Batch Plant Inspection	\$86	\$78
ACI Concrete Technician	\$86	\$74
Senior Technician* <i>(Soil/Asphalt/Special Testing)</i>	\$88	\$78
Mechanical/Electrical Inspector	\$92	\$90
Roofing/Waterproofing Inspector	\$95	\$85
Nondestructive Exam/Testing (UT/Mag Part./Dye Pen.)	\$92	\$84
Trip Charge (within 25 radius of Lab; if >25 mi. hourly + mileage)		\$30

* Services such as: density by nuclear gauge, Schmidt Hammer readings, pachometer survey, torque tests and pull tests are performed by Senior Technicians

C. DSA / OSPIID Inspection & Testing	Prevailing Wage / Standard
Project Inspector / IOR, DSA Class I	\$110
Project Inspector / IOR, DSA Class II/III	\$95
DSA Masonry / Shotcrete Inspection	\$90
DSA Form 5 (Inspector Qualifications)	\$45 ea.
Special Inspection Verified Report (SIVR/VR)	\$185 (min.) ea.
Laboratory / Geotechnical Verified Report	\$385 (min.) ea.

D. Sample Pickup & Delivery, Mileage	Prevailing Wage	Standard
Sample Pickup (<25mi. radius of Lab) – plus applicable unit price	\$55/hr	
Field Equipment & Supply Delivery (1 hr min)		\$55/hr
Saturday Pickup (hourly, 4 hr minimum, plus mileage)		\$75 /hr
Mileage – Field Vehicle (\$30/day minimum charge)		\$0.60/mi
Mileage – Coring Truck		\$0.70/mi

See Unit Prices for pickup charges of cylinders, prisms, panels, etc.

E. Support Staff & Special Services

	Prevailing Wage	Standard
Laboratory Technician		\$85
File Search, Reissue of Report		\$45 (min.)
Certified Payroll Admin. (0.5 hr min./wk)		\$80
Court Appearance and Depositions (4 hr min)		\$295
Drafting/CADD		\$70
Clerical		\$60

II. MATERIALS AND EQUIPMENT

A. Equipment	Rate
1. Air Meter (Concrete)	\$45/day
2. Calibrated Ram (Pull test)	\$75/day
3. Ceiling Wire Dead-Weight Equip.	\$110/day
4. Concrete Relative Humidity Meter	\$265/day
5. Concrete Slab Moisture Emission Kit	\$55/ea
6. Floor Flatness (plus labor – 4hr min)	\$550/day
7. Generator	\$65/day
8. Ground Penetrating Radar (GPR) – (plus labor – 4 hr min)	\$385/day
9. Magnetic Particle Equipment & Consumables	\$50/day
10. Nuclear Gauge	\$25/day
11. Pachometer (Rebar) Survey Equipment	\$85/day
12. Schmidt Hammer	\$35/day
13. Skidmore Wilhelm, per day	\$75/day
14. Torque Wrench (Large), per day	\$50/day
15. Torque Wrench (Small), per day	\$15/day
16. Ultrasonic Equipment & Consumables	\$60/day
17. Vehicle – Field Truck	\$55/day

B Diamond Coring (min. charge – field time w/travel + 1 hr. mob./demob.)

1. Machine, truck & 1 operator (accessible flatwork only)	\$190/hr	\$150/hr.
2. Machine, truck, operator and helper	\$275/hr	215/hr.
3. Coring Bit Charge		\$2/inch
4. Coring truck mileage (portal to portal)		\$0.70/mi
5. Traffic Control		Per Quote

Not Project Related

Project #13-154

III. LAB TESTS: AGGREGATE & SOIL

A Soils - Geotechnical

1. Atterberg Limits (LL and PL) - ASTM D4318, CTM 204	\$ 142
2. Consolidation (Incremental Loading) - ASTM D2435	\$ 315
3. Direct Shear, remolded sample - ASTM D3080	\$ 285
4. Direct Shear, undisturbed (ring) sample - ASTM D3080	\$ 235
5. Expansion Index - ASTM D4829	\$ 158
6. Hydrometer analysis (without specific gravity) - ASTM D422	\$ 132
7. Permeability, Constant Head - remolded - ASTM D2434, CT 220	\$ 360
8. pH (soil) - ASTM D4972	\$ 35
9. Resistivity - ASTM G57	\$ 60
10. Resistivity (Minimum), includes pH - CTM 643	\$ 155
11. Soil Cement - Moist.-Dens. or Sample Prep set of 3 - ASTM D558	\$ 240
12. Soil Cement - Wet-Dry Durability - ASTM D559	\$ 1100
13. Soil Cement - Compressive Strength - ASTM D1633	\$ 60
14. Soil Classification - ASTM D2488 - Visual-Manual	\$ 24
15. Soluble Chloride (soils)	\$ 75
16. Soluble Sulfate (soils)	\$ 75
17. Unconfined compression on prepared specimens	\$ 95

B Particle Size Analysis

18. Sand equivalent (ASTM 2419, CTM 217)	\$ 110
19. Sieve #200 wash only (ASTM D1140, CTM 202)	\$ 65
20. Sieve (coarse or fine only, no wash - ASTM C136, CTM 202)	\$ 85
21. Sieve (coarse & fine w/ wash - ASTM C136, CTM 202)	\$ 105
22. Sieve w/ Hydrometer (ASTM D422, CTM 203, no specific grav.)	\$ 165

C Moisture Density Relationship

23. Max. Density-Opt. Moisture (4 in. mold) - ASTM D1557, D698	\$ 175
24. Max. Density-Opt. Moisture (6 in. mold) - ASTM D1557, D698	\$ 195
25. Max. Density-Opt. Moist. w/ Rock Corr. - ASTM D1557, D4718	\$ 295
26. Maximum Density Checkpoint (4 in. mold)	\$ 65
27. Moisture & Dry Density (ring samples)	\$ 20
28. Moisture determination (aggregate samples)	\$ 35
29. Caltrans Relative Compaction (Wet Density) - CTM 216	\$ 225

D Aggregate, Soil & Rock

30. Abrasion Resistance by LA Rattler - ASTM C131, CTM 211	\$ 165
31. Absorption, sand or gravel - ASTM C127, C128	\$ 60
32. California bearing ratio (CBR) with expansion - ASTM D1883	\$ 365
33. California bearing ratio (CBR) at 95% (3 points) - ASTM D1883	\$ 585
34. Cement Treated Base (CTB), compact, cure & test	\$ 225
35. Cement Treated Base - compression (make, cure, test 3 spec)	\$ 565
36. Cement Treated Base - stability	\$ 525
37. Clay lumps and friable particles, per primary size - ASTM C142	\$ 115
38. Cleanness Test - CTM 227	\$ 128
39. Crushed particles, per primary size	\$ 165
40. Durability Index (\$120 per size fraction) - CTM 229	\$ 215
41. Fine Aggregate Angularity - AASHTO T304	\$ 175
42. Flat & Elongated Particles (per bin size) - ASTM D4791	\$ 190
43. Lightweight pieces, per size fraction - ASTM C123	\$ 400
44. Lime content of treated materials (by titration)	
a. Lime content curve determination, for each material	\$ 395
b. Lime content, including untreated control sample	\$ 145
45. Mortar making properties of Sand - ASTM C87	\$ 360
46. Mortar Properties - CTM 515	\$ 410
47. Organic Impurities - ASTM C40	\$ 75
48. Petrographic Analysis of Gravel - ASTM C295 (single grading)	\$ 450
49. Petrographic Analysis of WC Sand - ASTM C295 (pre-graded)	\$ 850
50. Potential Reactivity Test - ASTM C289 Chemical Method	\$ 495
51. Potential Reactivity - ASTM C227 Mortar Bar Method (3 month)	\$ 785
Each additional month	\$ 118
52. Potential Reactivity Test - ASTM C1260 Rapid Method	\$ 589
53. Potential Reactivity - ASTM C1293 Mortar Bar w/ Pozz. (12 month)	\$ 1600
Extend to 24-months add (C1293 requires Sp. Grav. & Unit Weight)	\$ 800
54. Potential Reactivity Test - ASTM C1567 Rapid-Cement Combo	\$ 760
55. 'R' Value (HVEEM) (Treated material by quote)	\$ 270
56. Rip Rap, Slope Protection, Quarry Stone Acceptance	Per Quote
57. Specific gravity w/ absorption - coarse (ASTM C127, CTM 206)	\$ 100
58. Specific gravity w/ absorption - fine (ASTM C128, CTM 207)	\$ 125
59. Sulfate Soundness, 5 cycle test per primary size - ASTM C88	\$ 325
60. Uncompacted Void Content of Fine Aggregate - AASHTO T304	\$ 145
61. Unit weight - ASTM C29	\$ 72

IV. LAB TESTS: CEMENT, CONCRETE, & MASONRY

A Cement

1. Alkali content of Portland Cement	Per Quote
2. Grab sample (CCR Title 24) includes 1 year storage	\$ 48
3. Testing individual samples of cement, ASTM C150	Per Quote

B Concrete

1. Cement content of hardened concrete - ASTM 1085	\$ 550
2. Concrete compression: 6x12 cylinders - ASTM C39:	\$ 25
3. Concrete compression: 4x8 cylinders - ASTM C39:	\$ 20
4. Concrete cylinder pickup: 6x12 (>25mi. radius of Lab add hourly pickup rate)	\$ 9.50
5. Concrete cylinder pickup: 4x8 (>25mi. radius of Lab add hourly pickup rate)	\$ 7.50
6. Concrete cylinder mold (w/ lid - spare)	\$ 5
7. Concrete core compression test - ASTM C42	\$ 35
8. Concrete Trial Batch (includes 6 compression tests)	\$765
9. Concrete Mix Design Review (excludes testing & revisions)	\$230
10. Concrete mix proportion revision	\$150
11. Density of concrete cylinder (unit weight)	\$64
12. Drying shrinkage - ASTM C157 (set of 3, 5 ages)	\$495
13. End preparation of cores, diamond sawing, per cut	\$15
14. Flexural beam pick-up (>25mi. radius of Lab add hourly pickup rate)	\$38 ea
15. Flexural strength, 6"x6" beam - ASTM C78 & C293	\$78
16. Shotcrete/Gunite core compression test (not including coring)	\$35
17. Coring of Shotcrete/Gunite panel in laboratory, each core	\$50
18. Shotcrete/Gunite panel pick-up (>25mi. radius of Lab add hourly pickup rate)	\$38
19. Lab. trial batch, not including specimen tests - ASTM C192	Per Quote
20. Lightweight, insulating concrete compress, 4 req. - ASTM C495	\$50
21. Lightweight insulating concrete unit weight (oven dry)	\$95
22. Modulus of elasticity, 6"x12" cylinder - ASTM C469	\$215
23. Petrographic analysis of hardened concrete - ASTM C856	Per Quote
24. Poisson's Ratio on 6"x12" cylinders - ASTM C469	Per Quote
25. Splitting tensile - ASTM C496	\$75
26. Non-Shrink (Dry-Pack) Grout - 2"x2"x2"; set of 3	\$96

C Masonry

1. Absorption - brick, 5 required - ASTM C67	\$ 75
2. Absorption - masonry unit, 3 required - ASTM C140	\$ 45
3. Compressive strength, brick, 5 required - ASTM C67	\$ 45
4. Compression - masonry core	\$ 35
5. Compression - masonry prisms 8"x 8" - ASTM E447 (other sizes by quote - may require cutting charge)	\$ 145
6. Compression - masonry unit, 3 required - ASTM C140 (requires absorption/unit weight tests for Net Area)	\$ 65
7. Dimensions - masonry unit, 3 required	\$ 40
8. Masonry Prism Pickup	\$ 29
9. Masonry Unit Acceptance Test - ASTM C140 (includes absorption, compression, dimensions, unit weight)	\$ 585
10. Compression test, grout specimens	\$ 30
11. Compression test, mortar specimens	\$ 25
12. Diamond sawing of masonry specimens, if required (minimum)	\$ 24
13. Efflorescence, first unit @ \$125, each additional @	\$ 54
14. Linear shrinkage, masonry unit, 3 required - ASTM C426	\$ 98
15. Modulus of rupture, brick, 5 required - ASTM C67	\$ 42
16. Moisture content - masonry unit (as received), 3 req'd - ASTM C140	\$ 42
17. Shear test on masonry core - CBC 2105A.4	\$ 85
18. Tensile test on masonry block	\$ 190
19. Unit weight, masonry unit, 3 required - ASTM C140	\$ 45
20. Visual Examination & Photo-document Core - CBC 2105A.4	\$ 35

V. LAB TESTS: REINFORCING & STRUCTURAL STEEL

A General Testing

1. Processing mill certification (each size & heat)	\$18 ea.
2. Rockwell or Brinell Hardness, average of three readings	\$24 ea.
3. Zinc coating, each item (includes Haz Mat Fee)	\$187

B Reinforcing Steel

1. Deformation, reinforcing steel	\$40
2. Pre-stress, strand or wire, tensile & elongation	Per Quote
3. Proof test on post-tension assembly	Per Quote
4. Bend Test (rebar)	\$45
5. Tensile test (rebar), up to & including #8	\$45
6. Tensile test (rebar) #9, #10, #11	\$60
7. Tensile test (rebar) #14, #18	\$160
8. Rebar Mechanical Coupler (Tension) Test (up to #11 bar)	\$125

Not Project Related

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C. Structural Steel

1. Cutting & machining charges	cost + 15%
2. Bend test, structural, all sizes	\$55
3. Tensile test, structural, <3/4" cross-section (cutting & machining extra)*	\$75
4. Tensile test, structural, >3/4" cross-section (cutting & machining extra)*	\$95
5. Flattening test of pipe	\$42

*Tensile and yield by percent offset, add \$85

D. High Strength Bolts

1. DSA-Certified High Strength Bolt Set ea. (Bolt, Nut, & Washer)	\$ 335
2. Bolts - proof load (non-DSA)	\$ 45
Bolts - ultimate load	\$ 65
Bolts - hardness	\$ 35
3. Nuts - proof load	\$ 45
Nuts - hardness	\$ 35
4. Washers - hardness	\$ 35

F. Welding Procedure and Welder Qualification Tests

<i>Coupon thickness (mild steel only)</i>		<i>to 3/8"</i>	<i>over 3/8"</i>
1. Fracture bend (fillet)		\$45	
2. Macroetch	\$55 ea.		
3. Free bend		\$65	
4. Nick break	\$45 ea.	\$35	
5. Side, face or root bend	\$28 ea.	\$35	
6. Tensile	\$40 ea.	\$50	
7. Welder Qualification Records		\$115	

Includes evaluation of test specimens and preparation of Stamped

Welder/Procedure Qualification Records per applicable code

**Welder qualification examinations are given in our laboratory or at fabricator's shop with 4-hour minimum witnessing charge.*

***Fees listed are for tests only. Sample preparation, coupon machining, etc., will be charged at applicable hourly lab rates and cost plus 15%, for Outside Direct Costs.*

VI. MISCELLANEOUS CONSTRUCTION MATERIALS TESTS

1. Calibration Certificates	Per Quote
2. Density of Sprayed Fireproofing	\$70
3. Fireproofing Bond Pull Test	\$38
4. Roof Tile Strength	\$54
5. Roof Tile Absorption	\$38
6. Roof Cut Tests (total weight only)	\$57
7. Ply count, separation, bituminous content, etc.	Per Quote
8. Jobsite Trailer or Mobile Laboratory	Per Quote
9. Universal Testing Machine (Hourly)	\$150
10. Ground Rod Test (plus travel)	\$150

ADDITIONAL TESTS: BTC LABS and NV5 perform a broad spectrum of field and laboratory testing. This Fee Schedule list only the most common tests performed. For information regarding additional testing services, please contact our laboratory.

VII. ASPHALT & ASPHALTIC CONCRETE

A. Asphalt Pavement Engineering

1. CALTRANS Third Party Resolution Documentation Fee	\$350
2. Pavement Evaluations	\$425 (minimum)

B. Asphaltic Cements And Liquid Asphalts

1. Absolute viscosity @140°F - ASTM D-2171, AASHTO T-202	\$155
Other temperature	\$185
2. Cone penetration - ASTM D-217	\$125
3. Flash point Cleveland Open Cup - ASTM D-92, AASHTO T-48	\$125
4. Kinematic viscosity @140 or 275°F - D-2170, T-201	\$125
Other temperature	\$155
5. Penetration - ASTM D-5, AASHTO T-49 (at 77°F)	\$115
Other temperature	\$135
6. Softening point - ASTM D-36	\$125
7. Solubility in trichloroethylene - ASTM D2042, AASHTO T-44	\$185
8. Specific gravity - ASTM D-70, AASHTO T-228	\$125

C. Emulsions And Slurry Seals

1. Cement mixing - ASTM D-244, AASHTO T-59	\$105
2. Consistency test - ASTM D-3910	\$95
3. Demulsibility - ASTM D-244, AASHTO T-59	\$115
4. Miscibility - ASTM D-244	\$115
5. Particle charge - ASTM D-244, AASHTO T-59	\$75
6. pH determination	\$75
7. Oven cook off (% residue)	\$100
8. Set time - ASTM D-3910	\$85
9. Settlement, 5 or 7 day - ASTM D-244, AASHTO T-59	\$155
10. Slurry seal mix proportion	\$1,750
11. Solids content by evaporation and extraction (slurry)	\$205
12. Storage stability, 1 day - ASTM D-244	\$150
13. Functional Recovery	\$125
14. Wet Track Abrasion - ASTM D-3910 (prep. not included)	\$270

D. Asphaltic Concrete, Aggregate And Mixes

1. Bulk Specific Gravity (max density, bulk AC) CTM 308, AASHTO T166	
3 pt. LTMD	\$210
5 pt. LTMD	\$325
2. Coring of asphaltic concrete - See Section E Diamond Coring	
3. Extraction, % bitumen and sieve analysis	
Solvent Extraction Method - ASTM D2172	\$325
Ignition Oven Method - CTM 382, 202	\$225
4. Extraction, % bitumen only	
Solvent Extraction Method - ASTM 2172	\$265
Ignition Oven Method - CTM 382	\$145
5. Film stripping - CTM 302	\$165
6. Ignition Oven Correction Factor - CTM 382	\$650
7. Marshall - Stability and flow (core) - ASTM D-1559	\$125
8. Marshall - Stability and flow (bulk) - ASTM D-1559	\$325
9. Marshall - Specific Gravity	\$225
10. Mix proportion - Marshall Method	\$2,900
with R.A.P.	\$3,700
11. Mix proportion - HVEEM Method	\$2,700
with R.A.P.	\$3,500
12. Theoretical Maximum Specific Gravity (RICE) - ASTM D-2041	\$200
13. Moisture content - ASTM D-1461	\$115
14. Recovery of Extracted Asphalt (extraction only) - ASTM D-5404	\$250
15. Recovery of rubber from ARHM extraction	\$115
16. Specific gravity of core - ASTM D-2726	\$60
17. HVEEM Stabilometer test on premixed sample - CTM 366	\$185
Stabilometer test and mixing of sample	\$400
18. Surface abrasion CTM 360	\$445
19. Swell test in conjunction with stabilometer - CTM 305	\$115
20. Resistance to Moisture Induced Damage (untreated) - T-283, CT 371	\$1,700
21. Resistance to Moisture Induced Damage (lime) - T-283, CT 371	\$1,850
22. Viscosity curve for ARHM (% rubber) binder blend - 6 hr.	\$870
- 8 hr.	\$1,200

NOTE: Where prices are listed for mix proportions, the necessary specific gravity tests and sieve analyses are included; however, aggregate and asphalt qualification tests are not.

Not Project Related

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II. Consultant may utilize subcontractors as permitted in the Agreement and the WAL. The hourly rate for any subcontractor shall be consistent with the rate and fee schedule indicated in Section I above, unless other direction is provided with written authorization from District Superintendent or his/her designee.

III. Claims for reimbursable expenses shall be documented by appropriate invoices and supporting receipts. Consultant may be reimbursed for those reasonable out-of-pocket expenses set forth below that are incurred and paid for by Consultant beyond the typical obligations under this Agreement and the WAL, but only to the extent that such expenses are directly related to Services satisfactorily completed, are approved by District in writing and do not cause the amounts paid to Consultant to exceed the amounts allowed under this Agreement and the WAL. No mark-up of any expense is permitted. The following is the EXCLUSIVE list of reimbursable expenses:

A. Travel and Mileage. Consultant must request the travel in writing and justify why the travel should be reimbursed. Travel expenses must be approved in writing by District, in its sole discretion. Trips from any Consultant's office to District's office or to the subject project site will not be approved for reimbursement.

B. Reimbursable Reprographic Services. Print sets or copies requested in writing by District beyond the quantities required under the WAL.

C. Fees for Subcontractors. Fees for subcontractors hired and paid by Consultant at the written request of District and are permitted in the Agreement and the WAL.

D. Fees advanced for securing approval of public agencies having jurisdiction over any project hereunder.

IV. Consultant shall provide to District a complete Schedule of Values (SOV), identifying major work activities required to complete the authorized scope of work. All invoices must reflect the appropriate progress percentage for each SOV item billed, to be verified by District. District will compensate Consultant for the Services performed upon approval by District of a valid and complete invoice, in form and substance acceptable to District. See Exhibit G for required Invoice Approval Form and Billing Cover Sheet. The Billing Cover Sheet shall reflect the approved SOV. In connection with Services that are only partially completed at the time an invoice is paid, notwithstanding any provision of the Agreement, the WAL, or any other document, payment of the invoice does not constitute acceptance of the partially completed work or Service. Each invoice is to include:

A. Billing Cover Sheet/SOV with all appropriate progress percentages identified toward completion of the Services.

B. Acceptable back-up for billings shall include, but not be limited to:

- a. Records for all personnel describing the work performed, the number of hours worked, and the hourly rate, for all time charged to the Services.**
- b. Records for all supplies, materials and equipment properly charged to the Services.**
- c. Records for all travel pre-approved by District and properly charged to the Services.**
- d. Records for all subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.**

Unless otherwise directed by District, in writing, completed invoices are to be submitted to the attention of the Director of Purchasing and the Assistant Superintendent, Business and Fiscal Services. To be considered complete, the invoice packet shall include all back-up documentation required by District and sign-off from District staff, Program Manager or project manager assigned by District to supervise the Services.

Not Project Related

Project #13-154

V. The total compensation for the Services shall be provided for in the WAL(s) issued subsequent to this Agreement.

VI. Compensation Upon Termination. In the event that District suspends or terminates this Agreement, the WAL or any of the Services pursuant to Section 11 or Section 12a of the Agreement, District will pay Consultant as provided herein and the WAL for all Services and authorized Additional Work actually performed, and all authorized reimbursable expenses actually incurred and paid, under and in accordance with this Agreement and the WAL, up to and including the date of suspension or termination; provided that such payments shall not exceed the amounts specified in the Agreement and the WAL as compensation for the Services completed, plus any authorized Additional Work and authorized reimbursable expenses completed prior to suspension or termination. No payment for demobilization shall be paid unless District at its sole discretion determines that demobilization or other compensation is appropriate. After a notice of termination is given, Consultant shall submit to District a final claim for payment, in the form and with certifications prescribed by District. Such claim shall be submitted promptly, but in no event later than forty (40) calendar days after the Termination Date specified on the notice of termination. Such payment shall be Consultant's sole and exclusive compensation and District shall have no liability to Consultant for any other compensation or damages, including without limitation, anticipated profit, prospective losses, legal fees or costs associated with legal representation or consequential damages, of any kind.

- Not Project Related
- Project #13-154

EXHIBIT C
TO AGREEMENT FOR CONSULTANT SERVICES #13-154

INSURANCE

I. Insurance Requirements. Consultant shall provide and maintain insurance, acceptable to District Superintendent or District Counsel, in full force and effect throughout the Term of this Agreement and the WAL, against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by Consultant, its agents, subcontractors, representatives and/or employees. Insurance is to be placed with insurers authorized to conduct business in the State of California and with a current A.M. Best's rating of no less than A, as rated by the current edition of Best's Key Rating Guide, published by A.M. Best Company, Oldwick, New Jersey 08858. Consultant shall provide the following scope and limits of insurance:

A. Minimum Scope of Insurance. Coverage shall be at least as broad as:

- (1) Commercial General Liability coverage of not less than two million dollars (\$2,000,000) aggregate and one million dollars (\$1,000,000) per occurrence.
- (2) Auto liability insurance with limits of not less than one million dollars (\$1,000,000).
- (3) Insurance coverage should include:
 - 1. owned, non-owned and hired vehicles;
 - 2. blanket contractual;
 - 3. broad form property damage;
 - 4. products/completed operations; and
 - 5. personal injury.
- (4) Workers' Compensation insurance as required by the laws of the State of California.
- (5) Abuse and Molestation coverage of not less than two million dollars (\$2,000,000) per occurrence and five million dollars (\$5,000,000) aggregate.
- (6) Professional liability (Errors and Omissions) insurance, including contractual liability, as appropriate to the Consultant's profession, in an amount of not less than the following:

Accountants, Attorneys, Education Consultants, Nurses, Therapists	\$1,000,000
Architects	\$1,000,000 or \$2,000,000
Physicians and Medical Corporations	\$5,000,000

Failure to maintain professional liability insurance is a material breach of this Agreement and the WAL and grounds for immediate termination

II. Other Provisions. Insurance policies required by this Agreement shall contain the following provisions:

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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 #13-154

EXHIBIT D
TO AGREEMENT FOR CONSULTANT SERVICES #13-154

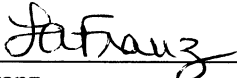
CONFLICT OF INTEREST CHECK

Bylaws of the Board 2030(C)E requires that the Superintendent or a designee make a determination, on a case by case basis, concerning whether disclosure will be required from a consultant to comply with District's Conflict of Interest Code (commencing with Bylaws of the Board 2030 BB).

Consultants are required to file disclosures when, pursuant to a contract with District, Consultant will make certain specified government decisions or will perform the same or substantially the same duties for District as a staff person would.

The services to be performed by Consultant under the Agreement to which this Exhibit D is attached constitute do not constitute governmental decisions or staff services within the meaning of the Conflict of Interest Code. Therefore, Consultant, is is not subject to disclosure obligations.

Date: 11-20-13

By: 
Lisa A. Franz
Director, Purchasing

Not Project Related

Project #13-154

**EXHIBIT “E”
TO AGREEMENT FOR CONSULTANT SERVICES #13-154**

**BACKGROUND CHECK AND FINGERPRINTING PROCEDURES
FOR CONTRACTORS**

The successful Bidder will be required to assure that its employees, subcontractors of any tier, material suppliers, and consultants do not have direct contact with the District’s students during the performance of the Contract in compliance with Education Code §§ 45125.1 and 45125.2. To assure these provisions, the successful Bidder’s supervisor shall be fingerprinted, and proof of same shall be provided to the District prior to start of on-site work. The supervisor will monitor the workers’ conduct while on school grounds. In addition, the successful Bidder shall barricade the Work area to separate its workers from the students. Costs associated with this process are the responsibility of the successful Bidder.

The Contractors’ construction supervisors or their unsupervised employees who will be working outside of fenced areas during the school hours **must** have submitted a fingerprint identification card to the Department of Justice (DOJ) and have a proof of clearance in the form of an affidavit filed in the Oxnard School District’s Purchasing Office **prior to** the start of the Work.

California Education Code §§45125.1 and 45125.2 require that criminal checks be completed for contractors (Contracting Firm) who provide architectural, construction, janitorial, administrative, landscape, transportation, food-related, or other similar services to school districts.

The undersigned does hereby certify to the Board of Trustees of the Oxnard School District as follows:

That I am a representative of the Contractor currently under contract (“Contract”) with the District; that I am familiar with the facts herein certified, and am authorized and qualified to execute this certificate on behalf of Contractor.

Contractor certifies that it has taken the following actions with respect to the construction Project that is the subject of the Contract:

1. Pursuant to Education Code §45125.2, Contractor has installed or will install, prior to commencement of Work, a physical barrier at the Work Site, which will limit contact between Contractor’s employees and District pupils at all times (mandatory for all Projects); AND
2. The Contractor has complied with the fingerprinting requirements of Education Code §45125.1 with respect to all Contractor’s employees and all of its subcontractors’ employees who may have contact with District pupils in the course of providing services pursuant to the Contract, and the California Department of Justice has determined that none of those employees has been convicted of a felony, as that term is defined in Education Code §45122.1. A complete and accurate list of Contractor’s employees and of all its subcontractors’ employees who may come in contact with District pupils during the course and scope of the Contract is attached hereto; AND/OR

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3. Pursuant to Education Code §45125.2, Contractor certifies that all employees will be under the continual supervision of, and monitored by, an employee of the Contractor who the California Department of Justice has ascertained has not been convicted of a violent or serious felony. The name and title of each employee who will be supervising Contractor's employees and its subcontractors' employees is:

Name: Scott Moors

Title: President

AND/OR

4. The Work on the Contract is at an unoccupied school site and no employee and/or subcontractor or supplier of any tier of Contract shall come in contact with District pupils.

Contractor's responsibility for background clearance extends to all of its employees, Subcontractors, and employees of Subcontractors coming into contact with District pupils regardless of whether they are designated as employees or acting as independent contractors of the Contractor.

Date: 10-30-2013

Proper Name of Contractor: BTC LABS - Vertical Five

Signature: 

By: Scott Moors

Its: _____

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**EXHIBIT “F”
TO AGREEMENT FOR CONSULTANT SERVICES #13-154**

SCOPE OF SERVICES – Materials Testing Laboratory & Special Inspections

The Materials Testing Laboratory & Special Inspector’s Scope of Work includes, but is not limited to, the following:

Consultant shall ensure that the materials, means, and methods utilized in the field are in accordance with DSA approved design documents and Title 24 and its referenced standards. Consultant shall be responsible for verifying that such materials are manufactured, fabricated, assembled, and constructed in accordance with the approved design.

1. Qualifications and Special Inspection Services:

- a. The geotechnical portions of this project shall be performed under the direction of a Geotechnical Engineer, which shall be the Geotechnical Engineer of Record for the geotechnical portions of this project shall be performed under the direction of a Geotechnical Engineer, which shall be the Geotechnical Engineer of Record for the project. A technician with a nuclear gauge shall perform density and moisture testing in the field during grading, utility trench backfilling, and pavement operations utilizing ASTM D2922, D3017, and ASTM D1556 methods. Laboratory maximum density and optimum moisture determination shall be performed in accordance with ASTM D1557 or D698. Asphalt pavement placement and testing shall be performed in accordance with Caltrans methods.

2. General Scope of Services:

- a. Perform a site reconnaissance, review the geotechnical engineering report for the Project, review the drawings, and prepare a transfer of geotechnical engineer of record responsibility letter.
- b. Project management, consultation during construction, and preparation of daily field, foundation excavation observation, and final grading reports.
- c. Ensure that soils conditions are in conformance to soils report.
- d. Foundation inspection.
- e. Caisson, drilled piers or driven piles inspection.
- f. As-graded soils reports.
- g. Observations and testing during site clearing and mass grading.
- h. Observing the foundations excavations for structures.
- i. Observation and testing during backfilling of utility trenches.
- j. Observation and testing during backfilling around retaining walls.
- k. Observation and testing during subgrade preparation and base rock placement in asphalt paved areas.
- l. Observation and testing during asphalt concrete placement.

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m. Perform the Sampling and Testing of Materials and Testing of Work-in-Place as may be required by the DSA Testing and Inspection Listing, and as required by the DISTRICT. The Testing shall be performed in accordance with ASTM test methods and California test methods as appropriate. All Laboratory testing shall be accomplished in a DSA-certified laboratory. The required testing and special inspection shall include, but not be limited to:

i. Soil, Aggregate & Asphalt

- Maximum Dry Density
- Expansion Index (ASTM D4318)
- R-Value
- Sand Equivalent
- Sieve Analysis (ASTM C136)
- Hveem Stability
- Asphalt Extraction (ASTM 2172)
- Hardness and Abrasion
- Atterberg limits (ASTM 4318)
- No. 200 Sieve Analysis (ASTM D422)
- Specific Gravity C127/C128
- Asphalt and Asphaltic Concrete Gradation (ASTM C136)
- Asphalt and Asphaltic Concrete Specific Gravity (ASTM D1 188)
- Asphalt and Asphaltic Concrete Stability & Flow Marshall (ASTM D1 559)
- Asphalt and Asphaltic Concrete Abrasion (ASTM C131)
- Asphalt and Asphaltic Concrete Unit Weight (ASTM D2726)
- Asphalt Cores

3. Observation and Testing:

a. Observation and testing shall consist of visual observation of earthwork activities and taking field density and moisture tests for the purpose of ascertaining that the work is in substantial conformance with the contract documents. Such observation and testing shall not be relied upon by others as acceptance of the work nor shall it be construed to relieve the contractor in any way from the contractor's obligation and responsibilities under the construction contract. Specifically, but without limitations, observation and testing shall not require the technician and engineer to assume responsibilities for the means and methods of construction nor for safety on the jobsite. Consultant's performance of its work shall not result in safety hazards on the site.

4. Concrete Mix Design Review:

- a. *Types of Inspection Services Provided.* Inspection services shall be provided for concrete, prestressed concrete, reinforcing steel and prestressing steel, batch plant, insulating concrete, lightweight concrete, field sampling (slump, air entertainment, unit weight and yield tests), concrete coring, proof testing (installed epoxy & non-shrink grout bolts) and proof testing (installed wedge and expansion anchors).
- b. *Laboratory Review.* The Consultant shall review the proposed concrete mixes in its laboratory for conformance with the specifications.
- c. *Tests to be Performed.* The Consultant shall perform the following tests:
- i. Concrete Compression Tests

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- Concrete Cylinders (ASTM C29)
- Concrete Cores (ASTM C39)
- Lightweight Concrete (ASTM C495)
- Insulating Concrete (ASTM C332)
- ii. Concrete Flexural Tests
 - Flexural Test (ASTM C2931C78)
- iii. Steel Reinforcing
 - Tensile (ASTM A61 5)
 - Bend (ASTM A61 5)
- iv. Concrete Aggregate
 - Conformance Test (ASTM C33)
(Sieve Analysis, Deleterious Substances & Soundness)

5. Reinforcing Steel Placement:

- a. Prior to the pours, the consultant shall inspect the reinforcing steel placement to determine that it is according to plans and specifications. The consultant shall check:
 - i. *Bars.* Size and spacing of bars.
 - ii. *Splices.* Location and length of splices.
 - iii. *Clearances.* Check clearances.
 - iv. *Cleanliness of Bars.* Observe cleanliness of bars.
 - v. *Spacing tolerances.* Confirm spacing tolerances.
 - vi. *Steel Support.* Proper support of steel with ties.

5. Concrete Placement:

- a. During the pours, the Consultant shall be on site continuously, as required by code, to monitor placement. The Consultant shall:
 - i. *Bar Displacement* Determine that no bars are displaced during the pouring.
 - ii. *Cleanliness of Steel.* Observe cleanliness of steel.
 - iii. *Placement.* Determine adequacy of placement and vibratory equipment.
 - iv. *Delivery Rate.* Determine proper delivery rate of concrete and monitor batch times.
 - v. *Correct Mix.* Determine that the correct mix is being utilized.
 - vi. *Slump.* Monitor slump of each truck.
 - vii. *Temperature.* Record temperature of air and concrete.
 - viii. *Cast Cylinders.* Cast cylinders for compression tests at the specified frequency.
 - ix. *Air Checks.* Perform air checks, if required by specifications, during concrete placement.
 - x. *Anchor Bolt/Dowel Installation.* Observe anchor bolt/dowel installation operations to determine hold depth, embedment and cleanliness, as well as materials and workmanship. The Consultant shall inspect to determine that all dowels are installed in accordance with contract documents and/or manufacturer's requirements.

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6. Compression Testing:

- a. The consultant shall transport all samples to CONSULTANT'S laboratory for compression testing in strict accordance with ASTM requirements. The CONSULTANT shall distribute compression test reports to the appropriate parties.

7. Mix Design Review:

- a. *Grout and Mortar Mixes.* The CONSULTANT shall review the proposed grout and mortar mixes in CONSULTANT'S laboratory for conformance with the specifications.
- b. *Masonry Wall Prisms.* During preparation of masonry wall prisms, sampling and placing of all masonry units, placement of reinforcement, and inspection of grout space immediately prior to closing or cleanouts and during all grouting operations.
- c. *Laboratory Tests.* Laboratory tests shall include:
- i. Masonry Compression Tests
 - Mortar (UBC 21 - 16)
 - Grout (UBC 21 - 18 | ASTM GI 01 9)
 - Masonry Prism (ASTM E447)
 - Masonry Cores (ASTM C42)
 - Shear Tests - Masonry Cores (UBC 2405(c)4.C)
 - Dry Shrinkage - Masonry Units (ASTM C426)
 - Sample Pick-up & Delivery
 - ii. Steel Reinforcing
 - Tensile (ASTM A61 5)
 - Bend (ASTM A61 5)
 - Steel Tagging, Pick-up and Delivery
 - iii. Concrete Aggregate
 - Conformance Test (ASTM C404)
(Sieve Analysis, Deleterious Substances and Soundness)

8. Duties:

- a. The consultant's duties shall include the following:
- i. Review mill test certifications of block and reinforcing steel.
 - ii. Inspect to determine size and spacing of dowels.
 - iii. Inspect to determine that cleanouts are provided for high-lift grouting methods.
 - iv. Inspect proper lay-up of block units.
 - v. Inspect reinforcing steel prior to grouting.
 - vi. Inspect dowels, anchor bolts and inserts to make sure they are in place and properly secured prior to grouting.
 - vii. Inspect to determine proper consolidation of grout.
 - viii. Check that curing requirements are being followed.

9. Structural Steel:

- a. *Inspection Services.* The CONSULTANT shall provide inspection services for the following:
- i. Field Welding
 - ii. High Strength Bolting

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- iii. Metal Decking
 - iv. Welded Stud Connectors
 - v. Fabrication Shop
- b. *Non-Destructive Examinations, Fabrication, Field Testing.* The CONSULTANT shall provide the following Non-Destructive Examinations (Field Testing) in strict conformance with ASTM standards:
- i. Ultrasonic Examination
 - ii. Magnetic Particle Examination
 - iii. Liquid Penetrant Examination
 - iv. Radiographic Examination
- c. *Non-Destructive Examinations, Fabrication Shop Testing.* The CONSULTANT shall provide the following Non-Destructive Examinations (Fabrication Shop Testing):
- i. Ultrasonic Examination
 - ii. Magnetic Particle Examination
 - iii. Liquid Penetrant Examination
 - iv. Radiographic Examination
- d. *Laboratory Tests.* Laboratory tests shall be performed on the following:
- i. High strength bolts
 - ii. Hardness Test (ASTM A325)
 - iii. Tensile Strength (ASTM F606)

10. Reports

As part of the Services, Consultant will prepare and deliver the following tangible work products to District:

- a. All DSA required inspections, reporting, processes and procedures required by the DSA Testing & Inspection Listing, and/or required by the Architect of Record.

11. Time

All DSA required reporting shall be delivered to the District concurrent with the submittal to DSA, and pursuant to DSA required timelines. The final inspection report (DSA Form 6) shall be completed and electronic filed within 30 calendar days of the notice of completion.

12. Accuracy Standards

Precision of the soils and materials testing and inspection reports and recommendations shall be in accordance with the professional standard of care to be expected of professional engineers, geologists, and inspectors licensed to practice in the State of California, and acceptable to the Architect of Record and the Division of State Architect.

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Consultant/Vendor Billing Instructions

Invoice Cover Sheet Set-Up.

- 1 See "Billing tab" below for spreadsheet, these are the instructions
- 2 Enter Project Site name, DSA project number, Project Type, Invoice #, Date, Your Company Name, fax, phone, etc...
- 3 Enter PO # (Purchase Order #) provided to you when contract issued.
- 4 Feel free to include your company logo if you wish
- 5 Enter approved contract agreements, amendments, re-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).

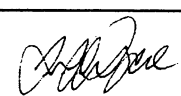
PRODUCER Cavnagac & Associates 450 B Street, Suite 1800 San Diego, CA 92101-8005 License No. OA99520	CONTACT NAME: Certificate Department	
	PHONE (A/C No. Ext): 619-234-6848	FAX (A/C, No): 619-234-8601
E-MAIL ADDRESS: certificates@cavnagac.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: TRAVELERS 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.

BOARD AGENDA ITEM

Name of Contributor: Janet Penanhoat

Date of Meeting: 8/22/18

STUDY SESSION _____

CLOSED SESSION _____

SECTION A-1: PRELIMINARY _____

SECTION A-II: REPORTS _____

SECTION B: HEARINGS _____

SECTION C: CONSENT AGENDA _____

_____ Agreement Category:

_____ Academic

_____ Enrichment

_____ Special Education

_____ Support Services

_____ Personnel

_____ Legal

 X Facilities

SECTION D: ACTION _____

SECTION F: BOARD POLICIES 1st Reading _____ 2nd Reading _____

Approval of Work Authorization Letter #12 (“WAL #12”) for Agreement #13-131 for Rincon Consultants Inc. to provide Environmental Support Services for the McAuliffe Elementary School Kindergarten Flex Project (Penanhoat/Fateh/CFW)

The results of initial State of California, Department of Toxic Substances Control required testing at McAuliffe found contamination exists in some of the soil. It is recommended to do additional stockpile testing of the contaminated soils. Often the results of this additional testing can significantly lower the hazardous classification of the soils.

This Work Authorization Letter is issued pursuant to and consists of:

Master Agreement: **#13-131**

Work Authorization Letter: **#12**

Consultant: **Rincon Consultants Inc.**

Date Issued: **8/22/18**

FISCAL IMPACT


Work Authorization Letter #12 to Agreement #13-131 includes additional soil analysis for Eleven Thousand Eight Hundred Eighty-Eight Dollars and Zero Cents (\$11,888.00) to be paid out of the Master Construct and Implementation Funds.

RECOMMENDATION

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Facilities, in consultation with CFW, that the Board of Trustees approve Work Authorization Letter #12 to Agreement #13-131 with Rincon Consultants Inc. to provide soil analysis for the McAuliffe Elementary School Kindergarten Flex Project.

ADDITIONAL MATERIAL

Attached: Work Authorization Letter #12 (1 Page)
Proposal dated August 1, 2018 (4 Pages)
Master Agreement #13-131 (53 Pages)

	WORK AUTHORIZATION LETTER	
	GENERAL INFORMATION	
	PROJECT #: SITE NAME: McAuliffe E.S. MASTER AGREEMENT #: 13-131 WAL #: 12	DATE: 8/22/2018 DSA # 03-0118732 OPSC # VENDOR ID:
PURSUANT TO MASTER AGREEMENT BETWEEN:		
DISTRICT	CONSULTANT	
OXNARD SCHOOL DISTRICT 1051 South A Street Oxnard, CA 93030 (805) 385-1501	Firm Name: Street: City, State, Zip: Phone:	Rincon Consultants Inc. 180 North Ashwood Avenue Ventura, CA 93003 (805)644-4455
SCOPE OF SERVICES TO BE PERFORMED UNDER THIS WAL		
<i>Rincon will collect 4-point composite samples from soil stockpiles generated at the McAuliffe site where previous analytical results exceeded California hazardous waste criteria. Rincon assumes that each stockpile will not exceed 600 cubic yards and that up to three stockpiles will be generated at the site; three site visits will be necessary to sample individual stockpiles. Up to 20 composite samples will be analyzed for OCPs by EPA Method 8081A, TPHg, TPHd and TPHo by EPA Method 8015M, VOCs by EPA Method 8260B, and Title 22 metals by EPA Methods 6010/7471 on a (24hour) turnaround time. If necessary, samples will additionally undergo the Soluble Threshold Limit Concentration (STLC) analysis and the TCLP; an expedited turnaround time (3 days) will be requested for each of these tests. Up to six samples will undergo one STLC analysis and one TCLP. Following completion of field work and receipt of analytical results, an addenda to the existing soil sampling report will be prepared for the school site in order to convey the results of the additional stockpile analyses.</i>		
SCHEDULE OF SERVICES TO BE PERFORMED UNDER THIS WAL		
START DATE: Approximately 8/22/2018	COMPLETION DATE: Approximately 10/5/2018	
FIXED FEE AMOUNT: <u>Eleven Thousand Eight Hundred Eighty-Eight Dollars and Zero Cents (\$11,888.00)</u>		
<i>This fee amount is based upon Consultant's proposal dated <u>8/1/2018</u> and subsequent negotiations mutually agreed to by all parties</i>		
<i>This WAL is inherently a part of the Master Agreement referenced above. It is bound by the general terms and conditions of the Master Agreement. This WAL describes in detail the Consultants specific Scope of Services, agreed upon lump sum fixed fee, agreed upon schedule for completion of Services, and other provisions required to clearly indicate the required Services, and terms of this WAL.</i>		
<i>This WAL and associated Master Agreement hereby 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: Mario Mera P.O. # SOURCE OF FUNDS: <input type="checkbox"/> MEASURE "R" <input type="checkbox"/> DEF. MAINT. <input type="checkbox"/> DEV. FEES <input checked="" type="checkbox"/> Master Construct & Implementation Funds COST ID: 6271		PREPARED BY: Sean Mahan P.O. AMOUNT:
(PM APPROVAL SIGNATURE)		(DATE)
SPECIAL INSTRUCTIONS:		



Rincon Consultants, Inc.

180 North Ashwood Street
Ventura, California 93003

805 644 4455 OFFICE AND FAX

info@rinconconsultants.com
www.rinconconsultants.com

August 1, 2018
Project 18-05875

Jennifer MacIsaac
Caldwell Flores Winters, Inc.
1901 S. Victoria Ave. #106
Oxnard, CA 93035
Via email: jmacisaac@cfwinc.com

Proposal to Perform Additional Soil Sampling at Christa McAuliffe and Emilie Ritchen Elementary Schools, Oxnard, California –REVISED

Dear Ms. MacIsaac:

Rincon Consultants (Rincon) is pleased to submit this revised proposal to perform additional soil sampling at the two Oxnard School District elementary schools identified above. Based on previous soil analytical results, organochlorine pesticides (OCPs) are present in soil at each school. The purpose of this work is to provide additional data for waste profiling purposes.

Background

Initially, on April 27, 2018, Rincon advanced four soil borings at Emilie Ritchen Elementary School and two soil borings at Christa McAuliffe Elementary School, within the footprints of proposed modular buildings. Soil samples were collected at depths of 1.0 foot and 2.5 feet, and 3.5 or 4.0 feet below ground surface (bgs). Soil samples collected at 1.0 and 2.5 feet bgs were analyzed for OCPs, volatile organic compounds (VOCs), total petroleum hydrocarbons as gasoline, diesel and oil (TPHg, TPHd and TPHo), and Title 22 metals. Soil samples collected at 3.5 or 4.0 feet bgs were placed on hold at the laboratory pending shallow soil analytical results. A summary of soil results, additional work, and recommendations for each school follows.

Emilie Ritchen Elementary School

Laboratory analytical results indicated that concentrations of the OCP chlordane exceeded California hazardous waste criteria in soil samples RB-1-1.0, RB-4-1.0, and RB-4-2.5 at Ritchen Elementary School; the pesticide 4,4'-DDE also exceeded these criteria in samples RB-4-1.0 and RB-4-2.5. However, following receipt of the analytical results, Rincon was informed that the location of the proposed modular building had changed. Therefore, Rincon returned to the site on May 8, 2018, to advance two additional soil borings. Soil samples were collected at 1.0, 2.5 and 4.0 feet bgs and analyzed for OCPs. Analytical results for 4,4'-DDD, 4,4'-DDE, and 4,4'-



DDT in soil sample RB-10-1.0 exceeded California hazardous waste criteria. Based on these results, Rincon recommended stockpiling soil excavated above a depth of 2.5 feet bgs in the vicinity of RB-10-1.0 and collecting 4-point composite soil samples for waste profiling.

McAuliffe Elementary School

Laboratory analytical results indicated that the detected concentrations of chlordane and 4,4'-DDE exceeded the California hazardous waste criteria, and chlordane exceeded the Resource Conservation Recovery Act (RCRA) hazardous waste screening criteria in samples RB-7-1.0 and RB-8-1.0. The soil samples therefore underwent the Toxicity Characteristic Leaching Procedure (TCLP), which indicated that concentrations of chlordane did not exceed RCRA hazardous waste criteria. Based on these results, Rincon recommended stockpiling soil excavated from the ground surface to 2.5 feet bgs and collecting additional samples for waste profiling.

Additional Soil Sampling Scope of Work

Utility Notification

Caldwell Flores Winters, Inc. will be responsible for Underground Service Alert (USA) notification, if necessary.

Additional Soil Assessment

Waste Profiling

Rincon will collect 4-point composite samples from soil stockpiles generated at both school sites where previous analytical results exceeded California hazardous waste criteria. For budgetary purposes, Rincon assumes that each stockpile will not exceed 600 cubic yards and that up to three stockpiles will be generated at each site; we further assume that up to six site visits (three per site) will be necessary to sample individual stockpiles. Up to 20 composite samples will be analyzed for OCPs by EPA Method 8081A, TPHg, TPHd and TPHo by EPA Method 8015M, VOCs by EPA Method 8260B, and Title 22 metals by EPA Methods 6010/7471 on a rush (24-hour) turnaround time. If necessary, samples will additionally undergo the Soluble Threshold Limit Concentration (STLC) analysis and the TCLP; an expedited turnaround time (3 days) will be requested for each of these tests. For budgeting purposes, Rincon assumes that up to six samples will undergo one STLC analysis and one TCLP.

Report Preparation

Following completion of field work and receipt of analytical results, we will prepare addenda to the existing soil sampling reports for each school site in order to convey the results of the additional stockpile analyses. Each report will include a table summarizing laboratory



analytical results, laboratory analytical reports, and conclusions and recommendations. The report will be prepared under the direction of a California Professional Geologist.

Schedule and Cost

We are prepared to start with this project immediately upon your authorization. Waste profiling samples will be analyzed on a rush (24-hour) turnaround time and any STLC and/or TCLP analyses needed for waste profiling will be conducted on a rush (3-day) turnaround basis. We will have a draft report prepared within one week of receipt of the laboratory data.

The work described in this proposal will be performed in accordance with the existing contract between Rincon and the Oxnard School District, and is intended to augment the work scope described in our April 27, 2018 proposal.

We have calculated the cost to complete additional analyses in the tables below. The cost of performing the additional sampling of soil stockpiles at both school sites is \$ 23,776.

Our scope of work and cost for the soil sampling has incorporated the following assumptions:


- Each soil stockpile will not exceed 600 cubic yards. Additional soil stockpiles or larger volumes may require additional sampling.
- There will be no delays caused by inclement weather.
- Site access will be secured by the property owner and all areas of the site will be accessible during our sampling.
- Laboratory analysis costs are based on an expedited turnaround basis for the stockpile soils analyses.
- Up to six of the waste profiling samples will undergo one STLC and one TCLP analysis.

Authorization

To authorize this proposal, please provide us with a work order referencing this proposal.

We sincerely appreciate your consideration of Rincon Consultants for this project. If you have any questions or would like any additional information, please contact us.

Sincerely,
RINCON CONSULTANTS, INC.


Jennifer Bauer Morton, PG
Senior Project Manager


Ed Morelan, PG, CEG
Principal / Senior Engineering Geologist



**Table 1 - Oxnard School District
Additional Waste Characterization Cost Estimate
Ritchen and McAuliffe Elementary Schools, Oxnard, California
Rincon Consultants, Inc. - August 1, 2018**

Item	Unit	Cost per Unit	Number of Units	Subtotal
Additional Soil Sampling for Waste Profiling, Ritchen Elementary				
Stockpile Sampling				
Project Management - Principal	hour	\$215	1	\$215
Project Management - Senior Project Manager	hour	\$145	3	\$435
Environmental Scientist	hour	\$115	12	\$1,380
Field Equipment: Vehicle, Sample Containers, PPE	day	\$100	3	\$300
Soil Laboratory Analysis				
Organochlorine Pesticides (EPA 8081A) Rush 1 Day TAT	cost + 15%	\$173	10	\$1,730
TPHg (EPA Method 8015M) Rush 1 Day TAT	cost + 15%	\$69	10	\$690
TPHd, o (EPA Method 8015M) Rush 1 Day TAT	cost + 15%	\$81	10	\$810
VOCs (EPA Method 8260B) Rush 1 Day TAT	cost + 15%	\$173	10	\$1,730
Title 22 Metals	cost + 15%	\$184	10	\$1,840
STLC Analysis for pesticides - Rush 3 Day TAT	cost + 15%	\$158	3	\$474
TCLP Analysis for pesticides - Rush 3 Day TAT	cost + 15%	\$158	3	\$474
Project Management, Waste Profiling, and Reporting				
Project Management - Principal	hour	\$215	2	\$430
Project Management and Waste Profiling - Senior Project Manager	hour	\$145	4	\$580
Reporting - Addendum	Lump Sum	\$800	1	\$800
TOTAL, Ritchen				\$11,888
Additional Soil Sampling for Waste Profiling, McAuliffe				
Stockpile Sampling				
Project Management - Principal	hour	\$215	1	\$215
Project Management - Senior Project Manager	hour	\$145	3	\$435
Environmental Scientist	hour	\$115	12	\$1,380
Field Equipment: Vehicle, Sample Containers, PPE	day	\$100	3	\$300
Soil Laboratory Analysis				
Organochlorine Pesticides (EPA 8081A) Rush 1 Day TAT	cost + 15%	\$173	10	\$1,730
TPHg (EPA Method 8015M) Rush 1 Day TAT	cost + 15%	\$69	10	\$690
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STLC Analysis for pesticides - Rush 3 Day TAT	cost + 15%	\$158	3	\$474
TCLP Analysis for pesticides - Rush 3 Day TAT	cost + 15%	\$158	3	\$474
Project Management, Waste Profiling, and Reporting				
Project Management - Principal	hour	\$215	2	\$430
Project Management and Waste Profiling - Senior Project Manager	hour	\$145	4	\$580
Reporting - Addendum	Lump Sum	\$800	1	\$800
TOTAL, McAuliffe				\$11,888

**OXNARD SCHOOL DISTRICT
AGREEMENT FOR CONSULTANT SERVICES
(MASTER AGREEMENT – CEQA/DTSC COMPLIANCE)**

This Agreement for Consultant Services (“Agreement”) is entered into as of this 13th day of November, 2013 by and between the **Oxnard School District** (“District”), with offices located at 1051 South A Street, Oxnard, CA 93030, and **Rincon Consultants, Inc.** (“Consultant”) with a business address at 180 North Ashwood Avenue, Ventura, CA 93003. District and Consultant are sometimes hereinafter individually referred to as “Party” and hereinafter collectively referred to as the “Parties.”

RECITALS

A. District is authorized by *California Government Code* Section 53060, and Board Policy 4368, to contract with independent contractors for the furnishing of services concerning financial, economic, accounting, engineering, legal, administrative and other matters. District has sought, by issuance of a Request for Qualifications, the performance of certain services, with the precise scope of work to be specified at the time of assignment of work.

B. Following submission of a Statement of Qualifications for the performance of services, Consultant was prequalified by District to perform services on behalf of District that may be assigned, or not assigned, at the District’s sole discretion.

C. The Parties desire to formalize the prequalification of Consultant for performance of services and desire that the terms of that performance be as particularly defined and described herein.

OPERATIVE PROVISIONS

NOW, THEREFORE, in consideration of the mutual promises and covenants made by the Parties and contained herein and other consideration, the value and adequacy of which are hereby acknowledged, the Parties agree as follows:

1. **Incorporation of Recitals and Exhibits.** The Recitals set forth above and all exhibits attached to this Agreement, as hereafter amended, are incorporated by this reference as if fully set forth herein.
2. **Master Agreement.** This Agreement sets forth the basic terms and conditions between District and Consultant. It may be supplemented from time to time with an individual Work Authorization Letter (“WAL”) which shall be considered an amendment to this Agreement, and which shall be subject to all the terms and conditions of this Agreement, and any further terms and conditions as set forth in the WAL.
3. **Scope of Services.** The scope of Services to be assigned to Consultant pursuant to a WAL is further defined in **Exhibit F – Scope of Services**, wherein the general responsibilities of Consultant are described pursuant to the discipline(s) for which the Consultant has been deemed prequalified by District as described in this Agreement.
4. **Agreement, Scope of Work, and Assignment of Projects.** District may, from time to time, and at the sole discretion of District, assign to Consultant specific services to be performed by Consultant (the “Services”) pursuant to a WAL. The WAL assignment procedure and associated forms are set forth in **Exhibit A**, which is attached hereto. This Agreement, together with the WAL, sets forth the terms and conditions pursuant to which Consultant will perform such Services on behalf of District. The WAL

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shall particularize and describe, among other things, such project(s) for which Consultant is to perform Services, such Services to be performed by Consultant at such project(s), the timeline for the performance of such Services, and the compensation to be paid to Consultant for the performance of such Services.

5. **Term of Agreement.** Subject to earlier termination as provided below, this Agreement shall remain in effect from November 13, 2013 through November 12, 2018 (the "Term"). This Agreement may be extended only by amendment, signed by the Parties, prior to the expiration of the Term. Such agreement for extension shall be based upon the showing of good and sufficient cause by Consultant that such extension(s) shall be granted. District shall not be obligated to compensate Consultant for any additional costs if such an extension has been granted to this Agreement. Any provision for additional compensation shall be accommodated via the WAL process as indicated in **Exhibit A**.
6. **Time for Performance.** The scope of the Services set forth in the WAL shall be completed during the Term pursuant to the schedule specified in the WAL. If Services indicated in the WAL cannot be completed within the schedule set forth in the WAL, or if the schedule exceeds the Term of this Agreement, it is the responsibility of Consultant to notify District at least ninety (90) days prior to the expiration of either, with a request for a time extension clearly identifying the cause(s) for the failure to complete the Services within the schedule and/or the Term. Should Consultant fail to provide such notice, and/or the Services not be completed pursuant to that schedule or within the Term, Consultant shall be deemed to be in Default as provided below. District, in its sole discretion, may choose not to enforce the Default provisions of this Agreement and may instead allow Consultant to continue performing the Services.
7. **Additional Services.** Additional Services are services in addition to the Services set forth in the WAL that are provided by Consultant pursuant to a written request by District. Additional Services will require a written request or pre-authorization in writing by District following specific approval of such services by the District Board of Trustees. It is understood and agreed that Consultant shall not perform any Additional Services unless and until Consultant receives specific written approval for such Additional Services from the District Board of Trustees. Any modification of the compensation to be paid to Consultant as a result of Additional Services must be specifically approved in writing by the District Board of Trustees. In the event that the District Board of Trustees approves in writing a modification of the compensation, then Consultant shall be paid for such Additional Services pursuant to Section 8, below. However, it is understood and agreed that if the cause of the Additional Services is the sole or partial responsibility of Consultant, its agents, or any subconsultants or other parties under the charge of Consultant, no additional compensation shall be paid to Consultant. If such conditions exist so as to justify Additional Services as indicated above, which require additional compensation or time in order to be performed, it is the sole responsibility of Consultant to submit a request for Additional Services within ten (10) days of Consultant's discovery of such conditions which require Additional Services. It is understood and agreed that if Consultant performs any services that it claims are Additional Services without receiving prior written approval from the District Board of Trustees, Consultant shall not be paid for such claimed Additional Services.
8. **Compensation and Method of Payment.** This Agreement does not guarantee that District will issue a WAL to Consultant nor does this Agreement guarantee any compensation to Consultant. This Agreement does not create any obligation on the part of District to compensate Consultant absent a WAL indicating compensation due to Consultant once Services are performed. Specific compensation and payment amounts, including approved reimbursable expenses, shall be set forth in the WAL. However, it is understood and agreed that the compensation to be paid to Consultant shall not be in excess of or exceed the rates set forth in **Exhibit B** "Compensation".

a. Each month Consultant shall furnish to District an original invoice for all work performed and expenses incurred during the preceding month for Services performed pursuant to a WAL. The invoice shall clearly indicate the assigned project, the approved WAL, and shall detail charges by the following categories: labor (by sub-category), travel, materials, equipment, supplies, and sub-consultant contracts. Sub-consultant charges, if any, shall be detailed by the following categories: labor, travel, materials, equipment and supplies. District shall independently review each invoice submitted by Consultant to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement and the WAL. In the event that no charges or expenses are disputed, the invoice shall be approved and paid according to the terms set forth in subsection b. In the event any charges or expenses are disputed by District, the original invoice shall be returned by District to Consultant for correction and resubmission.

b. Except as to any charges for work performed or expenses incurred by Consultant which are disputed by District, District will use its best efforts to cause Consultant to be paid within forty-five (45) days of receipt of Consultant's correct and undisputed invoice.

c. Payment to Consultant for work performed pursuant to this Agreement and a WAL shall not be deemed to waive any defects in work performed by Consultant.

9. Responsibilities of Consultant:

a. Consultant shall perform all Services as indicated in this Agreement and the WAL to the satisfaction of District.

b. The specific Services of Consultant to be performed shall be indicated in the WAL.

c. Consultant hereby represents and warrants that (a) it is an experienced consultant in the discipline(s) identified in **Exhibit F**, having the skill and the legal and professional ability and the flexibility necessary to perform all of the Services required under this Agreement; (b) it has the capabilities and resources necessary to perform its obligations hereunder; (c) it is familiar with all current laws, rules, regulations and other restrictions which are and may become applicable to the scope of Services under this Agreement, including but not limited to all local ordinances, building codes, and requirements of all Authorities Having Jurisdiction (AHJ) including but not limited to the Division of State Architect (DSA), the Office of Public School Construction (OPSC), the State Facilities Planning Division (SFPD), California Department of Education (CDE), the California Department of General Services (DGS), the Department of Toxic Substances Control (DTSC), the California Environmental Quality Act (CEQA), Title 24 of the California Code of Regulations, the California Education Code, State and Local Fire Authorities, air quality districts, water quality and control boards, and any/all other AHJ; (d) that it will assume full responsibility for all Services performed and all work prepared and furnished to District by its employees, agents, and subconsultants; (e) that it has sufficient financial strength and resources to undertake and complete the Services provided for under this Agreement within the schedule set forth in the WAL; and (f) that it certifies and covenants that all reports, certifications, studies, analyses, and other documents prepared by Consultant shall be prepared in accordance with all applicable laws, rules, regulations, and other requirements in effect at the time of their preparation, or required at their time of submittal to District and or agencies.

d. Consultant shall follow accepted industry standards and practices and comply with all federal, state, and local laws and ordinances applicable to the Services required by this Agreement and the WAL.

10. Responsibilities of District.

- a. District will prepare and furnish to Consultant upon Consultant's request, such information as is reasonably necessary to the performance of the Services required under this Agreement and the WAL. Consultant understands that all information provided to Consultant remains the property of District and shall only be removed from District's possession/premises and/or be photocopied, reproduced, distributed, or otherwise made available to others if such activities are expressly approved in writing by District and/or the Program Manager. Failure to comply with the above requirements shall be reasonable cause for termination of this Agreement, and may subject Consultant to liability for damages to District.
 - b. If needed by Consultant, District shall provide information as to the requirements and educational program for each project assigned by a WAL, including approved budget and schedule limitations.
 - c. District shall facilitate and coordinate cooperation amongst and between District consultants, including but not limited to architects, construction managers, surveyors, geotechnical engineers, inspectors, testing laboratories, hazardous materials specialists, CEQA/DTSC compliance specialists, technology experts, and any other professional consultants District deems necessary to execute the Facilities Implementation Program. Such coordination shall include the distribution of documentation prepared by individual consultants which may be of service to Consultant in the course of completing the Services.
 - d. District shall facilitate and coordinate cooperation amongst and between District staff and Consultant, as required to complete the Services.
 - e. District shall provide for the timely approval and execution of the WALs, Additional Services requests, invoices, and any other documentation that requires District action in order for Consultant to complete the Services.
11. **Suspension.** District may, for any reason or no reason, in District's sole discretion, suspend all or a portion of this Agreement, the WAL, or the Services by giving ten (10) calendar days written notice of suspension to Consultant. In the event such notice is given, Consultant shall cease immediately all work in progress. If District suspends the Services for a period of ninety (90) consecutive calendar days or more and, in addition, if such suspension is not caused by Consultant or the acts or omissions of Consultant, then if the Services are resumed, Consultant's compensation shall be subject to adjustment to provide for actual direct costs and expenses incurred by Consultant as a direct result of the suspension and resumption by District of the Services.
12. **Termination.** This Agreement, the WAL, or the Services may be terminated at any time by mutual agreement of the Parties or by either Party as follows:
- a. District may terminate all or a portion of this Agreement, the WAL, or the Services without cause at any time by giving ten (10) calendar days written notice of termination to Consultant. In the event such notice is given, Consultant shall cease immediately all work in progress; or
 - b. District may terminate all or a portion of this Agreement, the WAL, or the Services for cause in the event of a Default by giving written notice pursuant to Section 15, below; or
 - c. Consultant may terminate this Agreement or the WAL at any time upon thirty (30) calendar days written notice if District fails to make any undisputed payment to Consultant when due and such failure remains uncured for forty-five (45) calendar days after written notice to District.

13. **Similar or Identical Services.** In the event that this Agreement, the WAL, or any of the Services are terminated in whole or in part as provided herein, District may procure, upon such terms and in such manner as District may determine appropriate, services similar or identical to those terminated to complete any unfinished Services or new services as needed by District.
14. **Inspection and Final Acceptance.** District acceptance of any of work or Services, whether specifically in writing or by virtue of payment, shall not constitute a waiver of any of the provisions of this Agreement or the WAL including, but not limited to, indemnification and insurance provisions.
15. **Default.** Failure of Consultant to perform any Services or comply with any provisions of this Agreement or the WAL constitutes a Default. District may terminate all or any portion of this Agreement, the WAL, or the Services for cause in the event of a Default. The termination shall be effective if Consultant fails to cure such Default within thirty (30) calendar days following issuance of written notice thereof by District, or if the cure by its nature takes longer, fails to commence such cure within thirty (30) calendar days from the date of issuance of the notice and diligently prosecutes such cure to the satisfaction of District. If Consultant has not cured the Default, District may hold all invoices and may choose to proceed with payment on said invoices only after the Default is cured to District's satisfaction. In the alternative, District may, in its sole discretion, during the period before Consultant has cured the Default, elect to pay any portion of outstanding invoices that corresponds to Services satisfactorily rendered. Any failure on the part of District to give notice of Consultant's default shall not be deemed to result in a waiver of District's legal rights or any rights arising out of any provision of this Agreement or the WAL.
 - a. In addition to District's termination rights set forth above, District shall have (i) the right to cure Consultant's Default at Consultant's cost, in which case all amounts expended by District in connection with such cure shall accrue interest from the date incurred until repaid to District by Consultant at the rate of ten percent (10%) per annum; and (ii) all other rights and remedies available to District at law and in equity, including, without limitation, an action for damages. District shall have the right to retain unpaid earned balances to offset damages, and/or charge Consultant for all damages above and beyond unpaid balance of WAL.
16. **Ownership of Documents.** All maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents prepared, developed or discovered by Consultant in the course of providing any Services pursuant to this Agreement or the WAL (collectively and individually, the "Documents") shall become the sole property of District and may be used, reused or otherwise disposed of by District without the permission of Consultant. Upon completion, expiration or termination of this Agreement or the WAL, Consultant shall turn over to District all such Documents.
17. **Use of Documents by District.** If and to the extent that District utilizes for any purpose not related to this Agreement or the WAL any Documents, Consultant's guarantees and warranties related to Standard of Performance under this Agreement or the WAL shall not extend to such use of the Documents.
18. **Consultant's Books and Records.** Consultant shall maintain any and all documents and records demonstrating or relating to Consultant's performance of Services pursuant to this Agreement or the WAL for a minimum of four years after termination or expiration of this Agreement and the WAL, or longer if required by law. Such records shall include at minimum a detailed record of daily performance, staff time records, subconsultants time records, documentation of all costs incurred by Consultant that were billed to District, and detailed records of all Consultant fees, overhead, and profit on earned amounts.

a. Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, or other documents or records evidencing or relating to work, services, expenditures and disbursements charged to District pursuant to this Agreement or the WAL for a minimum of four years, or longer if required by law, all in accordance with generally accepted accounting principles and with sufficient detail so as to permit an accurate evaluation of the Services provided by Consultant pursuant to this Agreement or the WAL.

b. Any and all such records or documents shall be made available for inspection, audit and copying, at any time during regular business hours, upon request by District or its designated representative. Copies of such documents or records shall be provided directly to District for inspection, audit and copying when it is practical to do so; otherwise, unless an alternative is mutually agreed upon, such documents and records shall be made available at Consultant's address indicated for receipt of notices in this Agreement.

c. District has the right to acquire custody of such records by written request if Consultant decides to dissolve or terminate its business. Consultant shall deliver or cause to be delivered all such records and documents to District within sixty (60) days of receipt of the request.

19. **Independent Contractor.** Consultant is retained as an independent contractor and is not employed by District. No employee or agent of Consultant shall become, or be considered to be, an employee of District for any purpose. It is agreed that District is interested only in the results obtained from the Services under this Agreement and the WAL and that Consultant shall perform as an independent contractor with sole control of the manner and means of performing the Services required under this Agreement and the WAL. Consultant shall complete this Agreement and the WAL according to its own methods of work which shall be in the exclusive charge and control of Consultant and which shall not be subject to control or supervision by District except as to results of the Services. Consultant shall provide all of its own supplies, equipment, facilities, materials, manpower, and any/all other resources that may become necessary in the course of completing the Services. It is expressly understood and agreed that Consultant and its employees shall in no event be entitled to any benefits to which District employees are entitled, including, but not limited to, overtime, retirement benefits, insurance, vacation, worker's compensation benefits, sick or injury leave or other benefits. Consultant will be responsible for payment of all of Consultant's employees' wages, payroll taxes, employee benefits and any amounts due for federal and state income taxes and Social Security taxes since these taxes will not be withheld from payments under this Agreement or the WAL.

a. The personnel performing the Services under this Agreement and the WAL on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Consultant, its agents or employees shall not at any time or in any manner represent that Consultant or any of Consultant's officers, employees, or agents are in any manner officials, officers, employees or agents of District.

b. Consultant shall have no authority to bind District in any manner, or to incur any obligation, debt or liability of any kind on behalf of or against District, whether by contract or otherwise, unless such authority is expressly conferred in writing by District, or under this Agreement.

20. **Standard of Performance.** Consultant represents and warrants that it has the skill, qualifications, experience and facilities necessary to properly perform the Services required under this Agreement and the WAL in a thorough, competent and professional manner. Consultant represents and warrants that its employees and subcontractors have all legally required licenses, permits, qualifications and approvals necessary to perform the Services and that all such licenses and approvals shall be maintained throughout the term of this Agreement and the WAL. Consultant shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all Services

described herein and the WAL. In meeting its obligations under this Agreement and the WAL, Consultant shall employ, at a minimum, the standard of care utilized by persons engaged in providing services similar to those required of Consultant under this Agreement and the WAL for California school districts in or around the same geographic area of District (the "Standard of Performance").

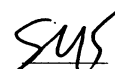
21. **Confidential Information.** All information gained during performance of the Services and all Documents or other work product produced by Consultant in performance of this Agreement and the WAL shall be considered confidential ("confidential information"). Consultant shall not release or disclose any such confidential information, Documents or work product to persons or entities other than District without prior written authorization from the Superintendent of District and/or Program Manager, except as may be required by law. Confidential information does not include information that: (i) Consultant had in its possession prior to considering entering into this Agreement; (ii) becomes public knowledge through no fault of Consultant; (iii) Consultant lawfully acquires from a third party not under an obligation of confidentiality to the disclosing party; or (iv) is independently developed by Consultant without benefit of the information provided by District. In connection with confidential information:

a. Consultant shall promptly notify District if it is served with any summons, complaint, subpoena or other discovery request, court order or other request from any party regarding this Agreement or the WAL or the Services performed hereunder or the WAL.

b. District retains the right, but has no obligation, to represent Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with District and to provide District with the opportunity to review any response to discovery requests provided by Consultant; provided that this does not imply or mean the right by District to control, direct, or rewrite said response.

22. **Conflict of Interest; Disclosure of Interest.** Consultant covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of District or which would in any way hinder Consultant's performance of the Services under this Agreement or the WAL. Consultant further covenants that in the performance of this Agreement and the WAL, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of District. Consultant agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of District in the performance of this Agreement and the WAL.

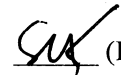
a. Bylaws of the Board 2030(A) E, 2030(B) E and 2030(C) E, as hereinafter amended or renumbered, require that a consultant that qualifies as a "designated employee" must disclose certain financial interests by filing financial interest disclosures. By its initials below, Consultant (i) represents that it has received and reviewed a copy of the Bylaws of the Board 2030(A) E, 2030(B) E and 2030(C) E and that it does does not qualify as a "designated employee"; and (ii) agrees to notify District, in writing, if Consultant believes that it is a "designate employee" and should be filing financial interest disclosures, but has not been previously required to do so by District.

 (Initials)

23. **Compliance with Applicable Laws.** In connection with the Services and its operations, Consultant shall keep itself informed of and comply with all applicable federal, state and local laws, statutes, codes, ordinances, regulations and rules including, but not limited to, minimum wages and/or prohibitions against discrimination, in effect during the Term. Consultant shall obtain any and all licenses, permits and authorizations necessary to perform the Services. Neither District, nor any

elected or appointed boards, officers, officials, employees or agents of District shall be liable, at law or in equity, as a result of any failure of Consultant to comply with this section.

a. Without limiting the generality of the foregoing, Consultant, unless exempted, shall comply with the requirements of Education Code Section 45125.1 with respect to fingerprinting of employees who may have contact with District's pupils. Consultant must complete District's certification form, attached herein as Exhibit E, prior to any of Consultant's employees coming into contact with any of District's pupils. Consultant also agrees to comply with all other operational requirements of District, as may be revised from time to time, including but not limited to any obligations relating to vaccination or testing for infectious diseases.

 (Initials)

24. **Unauthorized Aliens.** Consultant hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. §§ 1101, et seq., as amended, and in connection therewith, shall not employ "unauthorized aliens" as that term is defined in 8 U.S.C.A. §1324a(h)(3). Should Consultant so employ such individuals for the performance of work and/or Services covered by this Agreement or the WAL, and should any liability or sanctions be imposed against District for such employment, Consultant hereby agrees to and shall reimburse District for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by District.
25. **Non-Discrimination.** Consultant shall abide by the applicable provisions of the United States Civil Rights Act of 1964 and other provisions of law prohibiting discrimination and shall not discriminate, in any way, against any person on the basis of race, color, religious creed, national origin, ancestry, sex, sexual orientation, age, physical handicap, medical condition or marital status in connection with or related to the performance of this Agreement or the WAL.
26. **Disabled Veteran Business Enterprise Participation.** Pursuant to Education Code section 17076.11, District has a participation goal for disabled veteran business enterprises (DVBES) of at least three (3) percent, per year, of funds expended each year by District on projects that use funds allocated by the State Allocation Board pursuant to the Leroy F. Greene School Facilities Act. Unless waived in writing by District, Consultant shall provide proof of DVBE compliance, in accordance with any applicable policies of District or the State Allocation Board, within thirty (30) days of its execution of this Agreement
27. **Assignment.** The expertise and experience of Consultant are material considerations for this Agreement and the WAL. District has an interest in the qualifications of and capability of the persons and entities that will fulfill the duties and obligations imposed upon Consultant under this Agreement and the WAL. In recognition of that interest, Consultant shall not assign or transfer this Agreement or any portion of this Agreement or any portion of the WAL or the performance of any of Consultant's duties, Services or obligations under this Agreement or the WAL without the prior written consent of District and approved by District's Board of Trustees. Any attempted assignment shall be ineffective, null and void, and shall constitute a material breach of this Agreement and the WAL entitling District to any and all remedies at law or in equity, including summary termination of this Agreement and the WAL.
28. **Subcontracting.** Notwithstanding the above, Consultant may utilize subcontractors in the performance of its duties pursuant to this Agreement and the WAL, but only with the prior written consent of District. Consultant shall be as fully responsible to District for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by Consultant's subcontractors, as if the acts and omissions were performed by Consultant directly.

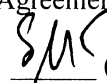
29. **District Administrator.** Lisa Franz shall be in charge of administering this Agreement on behalf of District, (the “Administrator”) provided that any written notice or any consent, waiver or approval of District must be signed by the Superintendent or a designated employee of District to be valid. The Administrator has completed **Exhibit D** “Conflict of Interest Check” attached hereto.

30. **Continuity of Personnel.** Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant’s staff and subcontractors consistent with the staff proposed as part of the Statement of Qualifications, if any, assigned to perform Services under this Agreement and the WAL.

a. Consultant shall provide District and the Administrator a list of all personnel and subcontractors providing Services and shall maintain said list current and up to date at all times during the Term. The list shall include the following information: (1) all full or part-time staff positions by title, including volunteer positions whose direct services are required to provide the Services; (2) a brief description of the functions of each such position and the hours each position works each week or, for part-time positions, each day or month, as appropriate; (3) the professional degree, if applicable, and experience required for each position; and (4) the name of the person responsible for fulfilling the terms of this Agreement and the WAL.

31. **Indemnification.** To the fullest extent permitted by law, Consultant shall defend and indemnify District and its officials, elected board members, employees and agents (“Indemnified Parties”) from and against all claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, its officers, employees, consultants, subcontractors, or agents, pursuant to this Agreement and/or the WAL, but not for any loss, injury, death or damage caused by the active negligence or willful misconduct of any of the Indemnified Parties.

a. Consultant agrees to obtain executed indemnity agreements with provisions identical to the above from each and every subcontractor retained or employed by Consultant in the performance of this Agreement and the WAL. Failure of District to monitor compliance with these requirements imposes no additional obligations on District and will in no way act as a waiver of any rights hereunder. Consultant’s obligation to indemnify and defend District as set forth above is binding on the successors, assigns or heirs of Consultant and shall survive the termination of this Agreement and the WAL.

 (Initials)

32. **Insurance.** Consultant agrees to obtain and maintain in full force and effect during the term of this Agreement the insurance policies set forth in **Exhibit C** “Insurance” and made a part of this Agreement. All insurance policies shall be subject to approval by District as to form and content. These requirements are subject to amendment or waiver if so approved in writing by the District Superintendent.

33. **Notices.** All notices required or permitted to be given under this Agreement or the WAL shall be in writing and shall be personally delivered, or sent by telecopier or certified mail, postage prepaid and return receipt requested, addressed as follows:

To District: Oxnard School District
1051 South A Street
Oxnard, California, 93030
Attention: Lisa Cline
Assistant Superintendent, Business & Fiscal Services
Re: [Insert Project Name]

With electronic copy to: Caldwell Flores Winters, Inc.
Oxnard School District Program Manager
6425 Christie Ave., Suite 270
Emeryville, California 94608
Attention: Yuri Calderon
T: 510-596-8170
Email: ycalderon@cfwinc.com

To Consultant: Rincon Consultants, Inc.
180 North Ashwood Avenue
Ventura, CA 93003
Attention: Stephen Svete
T: (805) 644-4455
Email: svete@rinconconsultants.com

All notices, demands, or requests to be given under this Agreement or the WAL shall be given in writing and conclusively shall be deemed received when delivered in any of the following ways: (i) on the date delivered if delivered personally; (ii) on the date sent if sent by facsimile transmission and confirmation of transmission is received; (iii) on the date it is accepted or rejected if sent by certified mail; and (iv) the date it is received if sent by regular United States mail.

34. **Excusable Delays.** Neither Party will be liable to the other for unanticipated delays or failures in performance resulting from causes beyond the reasonable control of that Party, including, but not limited to, acts of God, labor disputes or disturbances, material shortages or rationing, riots, acts of war, governmental regulations, communications or utility failures, or casualties; provided that the delayed Party: (i) gives the other Party prompt written notice of such cause; and (ii) uses its reasonable efforts to correct such failure or delay in its performance. The delayed Party's time for performance or cure under this section will be extended for a period equal to the duration of the cause or sixty (60) days, whichever is less.
35. **Entire Agreement; Binding Effect.** This Agreement including Exhibits hereto, contains the entire understanding of the Parties, and supersedes all other written or oral agreements. Consultant shall be entitled to no other benefits other than those specified herein. No changes, amendments or alternations shall be effective unless in writing and signed by both Parties and approved by District's Board of Trustees. Consultant specifically acknowledges that in entering into this Agreement, Consultant relied solely upon the provisions contained in this Agreement and no others. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the Parties.
36. **Amendment.** No changes, amendments to or modifications of this Agreement or the WAL shall be valid, effective or binding unless made in writing and signed by both Parties and approved by the District's Board of Trustees. The Parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.
37. **Waiver.** Waiver by any Party of any term, condition, or covenant of this Agreement or the WAL shall not constitute a waiver of any other term, condition, or covenant. Waiver by any Party of any breach of the provisions of this Agreement or the WAL shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement or the WAL. None of the provisions of this Agreement or the WAL shall be considered waived by either Party unless such waiver is specifically specified in writing. Neither District's review, approval of, nor payment for, any of the Services required under this Agreement or the WAL shall be construed to operate as a waiver of

any rights under this Agreement or the WAL, and Consultant shall remain liable to District in accordance with this Agreement and the WAL for all damages to District caused by Consultant's failure to perform any of the Services to the Standard of Performance. This provision shall survive the termination of this Agreement and the WAL.

- 38. **Governing Law.** This Agreement and the WAL shall be interpreted, construed and governed according to the laws of the State of California. With respect to litigation involving this Agreement, the WAL or the Services, venue in state trial courts shall lie exclusively in the County of Ventura, California.
- 39. **Severability.** If any term, condition or covenant of this Agreement or the WAL is declared or determined by any court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement and the WAL shall not be affected thereby and the Agreement and WAL shall be read and construed without the invalid, void or unenforceable provision(s).
- 40. **Authority to Execute.** The person or persons executing this Agreement on behalf of Consultant represents and warrants that he/she/they has/have the authority to so execute this Agreement and to bind Consultant to the performance of its obligations hereunder.

IN WITNESS WHEREOF, District and Consultant have executed and delivered this Agreement for consultant services as of the date first written above.

OXNARD SCHOOL DISTRICT:

Lisa A. Franz
Signature

Lisa A. Franz, Director, Purchasing
Typed Name/Title

11-20-13
Date

Tax Identification Number: 95-6002318

RINCON CONSULTANTS INC.:

[Signature]
Signature

STEPHEN SNEYDE, AICP/N.P.
Typed Name/Title

10-31-2013
Date

Tax Identification Number: 77-0390093

Not Project Related

Project #13-131

EXHIBIT A
TO AGREEMENT FOR CONSULTANT SERVICES #13-131

WORK AUTHORIZATION PROCEDURES

1. Assignment of Work Authorization

- 1.1. Request For Proposal (RFP): At the sole discretion of District, one or more prequalified professional services consultants shall be solicited with a Request For Proposal (“RFP”) for a specific lump sum fixed fee proposal for defined Services to be complete within a defined timeline. For a proposal to be valid it must clearly acknowledge the complete Services requested by District and must include a lump sum fixed fee amount to complete all defined Services, a clearly defined schedule for completion of Services which meets the required timeline defined by District and shows final completion to occur within the Term of this Agreement.
- 1.2. Evaluation of Proposal: District’s Program Manager, in consultation with District, shall review each proposal for validity, accuracy, competitiveness, and overall quality of the Services proposed to be performed. In the case where more than one firm is solicited for a scope of defined Services, the Program Manager shall evaluate each proposal thoroughly based on predetermined, objective criteria to ensure a just and fair review of all proposals.
- 1.3. Selection of Consultant: Following evaluation of proposals, the consultant whose proposal exhibits the best value for the benefit of District shall be recommended to the Superintendent for approval.
- 1.4. Work Authorization Letter (WAL): With the approval of the District Superintendent, the Program Manager shall issue a Work Authorization Letter (“WAL”) to the selected consultant to perform the defined Services as indicated in the RFP, for the lump sum fixed fee amount reflected in the proposal, with all Services to complete within the timeline indicated in the RFP, and the Term set forth in this Agreement. District retains the right to negotiate all terms of the WAL subsequent to the receipt of proposal(s) in order to clarify the scope of Services, and/or make any adjustments to the fee amount and required schedule prior to issuance of the WAL. The WAL shall be considered a binding agreement, and amendment to this Agreement, once executed by Consultant, approved by the District Board of Trustees, and executed by the Superintendent.
- 1.5. Performance of Services Set Forth in the WAL: Performance of Services set forth in the WAL shall not commence until final approval by the District Superintendent and Board of Trustees, unless expressly authorized by the District Superintendent and Program Manager. During the course of completing the Services, Consultant shall comply will all provisions of this Agreement and the WAL. All Services set forth in the WAL shall be completed within the schedule set forth in the WAL.
- 1.6. Close Out of WAL Services: Upon completion of all Services required by the WAL, Consultant shall submit all required close-out documentation, certifications, records, reports, warranties, and any other information required or requested by District prior to submitting Consultant’s invoice for final payment.
- 1.7. WAL Form: See next page for sample Work Authorization Letter.

- Not Project Related
- Project #13-131

	WORK AUTHORIZATION LETTER (WAL)	
	GENERAL INFORMATION	
	PROJECT #:	DATE:
	SITE NAME:	DSA #:
	MASTER AGREEMENT #:	OPSC #:
WAL #:	VENDOR ID:	
PURSUANT TO MASTER AGREEMENT BETWEEN:		
DISTRICT	CONSULTANT	
OXNARD SCHOOL DISTRICT 1051 South A. St. Oxnard, CA 93030 (805) 385-1501	Firm Name: Street: City, State, Zip: Phone:	
SCOPE OF SERVICES TO BE PERFORMED UNDER THIS WAL		
(ATTACH ADD'L PAGES AS NECESSARY)		
SCHEDULE OF SERVICES TO BE PERFORMED UNDER THIS WAL		
START DATE:		COMPLETION DATE:
FIXED FEE AMOUNT: _____		
<p><i>This fee amount is based upon Consultant's proposal dated _____, and subsequent negotiations mutually agreed to by all parties.</i></p> <p><i>This WAL is inherently a part of the Master Agreement indicated above. It is bound by the general terms and conditions of the Master Agreement. This WAL describes in detail the Consultants specific scope of Services, agreed upon lump sum fixed fee, agreed upon schedule for completion of Services, and other provisions required to clearly indicate the required Services, and terms of this WAL.</i></p> <p><i>This WAL and associated Master Agreement hereby supersede any and all terms, conditions, and other provisions of the Consultant's proposal, and such terms, conditions, and other provisions are null and void and are not incorporated to any extent as part of this WAL and associated Master Agreement whether or not they are directly superseded by this WAL and/or the associated Master Agreement.</i></p>		
IN WITNESS THEREOF, THE PARTIES HAVE AGREED TO AND EXECUTED THIS WAL AS SET FORTH BELOW:		
DISTRICT	CONSULTANT	
OXNARD SCHOOL DISTRICT _____ (SIGNATURE)	CONSULTANT: _____ (SIGNATURE)	
_____ (DATE)	_____ (DATE)	
FOR DISTRICT USE ONLY		
PROJECT MANAGER:	PREPARED BY:	
PO #:	PO AMOUNT:	
SOURCE OF FUNDS:	<input type="checkbox"/> MEASURE "R" <input type="checkbox"/> DEF. MAINT. <input type="checkbox"/> DEV. FEES <input type="checkbox"/> OTHER: _____	
COST ID:		
(PM APPROVAL SIGNATURE)		(DATE)
SPECIAL INSTRUCTIONS:		

Not Project Related

Project #13-131

EXHIBIT B
TO AGREEMENT FOR CONSULTANT SERVICES #13-131

COMPENSATION & RATE/FEE SCHEDULE

I. The following rates of pay shall apply in the performance of the Services under this Agreement and the WAL:

Document/Study	Estimated Costs
Initial Study – Mitigated Negative Declaration	\$15,000 - \$80,000
Environmental Impact Report	\$40,000 - \$200,000
Phase I Environmental Site Assessment	\$2,500 - \$3,200
Preliminary Environmental Assessment	\$16,000 - \$21,000
Pipeline Study	\$3,000 - \$5,000
Geotechnical Study	\$25,000 - \$40,000

CDE Coordination and Compliance tasks are typically conducted by Senior Staff II professionals on an as needed basis.

Professional, Technical, and Support Personnel	Rate
Principal II	\$ 210/hour
Principal I	\$ 180/hour
Senior Supervisor II	\$ 160/hour
Supervisor I	\$ 145/hour
Senior Staff II	\$ 135/hour
Senior Staff I	\$ 120/hour
Professional Staff Analyst III	\$ 105/hour
Professional Staff Analyst II	\$ 95/hour
Professional Staff Analyst I	\$ 85/hour
Environmental Technician	\$ 60/hour
Environmental Field Aide	\$ 55/hour
Senior GIS Specialist	\$ 105/hour
GIS Specialist/CAD Specialist	\$ 85/hour

Professional, Technical, and Support Personnel	Rate
Graphic Designer	\$ 75/hour
Technical Editor	\$ 85/hour
Clerical/Administrative Support Staff	\$ 65/hour
Production Technician	\$ 65/hour

Not Project Related

Project #13-131

II. Consultant may utilize subcontractors as permitted in the Agreement and the WAL. The hourly rate for any subcontractor shall be consistent with the rate and fee schedule indicated in Section I above, unless other direction is provided with written authorization from District Superintendent or his/her designee.

III. Claims for reimbursable expenses shall be documented by appropriate invoices and supporting receipts. Consultant may be reimbursed for those reasonable out-of-pocket expenses set forth below that are incurred and paid for by Consultant beyond the typical obligations under this Agreement and the WAL, but only to the extent that such expenses are directly related to Services satisfactorily completed, are approved by District in writing and do not cause the amounts paid to Consultant to exceed the amounts allowed under this Agreement and the WAL. No mark-up of any expense is permitted. The following is the EXCLUSIVE list of reimbursable expenses:

A. Travel and Mileage. Consultant must request the travel in writing and justify why the travel should be reimbursed. Travel expenses must be approved in writing by District, in its sole discretion. Trips from any Consultant's office to District's office or to the subject project site will not be approved for reimbursement.

B. Reimbursable Reprographic Services. Print sets or copies requested in writing by District beyond the quantities required under the WAL.

C. Fees for Subcontractors. Fees for subcontractors hired and paid by Consultant at the written request of District and are permitted in the Agreement and the WAL.

D. Fees advanced for securing approval of public agencies having jurisdiction over any project hereunder.

IV. Consultant shall provide to District a complete Schedule of Values (SOV), identifying major work activities required to complete the authorized scope of work. All invoices must reflect the appropriate progress percentage for each SOV item billed, to be verified by District. District will compensate Consultant for the Services performed upon approval by District of a valid and complete invoice, in form and substance acceptable to District. See Exhibit G for required Invoice Approval Form and Billing Cover Sheet. The Billing Cover Sheet shall reflect the approved SOV. In connection with Services that are only partially completed at the time an invoice is paid, notwithstanding any provision of the Agreement, the WAL, or any other document, payment of the invoice does not constitute acceptance of the partially completed work or Service. Each invoice is to include:

A. Billing Cover Sheet/SOV with all appropriate progress percentages identified toward completion of the Services.

B. Acceptable back-up for billings shall include, but not be limited to:

- a. Records for all personnel describing the work performed, the number of hours worked, and the hourly rate, for all time charged to the Services.**
- b. Records for all supplies, materials and equipment properly charged to the Services.**
- c. Records for all travel pre-approved by District and properly charged to the Services.**
- d. Records for all subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.**

Unless otherwise directed by District, in writing, completed invoices are to be submitted to the attention of the Director of Purchasing and the Assistant Superintendent, Business and Fiscal Services. To be considered complete, the invoice packet shall include all back-up documentation required by District and sign-off from District staff, Program Manager or project manager assigned by District to supervise the Services.

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V. The total compensation for the Services shall be provided for in the WAL(s) issued subsequent to this Agreement.

VI. Compensation Upon Termination. In the event that District suspends or terminates this Agreement, the WAL or any of the Services pursuant to Section 11 or Section 12a of the Agreement, District will pay Consultant as provided herein and the WAL for all Services and authorized Additional Work actually performed, and all authorized reimbursable expenses actually incurred and paid, under and in accordance with this Agreement and the WAL, up to and including the date of suspension or termination; provided that such payments shall not exceed the amounts specified in the Agreement and the WAL as compensation for the Services completed, plus any authorized Additional Work and authorized reimbursable expenses completed prior to suspension or termination. No payment for demobilization shall be paid unless District at its sole discretion determines that demobilization or other compensation is appropriate. After a notice of termination is given, Consultant shall submit to District a final claim for payment, in the form and with certifications prescribed by District. Such claim shall be submitted promptly, but in no event later than forty (40) calendar days after the Termination Date specified on the notice of termination. Such payment shall be Consultant's sole and exclusive compensation and District shall have no liability to Consultant for any other compensation or damages, including without limitation, anticipated profit, prospective losses, legal fees or costs associated with legal representation or consequential damages, of any kind.

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EXHIBIT C
TO AGREEMENT FOR CONSULTANT SERVICES #13-131

INSURANCE

I. Insurance Requirements. Consultant shall provide and maintain insurance, acceptable to District Superintendent or District Counsel, in full force and effect throughout the Term of this Agreement and the WAL, against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by Consultant, its agents, subcontractors, representatives and/or employees. Insurance is to be placed with insurers authorized to conduct business in the State of California and with a current A.M. Best's rating of no less than A, as rated by the current edition of Best's Key Rating Guide, published by A.M. Best Company, Oldwick, New Jersey 08858. Consultant shall provide the following scope and limits of insurance:

A. Minimum Scope of Insurance. Coverage shall be at least as broad as:

- (1) Commercial General Liability coverage of not less than two million dollars (\$2,000,000) aggregate and one million dollars (\$1,000,000) per occurrence.
- (2) Auto liability insurance with limits of not less than one million dollars (\$1,000,000).
- (3) Insurance coverage should include:
 - 1. owned, non-owned and hired vehicles;
 - 2. blanket contractual;
 - 3. broad form property damage;
 - 4. products/completed operations; and
 - 5. personal injury.
- (4) Workers' Compensation insurance as required by the laws of the State of California.
- (5) Abuse and Molestation coverage of not less than two million dollars (\$2,000,000) per occurrence and five million dollars (\$5,000,000) aggregate.
- (6) Professional liability (Errors and Omissions) insurance, including contractual liability, as appropriate to the Consultant's profession, in an amount of not less than the following:

Accountants, Attorneys, Education Consultants, Nurses, Therapists	\$1,000,000
Architects	\$1,000,000 or \$2,000,000
Physicians and Medical Corporations	\$5,000,000

Failure to maintain professional liability insurance is a material breach of this Agreement and the WAL and grounds for immediate termination

II. Other Provisions. Insurance policies required by this Agreement shall contain the following provisions:

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A. All Policies. Each insurance policy required by this Agreement shall be endorsed and state the coverage shall not be suspended, voided, cancelled by the insurer or either Party to this Agreement, reduced in coverage or in limits except after 30 days' prior written notice by Certified mail, return receipt requested, has been given to District

B. General Liability, Automobile Liability, and Abuse/Molestation Coverages.

(1) District, and its respective elected and appointed officers, officials, employees and volunteers are to be covered as additional insureds (collectively, "additional insureds") as respects the following: liability arising out of activities and/or Services Consultant performs; products and completed operations of Consultant; premises owned, occupied or used by Consultant; automobiles owned, leased, hired or borrowed by Consultant, and Abuse/Molestation. The coverage shall contain no special limitations on the scope of protection afforded to additional insureds.

(2) Each policy shall state that the coverage provided is primary and any insurance carried by any additional insured is in excess to and non-contributory with Consultant's insurance.

(3) Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

(4) Any failure to comply with the reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to any additional insured.

III. Other Requirements. Consultant agrees to deposit with District, at or before the effective date of this Agreement and the WAL, certificates of insurance necessary to satisfy District that the insurance provisions of this Agreement have been complied with. District may require that Consultant furnish District with copies of original endorsements effecting coverage required by this section. The certificates and endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. District reserves the right to inspect complete, certified copies of all required insurance policies, at any time.

A. If any Services are performed by a subcontractor, Consultant shall furnish certificates and endorsements from each subcontractor identical to those Consultant provides.

B. Any deductibles or self-insured retentions must be declared to and approved by District. At the option of District, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects District or its respective elected or appointed officers, officials, employees and volunteers or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration, defense expenses and claims.

C. The procuring of any required policy or policies of insurance shall not be construed to limit Consultant's liability hereunder nor to fulfill the indemnification provisions and requirements of this Agreement.

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EXHIBIT D
TO AGREEMENT FOR CONSULTANT SERVICES #13-131

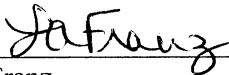
CONFLICT OF INTEREST CHECK

Bylaws of the Board 2030(C)E requires that the Superintendent or a designee make a determination, on a case by case basis, concerning whether disclosure will be required from a consultant to comply with District's Conflict of Interest Code (commencing with Bylaws of the Board 2030 BB).

Consultants are required to file disclosures when, pursuant to a contract with District, Consultant will make certain specified government decisions or will perform the same or substantially the same duties for District as a staff person would.

The services to be performed by Consultant under the Agreement to which this Exhibit D is attached constitute do not constitute governmental decisions or staff services within the meaning of the Conflict of Interest Code. Therefore, Consultant, is is not subject to disclosure obligations.

Date: 11-20-13

By: 

Lisa A. Franz
Director, Purchasing

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EXHIBIT "E"
TO AGREEMENT FOR CONSULTANT SERVICES #13-131

**BACKGROUND CHECK AND FINGERPRINTING PROCEDURES
FOR CONTRACTORS**

The successful Bidder will be required to assure that its employees, subcontractors of any tier, material suppliers, and consultants do not have direct contact with the District's students during the performance of the Contract in compliance with Education Code §§ 45125.1 and 45125.2. To assure these provisions, the successful Bidder's supervisor shall be fingerprinted, and proof of same shall be provided to the District prior to start of on-site work. The supervisor will monitor the workers' conduct while on school grounds. In addition, the successful Bidder shall barricade the Work area to separate its workers from the students. Costs associated with this process are the responsibility of the successful Bidder.

The Contractors' construction supervisors or their unsupervised employees who will be working outside of fenced areas during the school hours **must** have submitted a fingerprint identification card to the Department of Justice (DOJ) and have a proof of clearance in the form of an affidavit filed in the Oxnard School District's Purchasing Office **prior to** the start of the Work.

California Education Code §§45125.1 and 45125.2 require that criminal checks be completed for contractors (Contracting Firm) who provide architectural, construction, janitorial, administrative, landscape, transportation, food-related, or other similar services to school districts.

The undersigned does hereby certify to the Board of Trustees of the Oxnard School District as follows:

That I am a representative of the Contractor currently under contract ("Contract") with the District; that I am familiar with the facts herein certified, and am authorized and qualified to execute this certificate on behalf of Contractor.

Contractor certifies that it has taken the following actions with respect to the construction Project that is the subject of the Contract:

1. Pursuant to Education Code §45125.2, Contractor has installed or will install, prior to commencement of Work, a physical barrier at the Work Site, which will limit contact between Contractor's employees and District pupils at all times (mandatory for all Projects); AND

2. The Contractor has complied with the fingerprinting requirements of Education Code §45125.1 with respect to all Contractor's employees and all of its subcontractors' employees who may have contact with District pupils in the course of providing services pursuant to the Contract, and the California Department of Justice has determined that none of those employees has been convicted of a felony, as that term is defined in Education Code §45122.1. A complete and accurate list of Contractor's employees and of all its subcontractors' employees who may come in contact with District pupils during the course and scope of the Contract is attached hereto; AND/OR

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3. Pursuant to Education Code §45125.2, Contractor certifies that all employees will be under the continual supervision of, and monitored by, an employee of the Contractor who the California Department of Justice has ascertained has not been convicted of a violent or serious felony. The name and title of each employee who will be supervising Contractor's employees and its subcontractors' employees is:

Name: STEPHEN SVETE
Title: VICE PRESIDENT

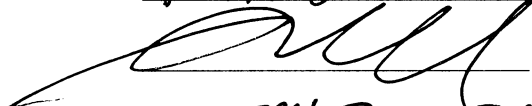
AND/OR

4. The Work on the Contract is at an unoccupied school site and no employee and/or subcontractor or supplier of any tier of Contract shall come in contact with District pupils.

Contractor's responsibility for background clearance extends to all of its employees, Subcontractors, and employees of Subcontractors coming into contact with District pupils regardless of whether they are designated as employees or acting as independent contractors of the Contractor.

Date: 10-31-2013

Proper Name of Contractor: RINCON CONSULTANTS, INC.

Signature: 
By: STEPHEN SVETE
Its: VICE PRESIDENT

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EXHIBIT "F"
TO AGREEMENT FOR CONSULTANT SERVICES #13-131

SCOPE OF SERVICES– CEQA/DTSC COMPLIANCE

The CEQA/DTSC Compliance Consultant's Scope of Work includes, but is not limited to, the following:

Consultant shall ensure that the project sites are thoroughly studied and analyzed regarding environment impact and presence of toxins, and that all required mitigation and abatement requirements are fully identified and filed with the State of California. All work by this consultant must be performed in accordance with Division of State Architect (DSA), California Department of Education (CDE), California Department of Toxic Substances Control (DTSC), California Environmental Quality Act (CEQA), California Occupational Safety and Health Administration (Cal-OSHA), and all other agencies having jurisdiction.

- a. Confirmation of categorical exemption status and/or required environmental reporting of assigned projects.
- b. Preparation and public review of an Initial Study and Mitigated Negative Declaration to fulfill the environmental review requirements under CEQA, including adoption of final IS/MND, Mitigation Monitoring & Reporting Program, and Findings as required under CEQA and CA Ed. Code 17213;
- c. Preparation of a Phase I Environmental Site Assessment as the initial task to comply with California Department of Toxic Substances Control (DTSC) and California Department of Education (CDE) requirements; and
- d. Completion of a school siting safety screening evaluation as required by CDE for new school site acquisition.

1. Project Initiation:

- a. Following the assignment of the project and approval of work authorization, the consultant shall meet with District representatives to discuss project compliance with the California Environmental Quality Act (CEQA) and DTSC requirements. The meeting agenda shall include the following items:
 - i. Introduction of District staff and consultant's representatives who will perform the work
 - ii. Discussion of potentially significant environmental issues, emphasis on controversial issues
 - iii. Discussion of preliminary calendar of events
 - iv. Discussion of preliminary distribution list for notices and CEQA documents
 - v. Discussion of preliminary budget

2. Calendar of Events:

- a. The consultant shall provide the District with a proposed calendar of events that show the following:
 - i. Date due
 - ii. Date complete
 - iii. Description of event
 - iv. Responsible party
 - v. Related documents and activities

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3. DTSC Compliance:

- a. Coordination & correspondence with DTSC.
- b. Completion of Phase I Environmental Site Assessment (ESA) in accordance with ASTM standard 1527-05, including records review, site reconnaissance, interviews, and report preparation. ESA shall also include all requirements per DTSC Draft School Environmental Assessment Manual (SEAM) published August 2008 – or per updated documents published more recently.
- c. Coordination with DTSC for review of ESA
- d. Completion of a draft PEA work plan to expedite DTSC review process.
- e. Completion of Phase II Sampling Program, as required by DTSC, and completion of the Preliminary Environmental Assessment (PEA)
- f. Coordination & Correspondence with the California Dept. of Education (CDE) to ensure compliance with CDE site safety checklist, completion of all required CDE forms and all other CDE site approval requirements, including but not limited to:
 - i. High Voltage Power Transmission Lines
 - ii. Airports
 - iii. Hazardous Air Emissions and Facilities Within a Quarter Mile
 - iv. Railroads
 - v. Pressurized Gas, Gasoline, or Sewer Pipelines
 - vi. High-Pressure Water Pipelines, Reservoirs, Water Storage Tanks
 - vii. Major Roadways
 - viii. Tsunami, Flood, and Dam Inundation
 - ix. EMF Frequencies

4. Initial Study/Notice of Preparation/Scoping Meeting:

- a. The consultant shall prepare a comprehensive project description which will form the basis for environmental evaluation under CEQA.
- b. The consultant shall analyze the project and prepare a Draft Initial Study (IS) to identify potentially significant environmental issues.
 - i. The Initial Study shall include:
 - Introduction & Environmental Setting – Purpose of study & general description of existing geographic character and immediate site vicinity.
 - Environmental Impact Analysis – Prepared per CEQA environmental checklist form. Where possible, impacts to be quantified or reasonable assumptions will be declared to forecast potential impacts. Standard mitigation measures will be incorporated.
- c. The consultant shall incorporate the IS into a notice of preparation (NOP) of CEQA documents for circulation among the public.
- d. The consultant shall prepare a proposed distribution list for CEQA documents.
- e. The consultant shall facilitate one or more scoping meetings.
- f. The consultant, subsequent to closure of the 30 day NOP review period, shall prepare a memorandum to the District summarizing the issues raised during the review period, including scoping meetings. The memorandum shall identify those issues that should be incorporated into the CEQA documents. The consultant shall recommend to the District whether additional analysis, outside of this scope of work, is necessary to address any issue.

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5. Negative Declaration:

- a. Should the District and the consultant conclude that the preparing of a negative declaration meets the requirements of CEQA, the consultant shall prepare and circulate the negative declaration to responsible government agencies, interested parties and the public for comment.
- b. The consultant shall prepare proposed written responses to comments by responsible government agencies, interested parties and the public for the District's review. The consultant shall distribute the District approved written responses to the persons and entities on the distribution list.

6. Mitigated Negatives

- a. Should the District and the consultant conclude that the preparing of a mitigated negative declaration (MND) is necessary to meet the requirements of CEQA, the consultant shall prepare the MND and recommended mitigation measures and a mitigation monitoring and reporting plan to reduce project impacts to below a level of significance and distribute same to responsible government agencies, interested parties and the public for comment.
- b. The Consultant shall facilitate publication/posting, circulation, and distribution to commenting agencies and interested groups/individuals, including preparation & distribution of Notice of Availability, and preparation of newspaper publication notices. All publication to be in accordance to CEQA guidelines section 15072.
- c. The consultant shall prepare and circulate written responses to comments by responsible government agencies, interested parties and the public.

7. Environmental Impact Report:

- a. Should the District and the consultant conclude that an environmental impact report (EIR) is necessary to meet the requirements of CEQA, the consultant shall prepare a Draft EIR. The Draft EIR shall incorporate relevant parts of technical studies such as the Preliminary Endangerment Assessment (PEA), geological reports, historical resources evaluations and investigative reports about developed and undeveloped real property contiguous to the project in addition to the following topics:
 - i. Aesthetics. Light and glare generated by the project from athletic fields, parking lots and security lights that may have significant impacts on surrounding real property and, if the real property has been developed as residential, the residential character of the area. The consultant shall use the conceptual site plan to determine the location of school facilities and potential light and glare impacts to the surrounding areas.
 - ii. Agriculture Resources. The EIR shall account for the existing use or past use of the project site for agricultural purposes.
 - iii. Air Quality. The consultant shall prepare a technical air quality analysis consistent with the requirements of the South Coast Air Quality Management District (SCAQMD). All technical calculations shall be provided as an appendix to the EIR. Background traffic volumes and level of service calculations developed as part of the traffic/circulation analysis shall be used in preparing this technical analysis. The analysis shall describe ambient air quality and evaluate construction emissions, regional emissions, and local carbon monoxide emissions, consistent with CEQA air quality analysis standards.
 - iv. Biological Resources. The EIR shall account for sensitive biological resources on the project site and if there are whether the project has the potential to cause impacts to biological resources.

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- v. Cultural/Paleontological Resources. The EIR shall contain a summary of historic resources evaluation findings. A report of historic resources evaluation shall be included in the EIR as an appendix. This EIR section shall include discussion of possible archaeological and paleontological resources, if any.
- vi. Geology and Soils. The EIR shall contain a summary of the geology and soils investigation report. A copy of the geology and soils investigation report shall be included in the EIR as an appendix.
- vii. Hazards and Hazardous Materials. The EIR shall contain a summary of the hazards investigations report. A copy of the hazards investigations report shall be included in the EIR as an appendix.
- viii. Hydrology and Water Quality. The EIR shall contain a summary of the hydrology or water quality report. A copy of the hydrology or water quality report shall be included in the EIR as an appendix.
- ix. Land Use and Planning. The EIR shall contain findings by the consultant of whether the project is consistent with the general plan of each jurisdiction within which the project site is located.
- x. Noise
 - The EIR shall contain a technical noise analysis prepared by the consultant that shall identify the impacts, if any, on sensitive land uses adjacent to the proposed project site. This report shall be summarized in the EIR and attached to the EIR as an appendix. This report shall take into consideration background daily traffic volumes, including existing and future baseline condition vehicular trips and project daily trip generation from the traffic/circulation analysis, shall be used in preparing this technical analysis.
 - The noise analysis shall address the baseline noise conditions and shall provide a quantitative analysis of construction noise, as well as operational noise generated by vehicle traffic and athletic field events. Mitigation measures shall be recommended to reduce impacts to below a level of significance.
- xi. Population and Housing
 - The EIR shall contain a description of the current population, housing, and employment characteristics for the jurisdiction in which the project site is located based on data from the jurisdiction's general plan or more recent Southern California Association of Governments (SCAG) projections, or most recent census data.
 - The consultant shall characterize the District's student enrollment characteristics and projections based on the District's Facilities Master Plan. The consultant shall evaluate these characteristics, how they are affected by the proposed project, how they relate to the controlling jurisdiction's general plan land use designations for the project site, and the levels of development allowed under the current designation.
- xii. Public Services and Utilities
 - The EIR shall contain an evaluation of the project's requirement for the extension of infrastructure to the project site for all required utilities such as water, electricity, telecommunications and sewerage.
 - The EIR shall contain an evaluation of the age and condition of existing infrastructure in the vicinity of the project site for all required utilities such as water, electricity, telecommunications and sewerage and a determination of whether substantial improvements to that infrastructure may be necessary and should be evaluated.

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- In addition to responses provided during the NOP review period, existing purveyors of public services and utilities shall be contacted by the consultant to ascertain the location and capacity of their facilities, to identify expansion plans, and to identify potential demand by the proposed project. Based on discussions with service providers, the consultant shall determine potential project impacts and identify mitigation.
 - The EIR shall include an analysis of the existing recreational facilities in the area of the project site.
- xiii. Vehicular Traffic Volume and Circulation. The Draft EIR shall contain a Traffic Impact Analysis (TIA) for the project prepared by the consultant that shall be summarized in the body of the Draft EIR. The report shall be included as an appendix to the EIR. The TIA report shall analyze on-site vehicular and pedestrians circulation as well as impacts to the surrounding street system. The TIA report shall take into consideration any vacation of streets. Mitigation Monitoring and Reporting Plan. The Draft EIR shall include a mitigation monitoring and reporting plan as an appendix to the EIR.
- xiv. Documents Mandated by CEQA. The EIR shall contain the following CEQA mandated findings in addition to the requirements outlined above:
- Cumulative impacts
 - Growth inducing impacts
 - Any significant irreversible environmental changes that, would be involved in the proposed action should it be implemented
 - Unavoidable adverse impacts
 - Alternatives Analysis - the consultant, based on information provided by the District shall provide an alternative analysis of possible project alternatives that were considered in addition to the required No Project Alternative.
- xv. Executive Summary. The Draft EIR shall include a reader friendly, non-technical executive summary.
- xvi. Mitigation Monitoring and Reporting Plan. The Draft EIR shall include a mitigation monitoring and reporting plan as an appendix to the EIR.

8. Review of Draft EIR by District Prior to Circulation:

- a. The consultant shall meet in a workshop format with the District's staff to discuss comments on the Draft EIR received during the public review period. This meeting will provide a forum to resolve all issues in an expedited manner the objective being to avoid multiple rounds of review, correction, and re-review by the District and the consultant.
- b. Following the meeting referred to above, the consultant shall make revisions to the document and it's supporting technical studies. After revising the Draft EIR, the consultant shall prepare an executive summary, which shall consist of a tabular summary of project impacts and mitigation measures and a determination of each impact's significance following mitigation. The executive summary shall contain a brief project description, controversial issues to be resolved, and a brief description of project alternatives.

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9. Response to Comments on EIR During Public Review Period:

- a. During the public review period, the consultant shall log in the comments and shall review the comments on the Draft EIR as they are received by the consultant.
- b. The consultant shall prepare proposed responses to comments on the Draft EIR in a style that is reader friendly, non-technical and communicates effectively to the public. All comments on the Draft EIR shall be considered for responses whether or not the subject of the comment is required in the Draft EIR. The consultant may recommend to the District the appropriate person/entity to prepare draft responses to comments on the Draft EIR.

10. Resolution; Findings of Fact; Statement of Overriding Considerations:

- a. The consultant shall prepare Findings of Fact that support the conclusions of the proposed Final EIR.
- b. The consultant shall prepare the related resolution for adoption by the Board of Education that certifies that the Final EIR as adequate and complete.
- c. If the proposed Final EIR identifies significant unavoidable impacts, the consultant shall prepare a Statement of Overriding Considerations.
- d. The Finding of Fact and the Statement of Overriding Considerations shall be such that they meet the requirements of Sections 15091 through 15093 of the State CEQA Guidelines, and fully address all facts and findings, project benefits, and project impact and benefit balancing considerations required of a statement of overriding considerations

11. Advertisement of Documents and Entering CEQA Documents into Public Records:

- a. Consultant shall be responsible for the timely advertising and distribution of all public notices and other documents related to project compliance with CEQA.
- b. Consultant shall be responsible for the timely filing of CEQA documents with government agencies such as the State Clearinghouse, County Recorder and Clerk of the Board of Supervisors to enter the documents into the public record. If time is of the essence in the filing of CEQA documents, consultant shall, as a reimbursable expense, advance filing fees and reasonable costs.

12. Project Management and Attendance at Progress Meetings:

- a. The consultant shall assume an active project management role. The consultant shall attend various project meetings and communicate and coordinate with government agencies, interested parties and the public as is typically required by the CEQA compliance process for similar projects and as requested by the District.
- b. The consultant shall be responsible for developing the work schedule, keeping the process on schedule and keeping the process within budget.
- c. The consultant's project manager shall establish and maintain ongoing verbal communication with the District. Additionally, the project manager shall prepare any writings requested by the District.
- d. In addition to those meetings shown in the work schedule, the consultant shall attend other meetings as may be requested by the District. Consultant's representatives at meetings shall be competent to address issues reasonably contemplated to be discussed among attendees.

13. Progress Reports:

- a. A progress report shall accompany the monthly invoice that shows the following:
 - i. Summary of work completed during the previous month as it relates to the work schedule

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- ii. Summary of work to be completed during the current month as it relates to the work schedule
- iii. Discussion of problem areas or project issues.

14. Reports:

As part of the Services, Consultant will prepare and deliver the following tangible work products to District:

- a. All progress reports, studies, final reports, and other documentation as indicated above, or as required by CEQA, DSA, DTSC, or any other agency having jurisdiction.
- b. Proof of all required submittal/filing of environmental studies and reports to the State of California.
- c. Completion of all required resolutions, adoptions, approval forms, etc. to ensure that environmental studies are duly accepted by the Board of Trustees and filed with appropriate local & state agencies.
- d. Completion of a school siting safety screening evaluation as required by CDE for new school site acquisition, and preparation of CDE required documentation for site approval application submittal.

15. Time

NTP + 7 days: Consultant shall submit to the District a comprehensive calendar of services, studies, and analyses required to complete the CEQA/DTSC environmental reporting requirements, as indicated in the "Calendar" scope section above.

NTP + 30 days: Consultant shall submit to the District draft Phase I ESA document.

NTP + 45 days: Consultant shall submit draft IS/MND report for District review.

NTP + 60 days: Consultant shall submit confirmation of completion of 30-day DTSC review cycle.

NTP + 90 days: Consultant shall submit final Phase I ESA incorporating all DTSC comments & revisions.

NTP + 120 days: Consultant shall complete the entire IS/MND process, including publication of final IS/MND report, 30-day public comment period, and preparation of draft Phase I ESA.

Final Phase I ESA + 90 days: Consultant shall submit, and confirm final DTSC approval of PEA report.

All required public posting guidelines and other timelines are to be considered and incorporated within the above milestones to the extent possible. In no way are the required dates above intended to supersede legal posting requirement for public review, public comment, or other required review periods.

16. Accuracy Standards

Precision of the all required reports and recommendations shall be in accordance with the professional standard of care to be expected of professional CEQA/DTSC consultants licensed to practice in the State of California.

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Consultant/Vendor Billing Instructions

Invoice Cover Sheet Set-Up.

- 1 See "billing tab" below for spreadsheet, these are the instructions
- 2 Enter Project Site name, DSA, project number, Project Type, Invoice #, Date, Your Company Name, fax, phone, etc....
- 3 Enter PO # (Purchase Order #) provided to you when contract issued.
- 4 Feel free to include your company logo if you wish
- 5 Enter approved contract agreements, amendments, re-imburseables, allowances, etc. for which you are billing. Include summary scope of work. Enter "Cost Code" provided to you by Program Manager.
- 6 If you wish to break the contract work items down into portions that you would typically separate for progressive payments, please do that now. If your contract allows re-imburseables in addition to contract fee, please separate these values. If you require more line items to complete this step, please highlight the entire last row by clicking on the grey row # at left, press CTRL+C to copy row, right click grey row # immediately below, select "Insert Copied Cells". This can be repeated as many times as necessary. Multiple rows can be copied/inserted in a single step by highlighting multiple rows prior to copying.

First Billing.

- 5 **IMPORTANT!** When you are entering costs for your first billing, enter values (dollar amounts) **ONLY** into the green column. The percentages will change automatically. **NOTE:** Select the (% Complete) billing tab if you prefer to track your billings based on total project % complete. Once % complete is entered, billable amount will populate automatically. Select the (lump sum) billing tab if you prefer to track your billings as a lump sum billable amount to date. Once lump sum amount is entered, % complete will populate automatically.
- 6 Send invoice based on the Dollar value at the PRE-RETENTION value, if applicable.

Subsequent Billings

- 7 Manually input the dollar values from the "cost completed to date" column into the blue "total previous billings" column
- 8 Enter the corresponding dollar values;% complete values into the green column for total work complete to date.
- 9 Submit a conditional release waiver with the billing. Submit signed pay request certification form.
- 10 Email (middlesdt@cfwinc.com), or mail to the CFW Oxnard office at 1901 Victoria Ave, Suite 106 Oxnard, CA 93035. Please allow 4-6 weeks for invoice processing prior to payment.
- 11 Please note that invoice amounts which exceed remaining contract balance will not be processed, and will be returned to Vendor pending additional contract agreement(s). Incorrect contract amounts, cost codes, or other errors & miscalculations can delay/prevent processing of payment.

NOTE: All Consultant/Vendor invoices must be accompanied by this worksheet to ensure proper payment. Invoices without this worksheet may be rejected and may delay payment until the next billing cycle or until the spreadsheet becomes accurate. Invoices not received by the 25th may be delayed until the next billing cycle. Contact the Program Manager with any questions regarding billing values, or any other information required, prior to submitting a billing.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/31/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER LEGENDS ENVIRONMENTAL INS.SVCS,LLC 2165 N GLASSELL STREET ORANGE, CA 92865 LICENSE #0C79875	CONTACT NAME	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
INSURED RINCON CONSULTANTS, INC. 180 NORTH ASHWOOD AVENUE VENTURA, CA 93003	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A:	AMERICAN SAFETY INDEMNITY COMPANY
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	
	NAIC #	A IX

COVERAGES **CERTIFICATE NUMBER:** 107184 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> CONTRACTORS POLL <input checked="" type="checkbox"/> XCU GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	X	X	ENV030030-11-01	9/22/2011	9/22/2014	EACH OCCURRENCE	\$ 3,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 50,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 3,000,000
							GENERAL AGGREGATE	\$ 4,000,000
							PRODUCTS - COMP/OP AGG	\$ 4,000,000
								\$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	X	X	ENV030030-11-01	9/22/2011	9/22/2014	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
A	UMBRELLA LIAB <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			ENU030031-13-03	9/22/2013	9/22/2014	EACH OCCURRENCE	\$ 5,000,000
							AGGREGATE	\$ 5,000,000
								\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						WC STATUTORY LIMITS	OTHER
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$
A	PROF LIABILITY/ CLMS MDE TRANSPORTATION COV. /CLMS MDE	X	X	ENV030030-11-01	9/22/2011	9/22/2014	RETRO DATES: 12/9/94, 9/1/08.	
							4,000,000 AGG. 3,000,000 EA OCC (PL)	
							1,000,000 AGG 1,000,000 PER OCC	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)


OXNARD SCHOOL DISTRICT, AND ITS RESPECTIVE ELECTED AND APPOINTED OFFICERS, OFFICIALS, EMPLOYEES AND VOLUNTEERS ARE INCLUDED AS ADDITIONAL INSURED WITH REGARD TO WORK PERFORMED BY OR ON BEHALF OF THE NAMED INSURED WHERE REQUIRED BY WRITTEN CONTRACT. REFER TO ADDITIONAL INSURED, PRIMARY & WAIVER ENDORSEMENTS ATTACHED. EACH INSURANCE POLICY REQUIRED BY THIS AGREEMENT SHALL BE ENDORSED AND STATE THE COVERAGE SHALL NOT BE SUSPENDED, VOIDED, CANCELLED BY THE INSURER OR EITHER PARTY TO THIS AGREEMENT, REDUCED IN COVERAGE OR IN LIMITS EXCEPT AFTER 30 DAYS' PRIOR WRITTEN NOTICE BY CERTIFIED MAIL, RETURN RECEIPT REQUESTED, HAS BEEN GIVEN TO DISTRICT.

CERTIFICATE HOLDER

OXNARD SCHOOL DISTRICT
1051 SOUTH A STREET
OXNARD, CA 93030

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE


THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
Any person or organization with whom the Named Insured enters into a written contract that requires them to be named as an Additional Insured for Completed Operations Coverage and the contract is executed prior to the start of the project. Oxnard School District, and its respective elected and appointed officers, officials, employees and volunteers	Where specified by written contract. RE: All Operations
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
Any person or organization with whom the Named Insured enters into a written contract that requires them to be named as an Additional Insured for Completed Operations Coverage and the contract is executed prior to the start of the project. Oxnard School District, and its respective elected and appointed officers, officials, employees and volunteers	Where specified by written contract. RE: All Operations
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

POLICY NUMBER: ENV030030-11-01
INSURED: RINCON CONSULTANTS, INC.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ENV 98 036 11 04

PRIMARY NON CONTRIBUTORY INSURANCE ENDORSEMENT FOR SPECIFIED PROJECT

This Endorsement shall not serve to increase our limits of insurance, as described in SECTION III – LIMITS OF INSURANCE.

In consideration of the payment of premiums, it is hereby agreed as follows

Solely with respect to the specified project listed below and subject to all terms, conditions and exclusions of the policy, this insurance shall be considered primary to the Additional Insured listed below if other valid and collectible insurance is available to the Additional Insured for a loss we cover for the Additional Insured under COVERAGE A. It is also agreed that any other insurance maintained by the additional insured shall be non-contributory.

Additional Insured(s)	Specified Project
Any person or organization with whom the Named Insured enters into a written contract that requires them to be named as an Additional Insured for Completed Operations Coverage and the contract is executed prior to the start of the project. Oxnard School District, and its respective elected and appointed officers, officials, employees and volunteers	Where Specified by written contract RE: All Operations

All other terms, conditions and exclusions under the policy are applicable to this Endorsement and remain unchanged.

POLICY NUMBER: ENV030030-11-01
NAMED INSURED: RINCON CONSULTANTS, INC.

COMMERCIAL GENERAL LIABILITY
ENV 98 031 11 07

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ASIC - ENV 01 031 11 07 ..ENV 01 031 11 07

ENDORSEMENT-- EXPANDED WAIVER OF SUBROGATION

This Endorsement shall not serve to increase our limits of insurance, as described in the LIMITS OF INSURANCE section of the policy.

We waive our rights to subrogation, against a project owner or general contractor in connection with the performance of "your work" at a specific project, provided that we are required to waive our rights to subrogation against such project owner or general contractor in a written contract for "your work" that you enter into with such project owner or general contractor prior to the start of such project, and subject to the following conditions and exclusions.

Subrogation shall not be waived with respect to any liability arising directly or indirectly out of any of the following actions of such project owner or general contractor:

1. "Professional services" on or in connection with the Project;
2. Modifying or changing the Project specifications without the express written consent of the insured; and
3. Any activities beyond the scope of monitoring the progress of the insured on the Project.

All other terms, conditions and exclusions under the policy are applicable to this Endorsement and remain unchanged.

Any person or organization with whom the Named Insured enters into a written contract that requires them to be named as an Additional Insured for Completed Operations Coverage and the contract is executed prior to the start of the project.

RE: Where specified by written contract.

Oxnard School District, and its respective elected and appointed officers, officials, employees and volunteers

RE: All Operations



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/31/2013

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IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER TWIW Insurance Services LLC - #0E52073 196 S. Fir Street PO Box 1388 Ventura CA 93002-1388	CONTACT NAME: Debbie Irwin	FAX (A/C. No): (805) 585-6832	
	PHONE (A/C. No. Ext): (805) 585-6732	E-MAIL ADDRESS: dirwin@twiw.com	
INSURED Rincon Consultants Inc. 180 N. Ashwood Ave. Ventura CA 93003	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Golden Eagle Ins Corp.		10836
	INSURER B: QBE Ins Corp		39217
	INSURER C:		
	INSURER D:		
	INSURER E:		
INSURER F:			

COVERAGES CERTIFICATE NUMBER: 13/14 AU/WC REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJ <input type="checkbox"/> LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			BA1078780	12/17/2012	12/17/2013	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Underinsured motorist BI single \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED \$ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N N/A	EQB0201324	2/1/2013	2/1/2014	<input checked="" type="checkbox"/> WC STATUTORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
AUTO: Oxnard School District and its respective elected and appointed officers, officials, employees and volunteers are named Additional Insured as respects to the operations of the Named Insured per the attached GECA701 0107. This insurance is primary and non-contributory to any other insurance held by the Additional Insured per the attached CA00011001. WC: A Waiver of Subrogation is added in favor of the Additional Insured per the attached WC991213A, endorsements apply only when required by written contract during the policy term.

CERTIFICATE HOLDER Oxnard School District 1051 South A Street Oxnard, CA 93030	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE David Shore/SHAROS

COMMERCIAL AUTO GOLD ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

SECTION II - LIABILITY COVERAGE

A. COVERAGE

1. WHO IS AN INSURED

The following is added:

- d. Any organization, other than a partnership or joint venture, over which you maintain ownership or a majority interest on the effective date of this Coverage Form, if there is no similar insurance available to that organization.
- e. Any organization you newly acquire or form other than a partnership or joint venture, and over which you maintain ownership of a majority interest. However, coverage under this provision does not apply:
 - (1) If there is similar insurance or a self-insured retention plan available to that organization; or
 - (2) To "bodily injury" or "property damage" that occurred before you acquired or formed the organization.
- in f. Any volunteer or employee of yours while using a covered "auto" you do not own, hire or borrow your business or your personal affairs. Insurance provided by this endorsement is excess over any other insurance available to any volunteer or employee.
- g. Any person, organization, trustee, estate or governmental entity with respect to the operation, maintenance or use of a covered "auto" by an insured, if:
 - (1) You are obligated to add that person, organization, trustee, estate or governmental entity as an additional insured to this policy by:
 - (a) an expressed provision of an "insured contract", or written agreement; or
 - (b) an expressed condition of a written permit issued to you by a governmental or public authority.
 - (2) The "bodily injury" or "property damage" is caused by an "accident" which takes place after:
 - (a) You executed the "insured contract" or written agreement; or
 - (b) the permit has been issued to you.

2. COVERAGE EXTENSIONS

a. Supplementary Payments.

Subparagraphs (2) and (4) are amended as follows:

- (2) Up to \$2500 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (4) All reasonable expenses incurred by the "Insured" at our request, including actual loss of earning up to \$500 a day because of time off from work.

SECTION III - PHYSICAL DAMAGE COVERAGE

A. COVERAGE

The following is added:

5. Hired Auto Physical Damage

or a. Any "auto" you lease, hire, rent or borrow from someone other than your employees or partners members of their household is a covered "auto" for each of your physical damage coverages.

b. The most we will pay for "loss" in any one "accident" is the smallest of:

- (1) \$50,000
- (2) The actual cash value of the damaged or stolen property as of the time of the "loss"; or
- (3) The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.

If you are liable for the "accident", we will also pay up to \$500 per "accident" for the actual loss of use to the owner of the covered "auto".

c. Our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by an amount that is equal to the amount of the largest deductible shown for any owned "auto" for that coverage. However, any Comprehensive Coverage deductible shown in the Declarations does not apply to "loss" caused by fire or lightning.

d. For this coverage, the insurance provided is primary for any covered "auto" you hire without a driver and excess over any other collectible insurance for any covered "auto" that you hire with a driver.

6. Rental Reimbursement Coverage

based on the rental of a comparable vehicle, which in many cases may be substantially less than \$75 per day, and will only be allowed for a period of time it should take to repair or replace the vehicle with reasonable speed and similar quality, up to a maximum of 30 days. We will also pay up to \$500 for reasonable and necessary expenses incurred by you to remove and replace your materials and equipment from the covered "auto".

If "loss" results from the total theft of a covered "auto" of the private passenger type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided under paragraph 4. **Coverage Extension.**

7. Lease Gap Coverage

If a long-term leased "auto" is a covered "auto" and the lessor is named as an Additional Insured - Lessor, in the event of a total loss, we will pay your additional legal obligation to the lessor for any difference between the actual cash value of the "auto" at the time of the loss and the "outstanding balance" of the lease.

"Outstanding balance" means the amount you owe on the lease at the time of loss less any amounts representing taxes; overdue payments; penalties, interest or charges resulting from overdue payments; additional mileage charges; excess wear and tear charges; and lease termination fees.

B. EXCLUSIONS

The following is added to Paragraph 3

The exclusion for "loss" caused by or resulting from mechanical or electrical breakdown does not apply to the accidental discharge of an airbag.

Paragraph 4 is replaced with the following:

4. We will not pay for "loss" to any of the following:

- a. Tapes, records, disks or other similar audio, visual or data electronic devices designed for use with audio, visual or data electronic equipment.
- b. Equipment designed or used for the detection or location of radar.
- c. Any electronic equipment that receives or transmits audio, visual or data signals.

Exclusion 4.c does not apply to:

(1) Electronic equipment that receives or transmits audio, visual or data signals, whether or not designed solely for the reproduction of sound, if the equipment is permanently installed in the covered "auto" at the time of the "loss" and such equipment is designed to be solely operated by use of the power from the "auto's" electrical system, in or upon the covered "auto"; or

(2) Any other electronic equipment that is:

(a) Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto's" operating system; or

(b) An integral part of the same unit housing any sound reproducing equipment described in (1) above and permanently installed in the opening of the dash or console of the covered "auto" normally used by the manufacturer for installation of a radio.

D. DEDUCTIBLE

The following is added: No deductible applies to glass damage if the glass is repaired rather than replaced.

SECTION IV. BUSINESS AUTO CONDITIONS

A. LOSS CONDITIONS

Item 2.a. and b. are replaced with:

2. Duties In The Event of Accident, Claim, Suit, or Loss

- a. You must promptly notify us. Your duty to promptly notify us is effective when any of your executive officers, partners, members, or legal representatives is aware of the accident, claim, "suit", or loss. Knowledge of an accident, claim, "suit", or loss, by other employee(s) does not imply you also have such knowledge.
- b. To the extent possible, notice to us should include:
 - (1) How, when and where the accident or loss took place;
 - (2) The names and addresses of any injured persons and witnesses; and
 - (3) The nature and location of any injury or damage arising out of the accident or loss.

The following is added to 5.

We waive any right of recovery we may have against any additional insured under **Coverage A. 1. Who Is An Insured** g., but only as respects loss arising out of the operation, maintenance or use of a covered "auto" pursuant to the provisions of the "insured contract", written agreement, or permit.

B. GENERAL CONDITIONS

9. is added

9. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

Your unintentional failure to disclose any hazards existing at the effective date of your policy will not prejudice the coverage afforded. However, we have the right to collect additional premium for any such hazard.

COMMON POLICY CONDITIONS

2.b. is replaced by the following:

- b. 60 days before the effective date of cancellation if we cancel for any other reason.

BUSINESS AUTO COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the Company providing this insurance.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section V – Definitions.

SECTION I – COVERED AUTOS

Item Two of the Declarations shows the "autos" that are covered "autos" for each of your coverages. The following numerical symbols describe the "autos" that may be covered "autos". The symbols entered next to a coverage on the Declarations designate the only "autos" that are covered "autos".

A. Description Of Covered Auto Designation Symbols

Symbol	Description Of Covered Auto Designation Symbols	
1	Any "Auto"	
2	Owned "Autos" Only	Only those "autos" you own (and for Liability Coverage any "trailers" you don't own while attached to power units you own). This includes those "autos" you acquire ownership of after the policy begins.
3	Owned Private Passenger "Autos" Only	Only the private passenger "autos" you own. This includes those private passenger "autos" you acquire ownership of after the policy begins.
4	Owned "Autos" Other Than Private Passenger "Autos" Only	Only those "autos" you own that are not of the private passenger type (and for Liability Coverage any "trailers" you don't own while attached to power units you own). This includes those "autos" not of the private passenger type you acquire ownership of after the policy begins.
5	Owned "Autos" Subject To No-Fault	Only those "autos" you own that are required to have No-Fault benefits in the state where they are licensed or principally garaged. This includes those "autos" you acquire ownership of after the policy begins provided they are required to have No-Fault benefits in the state where they are licensed or principally garaged.
6	Owned "Autos" Subject To A Compulsory Uninsured Motorists Law	Only those "autos" you own that because of the law in the state where they are licensed or principally garaged are required to have and cannot reject Uninsured Motorists Coverage. This includes those "autos" you acquire ownership of after the policy begins provided they are subject to the same state uninsured motorists requirement.
7	Specifically Described "Autos"	Only those "autos" described in Item Three of the Declarations for which a premium charge is shown (and for Liability Coverage any "trailers" you don't own while attached to any power unit described in Item Three).
8	Hired "Autos" Only	Only those "autos" you lease, hire, rent or borrow. This does not include any "auto" you lease, hire, rent, or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.
9	Nonowned "Autos" Only	Only those "autos" you do not own, lease, hire, rent or borrow that are used in connection with your business. This includes "autos" owned by your "employees", partners (if you are a partnership), members (if you are a limited liability company), or members of their households but only while used in your business or your personal affairs.

B. Owned Autos You Acquire After The Policy Begins

1. If Symbols 1, 2, 3, 4, 5 or 6 are entered next to a coverage in Item Two of the Declarations, then you have coverage for "autos" that you acquire of the type described for the remainder of the policy period.
2. But, if Symbol 7 is entered next to a coverage in Item Two of the Declarations, an "auto" you acquire will be a covered "auto" for that coverage only if:
 - a. We already cover all "autos" that you own for that coverage or it replaces an "auto" you previously owned that had that coverage; and
 - b. You tell us within 30 days after you acquire it that you want us to cover it for that coverage.

C. Certain Trailers, Mobile Equipment And Temporary Substitute Autos

If Liability Coverage is provided by this Coverage Form, the following types of vehicles are also covered "autos" for Liability Coverage:

1. "Trailers" with a load capacity of 2,000 pounds or less designed primarily for travel on public roads.
2. "Mobile equipment" while being carried or towed by a covered "auto".
3. Any "auto" you do not own while used with the permission of its owner as a temporary substitute for a covered "auto" you own that is out of service because of its:
 - a. Breakdown;
 - b. Repair;
 - c. Servicing;
 - d. "Loss"; or
 - e. Destruction.

SECTION II – LIABILITY COVERAGE

A. Coverage

We will pay all sums an "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, caused by an "accident" and resulting from the ownership, maintenance or use of a covered "auto".

We will also pay all sums an "insured" legally must pay as a "covered pollution cost or expense" to which this insurance applies, caused by an "accident" and resulting from the ownership, maintenance or use of covered "autos". However, we will only pay for the "covered pollution cost or expense" if there is either "bodily injury" or "property damage" to which this insurance applies that is caused by the same "accident".

We have the right and duty to defend any "insured" against a "suit" asking for such damages or a "covered pollution cost or expense". However, we have no duty to defend any "insured" against a "suit" seeking damages for "bodily injury" or "property damage" or a "covered pollution cost or expense" to which this insurance does not apply. We may investigate and settle any claim or "suit" as we consider appropriate. Our duty to defend or settle ends when the Liability Coverage Limit of Insurance has been exhausted by payment of judgments or settlements.

1. Who Is An Insured

The following are "insureds":

- a. You for any covered "auto".
- b. Anyone else while using with your permission a covered "auto" you own, hire or borrow except:
 - (1) The owner or anyone else from whom you hire or borrow a covered "auto". This exception does not apply if the covered "auto" is a "trailer" connected to a covered "auto" you own.
 - (2) Your "employee" if the covered "auto" is owned by that "employee" or a member of his or her household.
 - (3) Someone using a covered "auto" while he or she is working in a business of selling, servicing, repairing, parking or storing "autos" unless that business is yours.
 - (4) Anyone other than your "employees", partners (if you are a partnership), members (if you are a limited liability company), or a lessee or borrower or any of their "employees", while moving property to or from a covered "auto".
 - (5) A partner (if you are a partnership), or a member (if you are a limited liability company) for a covered "auto" owned by him or her or a member of his or her household.

- c. Anyone liable for the conduct of an "insured" described above but only to the extent of that liability.

2. Coverage Extensions

a. Supplementary Payments

In addition to the Limit of Insurance, we will pay for the "insured":

- (1) All expenses we incur.
- (2) Up to \$2,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (3) The cost of bonds to release attachments in any "suit" against the "insured" we defend, but only for bond amounts within our Limit of Insurance.
- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$250 a day because of time off from work.
- (5) All costs taxed against the "insured" in any "suit" against the "insured" we defend.
- (6) All interest on the full amount of any judgment that accrues after entry of the judgment in any "suit" against the "insured" we defend, but our duty to pay interest ends when we have paid, offered to pay or deposited in court the part of the judgment that is within our Limit of Insurance.

b. Out-Of-State Coverage Extensions

While a covered "auto" is away from the state where it is licensed we will:

- (1) Increase the Limit of Insurance for Liability Coverage to meet the limits specified by a compulsory or financial responsibility law of the jurisdiction where the covered "auto" is being used. This extension does not apply to the limit or limits specified by any law governing motor carriers of passengers or property.
- (2) Provide the minimum amounts and types of other coverages, such as no-fault, required of out-of-state vehicles by the jurisdiction where the covered "auto" is being used.

We will not pay anyone more than once for the same elements of loss because of these extensions.

B. Exclusions

This insurance does not apply to any of the following:

1. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the "insured".

2. Contractual

Liability assumed under any contract or agreement.

But this exclusion does not apply to liability for damages:

- a. Assumed in a contract or agreement that is an "insured contract" provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement; or
- b. That the "insured" would have in the absence of the contract or agreement.

3. Workers' Compensation

Any obligation for which the "insured" or the "insured's" insurer may be held liable under any workers' compensation, disability benefits or unemployment compensation law or any similar law.

4. Employee Indemnification And Employer's Liability

"Bodily injury" to:

- a. An "employee" of the "insured" arising out of and in the course of:
 - (1) Employment by the "insured"; or
 - (2) Performing the duties related to the conduct of the "insured's" business; or
- b. The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph a. above.

This exclusion applies:

- (1) Whether the "insured" may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

But this exclusion does not apply to "bodily injury" to domestic "employees" not entitled to workers' compensation benefits or to liability assumed by the "insured" under an "insured contract". For the purposes of the Coverage Form, a domestic "employee" is a person engaged in household or domestic work performed principally in connection with a residence premises.

5. Fellow Employee

"Bodily injury" to any fellow "employee" of the "insured" arising out of and in the course of the fellow "employee's" employment or while performing duties related to the conduct of your business.

6. Care, Custody Or Control

"Property damage" to or "covered pollution cost or expense" involving property owned or transported by the "insured" or in the "insured's" care, custody or control. But this exclusion does not apply to liability assumed under a sidetrack agreement.

7. Handling Of Property

"Bodily injury" or "property damage" resulting from the handling of property:

- a. Before it is moved from the place where it is accepted by the "insured" for movement into or onto the covered "auto"; or
- b. After it is moved from the covered "auto" to the place where it is finally delivered by the "insured".

8. Movement Of Property By Mechanical Device

"Bodily injury" or "property damage" resulting from the movement of property by a mechanical device (other than a hand truck) unless the device is attached to the covered "auto".

9. Operations

"Bodily injury" or "property damage" arising out of the operation of any equipment listed in Paragraphs 6.b. and 6.c. of the definition of "mobile equipment".

10. Completed Operations

"Bodily injury" or "property damage" arising out of your work after that work has been completed or abandoned.

In this exclusion, your work means:

- a. Work or operations performed by you or on your behalf; and
- b. Materials, parts or equipment furnished in connection with such work or operations.

Your work includes warranties or representations made at any time with respect to the fitness, quality, durability or performance of any of the items included in Paragraphs a. or b. above.

Your work will be deemed completed at the earliest of the following times:

- (1) When all of the work called for in your contract has been completed.

- (2) When all of the work to be done at the site has been completed if your contract calls for work at more than one site.

- (3) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

11. Pollution

"Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

- a. That are, or that are contained in any property that is:
 - (1) Being transported or towed by, handled, or handled for movement into, onto or from, the covered "auto";
 - (2) Otherwise in the course of transit by or on behalf of the "insured"; or
 - (3) Being stored, disposed of, treated or processed in or upon the covered "auto";
- b. Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by the "insured" for movement into or onto the covered "auto"; or
- c. After the "pollutants" or any property in which the "pollutants" are contained are moved from the covered "auto" to the place where they are finally delivered, disposed of or abandoned by the "insured".

Paragraph a. above does not apply to fuels, lubricants, fluids, exhaust gases or other similar "pollutants" that are needed for or result from the normal electrical, hydraulic or mechanical functioning of the covered "auto" or its parts, if:

- (1) The "pollutants" escape, seep, migrate, or are discharged, dispersed or released directly from an "auto" part designed by its manufacturer to hold, store, receive or dispose of such "pollutants"; and
- (2) The "bodily injury", "property damage" or "covered pollution cost or expense" does not arise out of the operation of any equipment listed in Paragraphs 6.b. and 6.c. of the definition of "mobile equipment".

Paragraphs b. and c. above of this exclusion do not apply to "accidents" that occur away from premises owned by or rented to an "insured" with respect to "pollutants" not in or upon a covered "auto" if:

- (1) The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of a covered "auto"; and
- (2) The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage.

12. War

"Bodily injury" or "property damage" due to war, whether or not declared, or any act or condition incident to war. War includes civil war, insurrection, rebellion or revolution. This exclusion applies only to liability assumed under a contract or agreement.

13. Racing

Covered "autos" while used in any professional or organized racing or demolition contest or stunting activity, or while practicing for such contest or activity. This insurance also does not apply while that covered "auto" is being prepared for such a contest or activity.

C. Limit Of Insurance

Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for the total of all damages and "covered pollution cost or expense" combined, resulting from any one "accident" is the Limit of Insurance for Liability Coverage shown in the Declarations.

All "bodily injury", "property damage" and "covered pollution cost or expense" resulting from continuous or repeated exposure to substantially the same conditions will be considered as resulting from one "accident".

No one will be entitled to receive duplicate payments for the same elements of "loss" under this Coverage Form and any Medical Payments Coverage Endorsement, Uninsured Motorists Coverage Endorsement or Underinsured Motorists Coverage Endorsement attached to this Coverage Part.

SECTION III – PHYSICAL DAMAGE COVERAGE

A. Coverage

1. We will pay for "loss" to a covered "auto" or its equipment under:

a. Comprehensive Coverage

From any cause except:

- (1) The covered "auto's" collision with another object; or
- (2) The covered "auto's" overturn.

b. Specified Causes Of Loss Coverage

Caused by:

- (1) Fire, lightning or explosion;
- (2) Theft;
- (3) Windstorm, hail or earthquake;
- (4) Flood;
- (5) Mischief or vandalism; or
- (6) The sinking, burning, collision or derailment of any conveyance transporting the covered "auto".

c. Collision Coverage

Caused by:

- (1) The covered "auto's" collision with another object; or
- (2) The covered "auto's" overturn.

2. Towing

We will pay up to the limit shown in the Declarations for towing and labor costs incurred each time a covered "auto" of the private passenger type is disabled. However, the labor must be performed at the place of disablement.

3. Glass Breakage – Hitting A Bird Or Animal – Falling Objects Or Missiles

If you carry Comprehensive Coverage for the damaged covered "auto", we will pay for the following under Comprehensive Coverage:

- a. Glass breakage;
- b. "Loss" caused by hitting a bird or animal; and
- c. "Loss" caused by falling objects or missiles.

However, you have the option of having glass breakage caused by a covered "auto's" collision or overturn considered a "loss" under Collision Coverage.

4. Coverage Extensions

a. Transportation Expenses

We will pay up to \$20 per day to a maximum of \$600 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

b. Loss Of Use Expenses

For Hired Auto Physical Damage, we will pay expenses for which an "insured" becomes legally responsible to pay for loss of use of a vehicle rented or hired without a driver, under a written rental contract or agreement. We will pay for loss of use expenses if caused by:

- (1) Other than collision only if the Declarations indicate that Comprehensive Coverage is provided for any covered "auto";
- (2) Specified Causes Of Loss only if the Declarations indicate that Specified Causes Of Loss Coverage is provided for any covered "auto"; or
- (3) Collision only if the Declarations indicate that Collision Coverage is provided for any covered "auto".

However, the most we will pay for any expenses for loss of use is \$20 per day, to a maximum of \$600.

B. Exclusions

1. We will not pay for "loss" caused by or resulting from any of the following. Such "loss" is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the "loss".

a. Nuclear Hazard

- (1) The explosion of any weapon employing atomic fission or fusion; or
- (2) Nuclear reaction or radiation, or radioactive contamination, however caused.

b. War Or Military Action

- (1) War, including undeclared or civil war;
 - (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
 - (3) Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.
2. We will not pay for "loss" to any covered "auto" while used in any professional or organized racing or demolition contest or stunting activity, or while practicing for such contest or activity. We will also not pay for "loss" to any covered "auto" while that covered "auto" is being prepared for such a contest or activity.
 3. We will not pay for "loss" caused by or resulting from any of the following unless caused by other "loss" that is covered by this insurance:
 - a. Wear and tear, freezing, mechanical or electrical breakdown.
 - b. Blowouts, punctures or other road damage to tires.
 4. We will not pay for "loss" to any of the following:
 - a. Tapes, records, discs or other similar audio, visual or data electronic devices designed for use with audio, visual or data electronic equipment.
 - b. Any device designed or used to detect speed measuring equipment such as radar or laser detectors and any jamming apparatus intended to elude or disrupt speed measurement equipment.
 - c. Any electronic equipment, without regard to whether this equipment is permanently installed, that receives or transmits audio, visual or data signals and that is not designed solely for the reproduction of sound.
 - d. Any accessories used with the electronic equipment described in Paragraph c. above.

Exclusions 4.c. and 4.d. do not apply to:

- a. Equipment designed solely for the reproduction of sound and accessories used with such equipment, provided such equipment is permanently installed in the covered "auto" at the time of the "loss" or such equipment is removable from a housing unit which is permanently installed in the covered "auto" at the time of the "loss", and such equipment is designed to be solely operated by use of the power from the "auto's" electrical system, in or upon the covered "auto"; or
 - b. Any other electronic equipment that is:
 - (1) Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto's" operating system; or
 - (2) An integral part of the same unit housing any sound reproducing equipment described in a. above and permanently installed in the opening of the dash or console of the covered "auto" normally used by the manufacturer for installation of a radio.
5. We will not pay for "loss" to a covered "auto" due to "diminution in value".

C. Limit Of Insurance

1. The most we will pay for "loss" in any one "accident" is the lesser of:
 - a. The actual cash value of the damaged or stolen property as of the time of the "loss"; or
 - b. The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.
2. An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total "loss".
3. If a repair or replacement results in better than like kind or quality, we will not pay for the amount of the betterment.

D. Deductible

For each covered "auto", our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by the applicable deductible shown in the Declarations. Any Comprehensive Coverage deductible shown in the Declarations does not apply to "loss" caused by fire or lightning.

SECTION IV – BUSINESS AUTO CONDITIONS

The following conditions apply in addition to the Common Policy Conditions:

A. Loss Conditions

1. Appraisal For Physical Damage Loss

If you and we disagree on the amount of "loss", either may demand an appraisal of the "loss". In this event, each party will select a competent appraiser. The two appraisers will select a competent and impartial umpire. The appraisers will state separately the actual cash value and amount of "loss". If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:

- a. Pay its chosen appraiser; and
- b. Bear the other expenses of the appraisal and umpire equally.

If we submit to an appraisal, we will still retain our right to deny the claim.

2. Duties In The Event Of Accident, Claim, Suit Or Loss

We have no duty to provide coverage under this policy unless there has been full compliance with the following duties:

- a. In the event of "accident", claim, "suit" or "loss", you must give us or our authorized representative prompt notice of the "accident" or "loss". Include:
 - (1) How, when and where the "accident" or "loss" occurred;
 - (2) The "insured's" name and address; and
 - (3) To the extent possible, the names and addresses of any injured persons and witnesses.
- b. Additionally, you and any other involved "insured" must:
 - (1) Assume no obligation, make no payment or incur no expense without our consent, except at the "insured's" own cost.
 - (2) Immediately send us copies of any request, demand, order, notice, summons or legal paper received concerning the claim or "suit".
 - (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit".
 - (4) Authorize us to obtain medical records or other pertinent information.

- (5) Submit to examination, at our expense, by physicians of our choice, as often as we reasonably require.
- c. If there is "loss" to a covered "auto" or its equipment you must also do the following:
 - (1) Promptly notify the police if the covered "auto" or any of its equipment is stolen.
 - (2) Take all reasonable steps to protect the covered "auto" from further damage. Also keep a record of your expenses for consideration in the settlement of the claim.
 - (3) Permit us to inspect the covered "auto" and records proving the "loss" before its repair or disposition.
 - (4) Agree to examinations under oath at our request and give us a signed statement of your answers.

3. Legal Action Against Us

No one may bring a legal action against us under this Coverage Form until:

- a. There has been full compliance with all the terms of this Coverage Form; and
- b. Under Liability Coverage, we agree in writing that the "insured" has an obligation to pay or until the amount of that obligation has finally been determined by judgment after trial. No one has the right under this policy to bring us into an action to determine the "insured's" liability.

4. Loss Payment – Physical Damage Coverages

At our option we may:

- a. Pay for, repair or replace damaged or stolen property;
- b. Return the stolen property, at our expense. We will pay for any damage that results to the "auto" from the theft; or
- c. Take all or any part of the damaged or stolen property at an agreed or appraised value.

If we pay for the "loss", our payment will include the applicable sales tax for the damaged or stolen property.

5. Transfer Of Rights Of Recovery Against Others To Us

If any person or organization to or for whom we make payment under this Coverage Form has rights to recover damages from another, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after "accident" or "loss" to impair them.

B. General Conditions

1. Bankruptcy

Bankruptcy or insolvency of the "insured" or the "insured's" estate will not relieve us of any obligations under this Coverage Form.

2. Concealment, Misrepresentation Or Fraud

This Coverage Form is void in any case of fraud by you at any time as it relates to this Coverage Form. It is also void if you or any other "insured", at any time, intentionally conceal or misrepresent a material fact concerning:

- a. This Coverage Form;
- b. The covered "auto";
- c. Your interest in the covered "auto"; or
- d. A claim under this Coverage Form.

3. Liberalization

If we revise this Coverage Form to provide more coverage without additional premium charge, your policy will automatically provide the additional coverage as of the day the revision is effective in your state.

4. No Benefit To Bailee – Physical Damage Coverages

We will not recognize any assignment or grant any coverage for the benefit of any person or organization holding, storing or transporting property for a fee regardless of any other provision of this Coverage Form.

5. Other Insurance

a. For any covered "auto" you own, this Coverage Form provides primary insurance. For any covered "auto" you don't own, the insurance provided by this Coverage Form is excess over any other collectible insurance. However, while a covered "auto" which is a "trailer" is connected to another vehicle, the Liability Coverage this Coverage Form provides for the "trailer" is:

- (1) Excess while it is connected to a motor vehicle you do not own.
- (2) Primary while it is connected to a covered "auto" you own.

b. For Hired Auto Physical Damage Coverage, any covered "auto" you lease, hire, rent or borrow is deemed to be a covered "auto" you own. However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

c. Regardless of the provisions of Paragraph a. above, this Coverage Form's Liability Coverage is primary for any liability assumed under an "insured contract".

- d. When this Coverage Form and any other Coverage Form or policy covers on the same basis, either excess or primary, we will pay only our share. Our share is the proportion that the Limit of Insurance of our Coverage Form bears to the total of the limits of all the Coverage Forms and policies covering on the same basis.

6. Premium Audit

- a. The estimated premium for this Coverage Form is based on the exposures you told us you would have when this policy began. We will compute the final premium due when we determine your actual exposures. The estimated total premium will be credited against the final premium due and the first Named Insured will be billed for the balance, if any. The due date for the final premium or retrospective premium is the date shown as the due date on the bill. If the estimated total premium exceeds the final premium due, the first Named Insured will get a refund.
- b. If this policy is issued for more than one year, the premium for this Coverage Form will be computed annually based on our rates or premiums in effect at the beginning of each year of the policy.

7. Policy Period, Coverage Territory

Under this Coverage Form, we cover "accidents" and "losses" occurring:

- a. During the policy period shown in the Declarations; and
- b. Within the coverage territory.
The coverage territory is:
 - a. The United States of America;
 - b. The territories and possessions of the United States of America;
 - c. Puerto Rico;
 - d. Canada; and
 - e. Anywhere in the world if:
 - (1) A covered "auto" of the private passenger type is leased, hired, rented or borrowed without a driver for a period of 30 days or less; and
 - (2) The "insured's" responsibility to pay damages is determined in a "suit" on the merits, in the United States of America, the territories and possessions of the United States of America, Puerto Rico, or Canada or in a settlement we agree to.

We also cover "loss" to, or "accidents" involving, a covered "auto" while being transported between any of these places.

8. Two Or More Coverage Forms Or Policies Issued By Us

If this Coverage Form and any other Coverage Form or policy issued to you by us or any company affiliated with us apply to the same "accident", the aggregate maximum Limit of Insurance under all the Coverage Forms or policies shall not exceed the highest applicable Limit of Insurance under any one Coverage Form or policy. This condition does not apply to any Coverage Form or policy issued by us or an affiliated company specifically to apply as excess insurance over this Coverage Form.

SECTION V – DEFINITIONS

- A. "Accident" includes continuous or repeated exposure to the same conditions resulting in "bodily injury" or "property damage".
- B. "Auto" means a land motor vehicle, "trailer" or semitrailer designed for travel on public roads but does not include "mobile equipment".
- C. "Bodily injury" means bodily injury, sickness or disease sustained by a person including death resulting from any of these.
- D. "Covered pollution cost or expense" means any cost or expense arising out of:

- 1. Any request, demand, order or statutory or regulatory requirement; or
- 2. Any claim or "suit" by or on behalf of a governmental authority demanding

that the "insured" or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants".

"Covered pollution cost or expense" does not include any cost or expense arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

- a. That are, or that are contained in any property that is:
 - (1) Being transported or towed by, handled, or handled for movement into, onto or from the covered "auto";
 - (2) Otherwise in the course of transit by or on behalf of the "insured";
 - (3) Being stored, disposed of, treated or processed in or upon the covered "auto";

- b. Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by the "insured" for movement into or onto the covered "auto"; or
- c. After the "pollutants" or any property in which the "pollutants" are contained are moved from the covered "auto" to the place where they are finally delivered, disposed of or abandoned by the "insured".

Paragraph a. above does not apply to fuels, lubricants, fluids, exhaust gases or other similar "pollutants" that are needed for or result from the normal electrical, hydraulic or mechanical functioning of the covered "auto" or its parts, if:

- (1) The "pollutants" escape, seep, migrate, or are discharged, dispersed or released directly from an "auto" part designed by its manufacturer to hold, store, receive or dispose of such "pollutants"; and
- (2) The "bodily injury", "property damage" or "covered pollution cost or expense" does not arise out of the operation of any equipment listed in Paragraphs 6.b. or 6.c. of the definition of "mobile equipment".

Paragraphs b. and c. above do not apply to "accidents" that occur away from premises owned by or rented to an "insured" with respect to "pollutants" not in or upon a covered "auto" if:

- (1) The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of a covered "auto"; and
- (2) The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage.

- E. "Diminution in value" means the actual or perceived loss in market value or resale value which results from a direct and accidental "loss".
- F. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
- G. "Insured" means any person or organization qualifying as an insured in the Who Is An Insured provision of the applicable coverage. Except with respect to the Limit of Insurance, the coverage afforded applies separately to each insured who is seeking coverage or against whom a claim or "suit" is brought.

H. "Insured contract" means:

- 1. A lease of premises;
- 2. A sidetrack agreement;
- 3. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
- 4. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- 5. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another to pay for "bodily injury" or "property damage" to a third party or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement;
- 6. That part of any contract or agreement entered into, as part of your business, pertaining to the rental or lease, by you or any of your "employees", of any "auto". However, such contract or agreement shall not be considered an "insured contract" to the extent that it obligates you or any of your "employees" to pay for "property damage" to any "auto" rented or leased by you or any of your "employees".

An "insured contract" does not include that part of any contract or agreement:

- a. That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, roadbeds, tunnel, underpass or crossing; or
- b. That pertains to the loan, lease or rental of an "auto" to you or any of your "employees", if the "auto" is loaned, leased or rented with a driver; or
- c. That holds a person or organization engaged in the business of transporting property by "auto" for hire harmless for your use of a covered "auto" over a route or territory that person or organization is authorized to serve by public authority.
- I. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".
- J. "Loss" means direct and accidental loss or damage.

- K. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:
1. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
 2. Vehicles maintained for use solely on or next to premises you own or rent;
 3. Vehicles that travel on crawler treads;
 4. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
 - a. Power cranes, shovels, loaders, diggers or drills; or
 - b. Road construction or resurfacing equipment such as graders, scrapers or rollers.
 5. Vehicles not described in Paragraphs 1., 2., 3., or 4. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
 - a. Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
 - b. Cherry pickers and similar devices used to raise or lower workers.
 6. Vehicles not described in Paragraphs 1., 2., 3. or 4. above maintained primarily for purposes other than the transportation of persons or cargo. However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":
 - a. Equipment designed primarily for:
 - (1) Snow removal;
 - (2) Road maintenance, but not construction or resurfacing; or
 - (3) Street cleaning;
 - b. Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
 - c. Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting or well servicing equipment.
- L. "Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
- M. "Property damage" means damage to or loss of use of tangible property.
- N. "Suit" means a civil proceeding in which:
 1. Damages because of "bodily injury" or "property damage"; or
 2. A "covered pollution cost or expense", to which this insurance applies, are alleged.
 "Suit" includes:
 - a. An arbitration proceeding in which such damages or "covered pollution costs or expenses" are claimed and to which the "insured" must submit or does submit with our consent; or
 - b. Any other alternative dispute resolution proceeding in which such damages or "covered pollution costs or expenses" are claimed and to which the insured submits with our consent.
- O. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.
- P. "Trailer" includes semitrailer.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT-CALIFORNIA

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be 2% of the California workers' compensation premium otherwise due on such remuneration.

Schedule**Person or Organization****Job Description**

Any person or organization for which you have agreed to waive your rights of recovery in a written contract, provided such contract was executed prior to date of loss.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 02/01/2013 Policy No. EQB0201324 Endorsement No. 000
Insured RINCON CONSULTANTS INC
Insurance Company QBE INSURANCE CORPORATION

Countersigned By _____

EQB0201324 20130201 000

BOARD AGENDA ITEM

Name of Contributor: Janet Penanhoat

Date of Meeting: 8/22/18

STUDY SESSION _____

CLOSED SESSION _____

SECTION A-1: PRELIMINARY _____

SECTION A-II: REPORTS _____

SECTION B: HEARINGS _____

SECTION C: CONSENT AGENDA _____

_____ Agreement Category:

_____ Academic

_____ Enrichment

_____ Special Education

_____ Support Services

_____ Personnel

_____ Legal

 X Facilities

SECTION D: ACTION _____

SECTION F: BOARD POLICIES 1st Reading _____ 2nd Reading _____

Approval of Work Authorization Letter #13 (“WAL #13”) for Agreement #13-131 for Rincon Consultants Inc. to provide Environmental Support Services for the Ritche Elementary School Kindergarten Flex Project (Penanhoat/Fateh/CFW)

The results of initial State of California, Department of Toxic Substances Control required testing at Ritche found contamination exists in some of the soil. It is recommended to do additional stockpile testing of the contaminated soils. Often the results of this additional testing can significantly lower the hazardous classification of the soils.

This Work Authorization Letter is issued pursuant to and consists of:

Master Agreement: **#13-131**

Work Authorization Letter: **#13**

Consultant: **Rincon Consultants Inc.**

Date Issued: **8/22/18**

FISCAL IMPACT


Work Authorization Letter #13 to Agreement #13-131 includes additional soil analysis for Eleven Thousand Eight Hundred Eighty-Eight Dollars and Zero Cents (\$11,888.00) to be paid out of the Master Construct and Implementation Funds.

RECOMMENDATION

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Facilities, in consultation with CFW, that the Board of Trustees approve Work Authorization Letter #13 to Agreement #13-131 with Rincon Consultants Inc. to provide soil analysis for the Ritche Elementary School Kindergarten Flex Project.

ADDITIONAL MATERIAL

Attached: Work Authorization Letter #13 (1 Page)
Proposal dated August 1, 2018 (4 Pages)
Master Agreement #13-131 (53 Pages)

	WORK AUTHORIZATION LETTER	
	GENERAL INFORMATION	
PROJECT #: SITE NAME: Ritchen E.S. MASTER AGREEMENT #: 13-131 WAL #: 13	DATE: 8/22/2018 DSA # 03-118730 OPSC # VENDOR ID:	
PURSUANT TO MASTER AGREEMENT BETWEEN:		
DISTRICT	CONSULTANT	
OXNARD SCHOOL DISTRICT 1051 South A Street Oxnard, CA 93030 (805) 385-1501	Firm Name: Street: City, State, Zip: Phone:	Rincon Consultants Inc. 180 North Ashwood Avenue Ventura, CA 93003 (805)644-4455
SCOPE OF SERVICES TO BE PERFORMED UNDER THIS WAL		
<p><i>Rincon will collect 4-point composite samples from soil stockpiles generated at the Ritchen site where previous analytical results exceeded California hazardous waste criteria. Rincon assumes that each stockpile will not exceed 600 cubic yards and that up to three stockpiles will be generated at the site; three site visits will be necessary to sample individual stockpiles. Up to 20 composite samples will be analyzed for OCPs by EPA Method 8081A, TPHg, TPHd and TPHo by EPA Method 8015M, VOCs by EPA Method 8260B, and Title 22 metals by EPA Methods 6010/7471 on a (24hour) turnaround time. If necessary, samples will additionally undergo the Soluble Threshold Limit Concentration (STLC) analysis and the TCLP; an expedited turnaround time (3 days) will be requested for each of these tests. Up to six samples will undergo one STLC analysis and one TCLP. Following completion of field work and receipt of analytical results, an addenda to the existing soil sampling report will be prepared for the school site in order to convey the results of the additional stockpile analyses.</i></p>		
SCHEDULE OF SERVICES TO BE PERFORMED UNDER THIS WAL		
START DATE: Approximately 8/22/2018	COMPLETION DATE: Approximately 10/5/2018	
FIXED FEE AMOUNT: <u>Eleven Thousand Eight Hundred Eighty-Eight Dollars and Zero Cents (\$11,888.00)</u>		
<i>This fee amount is based upon Consultant's proposal dated <u>8/1/2018</u> and subsequent negotiations mutually agreed to by all parties</i>		
<p><i>This WAL is inherently a part of the Master Agreement referenced above. It is bound by the general terms and conditions of the Master Agreement. This WAL describes in detail the Consultants specific Scope of Services, agreed upon lump sum fixed fee, agreed upon schedule for completion of Services, and other provisions required to clearly indicate the required Services, and terms of this WAL.</i></p> <p><i>This WAL and associated Master Agreement hereby supersede any and all terms, conditions, and other provisions of the Consultant's Proposal; and such terms, conditions, and other provisions are null and void, and are not incorporated to any extent as part of this WAL and associated Master Agreement whether or not they are directly superseded by this WAL and/or the associated Master Agreement.</i></p>		
IN WITNESS THEREOF, THE PARTIES HAVE AGREED TO AND EXECUTED THIS WAL AS SET FORTH BELOW:		
DISTRICT	CONSULTANT	
OXNARD SCHOOL DISTRICT	CONSULTANT	
(SIGNATURE)	(DATE)	(SIGNATURE)
FOR DISTRICT USE ONLY		
PROJECT MANAGER: Mario Mera P.O. # SOURCE OF FUNDS: <input type="checkbox"/> MEASURE "R" <input type="checkbox"/> DEF. MAINT. <input type="checkbox"/> DEV. FEES <input checked="" type="checkbox"/> Master Construct & Implementation Funds COST ID: 6271	PREPARED BY: Sean Mahan P.O. AMOUNT:	
(PM APPROVAL SIGNATURE)	(DATE)	
SPECIAL INSTRUCTIONS:		



Rincon Consultants, Inc.

180 North Ashwood Street
Ventura, California 93003

805 644 4455 OFFICE AND FAX

info@rinconconsultants.com
www.rinconconsultants.com

August 1, 2018
Project 18-05875

Jennifer MacIsaac
Caldwell Flores Winters, Inc.
1901 S. Victoria Ave. #106
Oxnard, CA 93035
Via email: jmacisaac@cfwinc.com

Proposal to Perform Additional Soil Sampling at Christa McAuliffe and Emilie Ritchen Elementary Schools, Oxnard, California –REVISED

Dear Ms. MacIsaac:

Rincon Consultants (Rincon) is pleased to submit this revised proposal to perform additional soil sampling at the two Oxnard School District elementary schools identified above. Based on previous soil analytical results, organochlorine pesticides (OCPs) are present in soil at each school. The purpose of this work is to provide additional data for waste profiling purposes.

Background

Initially, on April 27, 2018, Rincon advanced four soil borings at Emilie Ritchen Elementary School and two soil borings at Christa McAuliffe Elementary School, within the footprints of proposed modular buildings. Soil samples were collected at depths of 1.0 foot and 2.5 feet, and 3.5 or 4.0 feet below ground surface (bgs). Soil samples collected at 1.0 and 2.5 feet bgs were analyzed for OCPs, volatile organic compounds (VOCs), total petroleum hydrocarbons as gasoline, diesel and oil (TPHg, TPHd and TPHo), and Title 22 metals. Soil samples collected at 3.5 or 4.0 feet bgs were placed on hold at the laboratory pending shallow soil analytical results. A summary of soil results, additional work, and recommendations for each school follows.

Emilie Ritchen Elementary School

Laboratory analytical results indicated that concentrations of the OCP chlordane exceeded California hazardous waste criteria in soil samples RB-1-1.0, RB-4-1.0, and RB-4-2.5 at Ritchen Elementary School; the pesticide 4,4'-DDE also exceeded these criteria in samples RB-4-1.0 and RB-4-2.5. However, following receipt of the analytical results, Rincon was informed that the location of the proposed modular building had changed. Therefore, Rincon returned to the site on May 8, 2018, to advance two additional soil borings. Soil samples were collected at 1.0, 2.5 and 4.0 feet bgs and analyzed for OCPs. Analytical results for 4,4'-DDD, 4,4'-DDE, and 4,4'-



DDT in soil sample RB-10-1.0 exceeded California hazardous waste criteria. Based on these results, Rincon recommended stockpiling soil excavated above a depth of 2.5 feet bgs in the vicinity of RB-10-1.0 and collecting 4-point composite soil samples for waste profiling.

McAuliffe Elementary School

Laboratory analytical results indicated that the detected concentrations of chlordane and 4,4'-DDE exceeded the California hazardous waste criteria, and chlordane exceeded the Resource Conservation Recovery Act (RCRA) hazardous waste screening criteria in samples RB-7-1.0 and RB-8-1.0. The soil samples therefore underwent the Toxicity Characteristic Leaching Procedure (TCLP), which indicated that concentrations of chlordane did not exceed RCRA hazardous waste criteria. Based on these results, Rincon recommended stockpiling soil excavated from the ground surface to 2.5 feet bgs and collecting additional samples for waste profiling.

Additional Soil Sampling Scope of Work

Utility Notification

Caldwell Flores Winters, Inc. will be responsible for Underground Service Alert (USA) notification, if necessary.

Additional Soil Assessment

Waste Profiling

Rincon will collect 4-point composite samples from soil stockpiles generated at both school sites where previous analytical results exceeded California hazardous waste criteria. For budgetary purposes, Rincon assumes that each stockpile will not exceed 600 cubic yards and that up to three stockpiles will be generated at each site; we further assume that up to six site visits (three per site) will be necessary to sample individual stockpiles. Up to 20 composite samples will be analyzed for OCPs by EPA Method 8081A, TPHg, TPHd and TPHo by EPA Method 8015M, VOCs by EPA Method 8260B, and Title 22 metals by EPA Methods 6010/7471 on a rush (24-hour) turnaround time. If necessary, samples will additionally undergo the Soluble Threshold Limit Concentration (STLC) analysis and the TCLP; an expedited turnaround time (3 days) will be requested for each of these tests. For budgeting purposes, Rincon assumes that up to six samples will undergo one STLC analysis and one TCLP.

Report Preparation

Following completion of field work and receipt of analytical results, we will prepare addenda to the existing soil sampling reports for each school site in order to convey the results of the additional stockpile analyses. Each report will include a table summarizing laboratory



analytical results, laboratory analytical reports, and conclusions and recommendations. The report will be prepared under the direction of a California Professional Geologist.

Schedule and Cost

We are prepared to start with this project immediately upon your authorization. Waste profiling samples will be analyzed on a rush (24-hour) turnaround time and any STLC and/or TCLP analyses needed for waste profiling will be conducted on a rush (3-day) turnaround basis. We will have a draft report prepared within one week of receipt of the laboratory data.

The work described in this proposal will be performed in accordance with the existing contract between Rincon and the Oxnard School District, and is intended to augment the work scope described in our April 27, 2018 proposal.

We have calculated the cost to complete additional analyses in the tables below. The cost of performing the additional sampling of soil stockpiles at both school sites is \$ 23,776.

Our scope of work and cost for the soil sampling has incorporated the following assumptions:

- Each soil stockpile will not exceed 600 cubic yards. Additional soil stockpiles or larger volumes may require additional sampling.
- There will be no delays caused by inclement weather.
- Site access will be secured by the property owner and all areas of the site will be accessible during our sampling.
- Laboratory analysis costs are based on an expedited turnaround basis for the stockpile soils analyses.
- Up to six of the waste profiling samples will undergo one STLC and one TCLP analysis.

Authorization

To authorize this proposal, please provide us with a work order referencing this proposal.

We sincerely appreciate your consideration of Rincon Consultants for this project. If you have any questions or would like any additional information, please contact us.

Sincerely,
RINCON CONSULTANTS, INC.

Jennifer Bauer Morton, PG
Senior Project Manager

Ed Morelan, PG, CEG
Principal / Senior Engineering Geologist



**Table 1 - Oxnard School District
Additional Waste Characterization Cost Estimate
Ritchen and McAuliffe Elementary Schools, Oxnard, California
Rincon Consultants, Inc. - August 1, 2018**

Item	Unit	Cost per Unit	Number of Units	Subtotal
Additional Soil Sampling for Waste Profiling, Ritchen Elementary				
Stockpile Sampling				
Project Management - Principal	hour	\$215	1	\$215
Project Management - Senior Project Manager	hour	\$145	3	\$435
Environmental Scientist	hour	\$115	12	\$1,380
Field Equipment: Vehicle, Sample Containers, PPE	day	\$100	3	\$300
Soil Laboratory Analysis				
Organochlorine Pesticides (EPA 8081A) Rush 1 Day TAT	cost + 15%	\$173	10	\$1,730
TPHg (EPA Method 8015M) Rush 1 Day TAT	cost + 15%	\$69	10	\$690
TPHd, o (EPA Method 8015M) Rush 1 Day TAT	cost + 15%	\$81	10	\$810
VOCs (EPA Method 8260B) Rush 1 Day TAT	cost + 15%	\$173	10	\$1,730
Title 22 Metals	cost + 15%	\$184	10	\$1,840
STLC Analysis for pesticides - Rush 3 Day TAT	cost + 15%	\$158	3	\$474
TCLP Analysis for pesticides - Rush 3 Day TAT	cost + 15%	\$158	3	\$474
Project Management, Waste Profiling, and Reporting				
Project Management - Principal	hour	\$215	2	\$430
Project Management and Waste Profiling - Senior Project Manager	hour	\$145	4	\$580
Reporting - Addendum	Lump Sum	\$800	1	\$800
TOTAL, Ritchen				\$11,888
Additional Soil Sampling for Waste Profiling, McAuliffe				
Stockpile Sampling				
Project Management - Principal	hour	\$215	1	\$215
Project Management - Senior Project Manager	hour	\$145	3	\$435
Environmental Scientist	hour	\$115	12	\$1,380
Field Equipment: Vehicle, Sample Containers, PPE	day	\$100	3	\$300
Soil Laboratory Analysis				
Organochlorine Pesticides (EPA 8081A) Rush 1 Day TAT	cost + 15%	\$173	10	\$1,730
TPHg (EPA Method 8015M) Rush 1 Day TAT	cost + 15%	\$69	10	\$690
TPHd, o (EPA Method 8015M) Rush 1 Day TAT	cost + 15%	\$81	10	\$810
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STLC Analysis for pesticides - Rush 3 Day TAT	cost + 15%	\$158	3	\$474
TCLP Analysis for pesticides - Rush 3 Day TAT	cost + 15%	\$158	3	\$474
Project Management, Waste Profiling, and Reporting				
Project Management - Principal	hour	\$215	2	\$430
Project Management and Waste Profiling - Senior Project Manager	hour	\$145	4	\$580
Reporting - Addendum	Lump Sum	\$800	1	\$800
TOTAL, McAuliffe				\$11,888

**OXNARD SCHOOL DISTRICT
AGREEMENT FOR CONSULTANT SERVICES
(MASTER AGREEMENT – CEQA/DTSC COMPLIANCE)**

This Agreement for Consultant Services (“Agreement”) is entered into as of this 13th day of November, 2013 by and between the **Oxnard School District** (“District”), with offices located at 1051 South A Street, Oxnard, CA 93030, and **Rincon Consultants, Inc.** (“Consultant”) with a business address at 180 North Ashwood Avenue, Ventura, CA 93003. District and Consultant are sometimes hereinafter individually referred to as “Party” and hereinafter collectively referred to as the “Parties.”

RECITALS

A. District is authorized by *California Government Code* Section 53060, and Board Policy 4368, to contract with independent contractors for the furnishing of services concerning financial, economic, accounting, engineering, legal, administrative and other matters. District has sought, by issuance of a Request for Qualifications, the performance of certain services, with the precise scope of work to be specified at the time of assignment of work.

B. Following submission of a Statement of Qualifications for the performance of services, Consultant was prequalified by District to perform services on behalf of District that may be assigned, or not assigned, at the District’s sole discretion.

C. The Parties desire to formalize the prequalification of Consultant for performance of services and desire that the terms of that performance be as particularly defined and described herein.

OPERATIVE PROVISIONS

NOW, THEREFORE, in consideration of the mutual promises and covenants made by the Parties and contained herein and other consideration, the value and adequacy of which are hereby acknowledged, the Parties agree as follows:

1. **Incorporation of Recitals and Exhibits.** The Recitals set forth above and all exhibits attached to this Agreement, as hereafter amended, are incorporated by this reference as if fully set forth herein.
2. **Master Agreement.** This Agreement sets forth the basic terms and conditions between District and Consultant. It may be supplemented from time to time with an individual Work Authorization Letter (“WAL”) which shall be considered an amendment to this Agreement, and which shall be subject to all the terms and conditions of this Agreement, and any further terms and conditions as set forth in the WAL.
3. **Scope of Services.** The scope of Services to be assigned to Consultant pursuant to a WAL is further defined in **Exhibit F – Scope of Services**, wherein the general responsibilities of Consultant are described pursuant to the discipline(s) for which the Consultant has been deemed prequalified by District as described in this Agreement.
4. **Agreement, Scope of Work, and Assignment of Projects.** District may, from time to time, and at the sole discretion of District, assign to Consultant specific services to be performed by Consultant (the “Services”) pursuant to a WAL. The WAL assignment procedure and associated forms are set forth in **Exhibit A**, which is attached hereto. This Agreement, together with the WAL, sets forth the terms and conditions pursuant to which Consultant will perform such Services on behalf of District. The WAL

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shall particularize and describe, among other things, such project(s) for which Consultant is to perform Services, such Services to be performed by Consultant at such project(s), the timeline for the performance of such Services, and the compensation to be paid to Consultant for the performance of such Services.

5. **Term of Agreement.** Subject to earlier termination as provided below, this Agreement shall remain in effect from November 13, 2013 through November 12, 2018 (the "Term"). This Agreement may be extended only by amendment, signed by the Parties, prior to the expiration of the Term. Such agreement for extension shall be based upon the showing of good and sufficient cause by Consultant that such extension(s) shall be granted. District shall not be obligated to compensate Consultant for any additional costs if such an extension has been granted to this Agreement. Any provision for additional compensation shall be accommodated via the WAL process as indicated in **Exhibit A**.
6. **Time for Performance.** The scope of the Services set forth in the WAL shall be completed during the Term pursuant to the schedule specified in the WAL. If Services indicated in the WAL cannot be completed within the schedule set forth in the WAL, or if the schedule exceeds the Term of this Agreement, it is the responsibility of Consultant to notify District at least ninety (90) days prior to the expiration of either, with a request for a time extension clearly identifying the cause(s) for the failure to complete the Services within the schedule and/or the Term. Should Consultant fail to provide such notice, and/or the Services not be completed pursuant to that schedule or within the Term, Consultant shall be deemed to be in Default as provided below. District, in its sole discretion, may choose not to enforce the Default provisions of this Agreement and may instead allow Consultant to continue performing the Services.
7. **Additional Services.** Additional Services are services in addition to the Services set forth in the WAL that are provided by Consultant pursuant to a written request by District. Additional Services will require a written request or pre-authorization in writing by District following specific approval of such services by the District Board of Trustees. It is understood and agreed that Consultant shall not perform any Additional Services unless and until Consultant receives specific written approval for such Additional Services from the District Board of Trustees. Any modification of the compensation to be paid to Consultant as a result of Additional Services must be specifically approved in writing by the District Board of Trustees. In the event that the District Board of Trustees approves in writing a modification of the compensation, then Consultant shall be paid for such Additional Services pursuant to Section 8, below. However, it is understood and agreed that if the cause of the Additional Services is the sole or partial responsibility of Consultant, its agents, or any subconsultants or other parties under the charge of Consultant, no additional compensation shall be paid to Consultant. If such conditions exist so as to justify Additional Services as indicated above, which require additional compensation or time in order to be performed, it is the sole responsibility of Consultant to submit a request for Additional Services within ten (10) days of Consultant's discovery of such conditions which require Additional Services. It is understood and agreed that if Consultant performs any services that it claims are Additional Services without receiving prior written approval from the District Board of Trustees, Consultant shall not be paid for such claimed Additional Services.
8. **Compensation and Method of Payment.** This Agreement does not guarantee that District will issue a WAL to Consultant nor does this Agreement guarantee any compensation to Consultant. This Agreement does not create any obligation on the part of District to compensate Consultant absent a WAL indicating compensation due to Consultant once Services are performed. Specific compensation and payment amounts, including approved reimbursable expenses, shall be set forth in the WAL. However, it is understood and agreed that the compensation to be paid to Consultant shall not be in excess of or exceed the rates set forth in **Exhibit B** "Compensation".

a. Each month Consultant shall furnish to District an original invoice for all work performed and expenses incurred during the preceding month for Services performed pursuant to a WAL. The invoice shall clearly indicate the assigned project, the approved WAL, and shall detail charges by the following categories: labor (by sub-category), travel, materials, equipment, supplies, and sub-consultant contracts. Sub-consultant charges, if any, shall be detailed by the following categories: labor, travel, materials, equipment and supplies. District shall independently review each invoice submitted by Consultant to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement and the WAL. In the event that no charges or expenses are disputed, the invoice shall be approved and paid according to the terms set forth in subsection b. In the event any charges or expenses are disputed by District, the original invoice shall be returned by District to Consultant for correction and resubmission.

b. Except as to any charges for work performed or expenses incurred by Consultant which are disputed by District, District will use its best efforts to cause Consultant to be paid within forty-five (45) days of receipt of Consultant's correct and undisputed invoice.

c. Payment to Consultant for work performed pursuant to this Agreement and a WAL shall not be deemed to waive any defects in work performed by Consultant.

9. Responsibilities of Consultant:

a. Consultant shall perform all Services as indicated in this Agreement and the WAL to the satisfaction of District.

b. The specific Services of Consultant to be performed shall be indicated in the WAL.

c. Consultant hereby represents and warrants that (a) it is an experienced consultant in the discipline(s) identified in **Exhibit F**, having the skill and the legal and professional ability and the flexibility necessary to perform all of the Services required under this Agreement; (b) it has the capabilities and resources necessary to perform its obligations hereunder; (c) it is familiar with all current laws, rules, regulations and other restrictions which are and may become applicable to the scope of Services under this Agreement, including but not limited to all local ordinances, building codes, and requirements of all Authorities Having Jurisdiction (AHJ) including but not limited to the Division of State Architect (DSA), the Office of Public School Construction (OPSC), the State Facilities Planning Division (SFPD), California Department of Education (CDE), the California Department of General Services (DGS), the Department of Toxic Substances Control (DTSC), the California Environmental Quality Act (CEQA), Title 24 of the California Code of Regulations, the California Education Code, State and Local Fire Authorities, air quality districts, water quality and control boards, and any/all other AHJ; (d) that it will assume full responsibility for all Services performed and all work prepared and furnished to District by its employees, agents, and subconsultants; (e) that it has sufficient financial strength and resources to undertake and complete the Services provided for under this Agreement within the schedule set forth in the WAL; and (f) that it certifies and covenants that all reports, certifications, studies, analyses, and other documents prepared by Consultant shall be prepared in accordance with all applicable laws, rules, regulations, and other requirements in effect at the time of their preparation, or required at their time of submittal to District and or agencies.

d. Consultant shall follow accepted industry standards and practices and comply with all federal, state, and local laws and ordinances applicable to the Services required by this Agreement and the WAL.

10. Responsibilities of District.

- a. District will prepare and furnish to Consultant upon Consultant's request, such information as is reasonably necessary to the performance of the Services required under this Agreement and the WAL. Consultant understands that all information provided to Consultant remains the property of District and shall only be removed from District's possession/premises and/or be photocopied, reproduced, distributed, or otherwise made available to others if such activities are expressly approved in writing by District and/or the Program Manager. Failure to comply with the above requirements shall be reasonable cause for termination of this Agreement, and may subject Consultant to liability for damages to District.
 - b. If needed by Consultant, District shall provide information as to the requirements and educational program for each project assigned by a WAL, including approved budget and schedule limitations.
 - c. District shall facilitate and coordinate cooperation amongst and between District consultants, including but not limited to architects, construction managers, surveyors, geotechnical engineers, inspectors, testing laboratories, hazardous materials specialists, CEQA/DTSC compliance specialists, technology experts, and any other professional consultants District deems necessary to execute the Facilities Implementation Program. Such coordination shall include the distribution of documentation prepared by individual consultants which may be of service to Consultant in the course of completing the Services.
 - d. District shall facilitate and coordinate cooperation amongst and between District staff and Consultant, as required to complete the Services.
 - e. District shall provide for the timely approval and execution of the WALs, Additional Services requests, invoices, and any other documentation that requires District action in order for Consultant to complete the Services.
11. **Suspension.** District may, for any reason or no reason, in District's sole discretion, suspend all or a portion of this Agreement, the WAL, or the Services by giving ten (10) calendar days written notice of suspension to Consultant. In the event such notice is given, Consultant shall cease immediately all work in progress. If District suspends the Services for a period of ninety (90) consecutive calendar days or more and, in addition, if such suspension is not caused by Consultant or the acts or omissions of Consultant, then if the Services are resumed, Consultant's compensation shall be subject to adjustment to provide for actual direct costs and expenses incurred by Consultant as a direct result of the suspension and resumption by District of the Services.
12. **Termination.** This Agreement, the WAL, or the Services may be terminated at any time by mutual agreement of the Parties or by either Party as follows:
- a. District may terminate all or a portion of this Agreement, the WAL, or the Services without cause at any time by giving ten (10) calendar days written notice of termination to Consultant. In the event such notice is given, Consultant shall cease immediately all work in progress; or
 - b. District may terminate all or a portion of this Agreement, the WAL, or the Services for cause in the event of a Default by giving written notice pursuant to Section 15, below; or
 - c. Consultant may terminate this Agreement or the WAL at any time upon thirty (30) calendar days written notice if District fails to make any undisputed payment to Consultant when due and such failure remains uncured for forty-five (45) calendar days after written notice to District.

13. **Similar or Identical Services.** In the event that this Agreement, the WAL, or any of the Services are terminated in whole or in part as provided herein, District may procure, upon such terms and in such manner as District may determine appropriate, services similar or identical to those terminated to complete any unfinished Services or new services as needed by District.
14. **Inspection and Final Acceptance.** District acceptance of any of work or Services, whether specifically in writing or by virtue of payment, shall not constitute a waiver of any of the provisions of this Agreement or the WAL including, but not limited to, indemnification and insurance provisions.
15. **Default.** Failure of Consultant to perform any Services or comply with any provisions of this Agreement or the WAL constitutes a Default. District may terminate all or any portion of this Agreement, the WAL, or the Services for cause in the event of a Default. The termination shall be effective if Consultant fails to cure such Default within thirty (30) calendar days following issuance of written notice thereof by District, or if the cure by its nature takes longer, fails to commence such cure within thirty (30) calendar days from the date of issuance of the notice and diligently prosecutes such cure to the satisfaction of District. If Consultant has not cured the Default, District may hold all invoices and may choose to proceed with payment on said invoices only after the Default is cured to District's satisfaction. In the alternative, District may, in its sole discretion, during the period before Consultant has cured the Default, elect to pay any portion of outstanding invoices that corresponds to Services satisfactorily rendered. Any failure on the part of District to give notice of Consultant's default shall not be deemed to result in a waiver of District's legal rights or any rights arising out of any provision of this Agreement or the WAL.
 - a. In addition to District's termination rights set forth above, District shall have (i) the right to cure Consultant's Default at Consultant's cost, in which case all amounts expended by District in connection with such cure shall accrue interest from the date incurred until repaid to District by Consultant at the rate of ten percent (10%) per annum; and (ii) all other rights and remedies available to District at law and in equity, including, without limitation, an action for damages. District shall have the right to retain unpaid earned balances to offset damages, and/or charge Consultant for all damages above and beyond unpaid balance of WAL.
16. **Ownership of Documents.** All maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents prepared, developed or discovered by Consultant in the course of providing any Services pursuant to this Agreement or the WAL (collectively and individually, the "Documents") shall become the sole property of District and may be used, reused or otherwise disposed of by District without the permission of Consultant. Upon completion, expiration or termination of this Agreement or the WAL, Consultant shall turn over to District all such Documents.
17. **Use of Documents by District.** If and to the extent that District utilizes for any purpose not related to this Agreement or the WAL any Documents, Consultant's guarantees and warranties related to Standard of Performance under this Agreement or the WAL shall not extend to such use of the Documents.
18. **Consultant's Books and Records.** Consultant shall maintain any and all documents and records demonstrating or relating to Consultant's performance of Services pursuant to this Agreement or the WAL for a minimum of four years after termination or expiration of this Agreement and the WAL, or longer if required by law. Such records shall include at minimum a detailed record of daily performance, staff time records, subconsultants time records, documentation of all costs incurred by Consultant that were billed to District, and detailed records of all Consultant fees, overhead, and profit on earned amounts.

a. Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, or other documents or records evidencing or relating to work, services, expenditures and disbursements charged to District pursuant to this Agreement or the WAL for a minimum of four years, or longer if required by law, all in accordance with generally accepted accounting principles and with sufficient detail so as to permit an accurate evaluation of the Services provided by Consultant pursuant to this Agreement or the WAL.

b. Any and all such records or documents shall be made available for inspection, audit and copying, at any time during regular business hours, upon request by District or its designated representative. Copies of such documents or records shall be provided directly to District for inspection, audit and copying when it is practical to do so; otherwise, unless an alternative is mutually agreed upon, such documents and records shall be made available at Consultant's address indicated for receipt of notices in this Agreement.

c. District has the right to acquire custody of such records by written request if Consultant decides to dissolve or terminate its business. Consultant shall deliver or cause to be delivered all such records and documents to District within sixty (60) days of receipt of the request.

19. **Independent Contractor.** Consultant is retained as an independent contractor and is not employed by District. No employee or agent of Consultant shall become, or be considered to be, an employee of District for any purpose. It is agreed that District is interested only in the results obtained from the Services under this Agreement and the WAL and that Consultant shall perform as an independent contractor with sole control of the manner and means of performing the Services required under this Agreement and the WAL. Consultant shall complete this Agreement and the WAL according to its own methods of work which shall be in the exclusive charge and control of Consultant and which shall not be subject to control or supervision by District except as to results of the Services. Consultant shall provide all of its own supplies, equipment, facilities, materials, manpower, and any/all other resources that may become necessary in the course of completing the Services. It is expressly understood and agreed that Consultant and its employees shall in no event be entitled to any benefits to which District employees are entitled, including, but not limited to, overtime, retirement benefits, insurance, vacation, worker's compensation benefits, sick or injury leave or other benefits. Consultant will be responsible for payment of all of Consultant's employees' wages, payroll taxes, employee benefits and any amounts due for federal and state income taxes and Social Security taxes since these taxes will not be withheld from payments under this Agreement or the WAL.

a. The personnel performing the Services under this Agreement and the WAL on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Consultant, its agents or employees shall not at any time or in any manner represent that Consultant or any of Consultant's officers, employees, or agents are in any manner officials, officers, employees or agents of District.

b. Consultant shall have no authority to bind District in any manner, or to incur any obligation, debt or liability of any kind on behalf of or against District, whether by contract or otherwise, unless such authority is expressly conferred in writing by District, or under this Agreement.

20. **Standard of Performance.** Consultant represents and warrants that it has the skill, qualifications, experience and facilities necessary to properly perform the Services required under this Agreement and the WAL in a thorough, competent and professional manner. Consultant represents and warrants that its employees and subcontractors have all legally required licenses, permits, qualifications and approvals necessary to perform the Services and that all such licenses and approvals shall be maintained throughout the term of this Agreement and the WAL. Consultant shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all Services

described herein and the WAL. In meeting its obligations under this Agreement and the WAL, Consultant shall employ, at a minimum, the standard of care utilized by persons engaged in providing services similar to those required of Consultant under this Agreement and the WAL for California school districts in or around the same geographic area of District (the "Standard of Performance").

21. **Confidential Information.** All information gained during performance of the Services and all Documents or other work product produced by Consultant in performance of this Agreement and the WAL shall be considered confidential ("confidential information"). Consultant shall not release or disclose any such confidential information, Documents or work product to persons or entities other than District without prior written authorization from the Superintendent of District and/or Program Manager, except as may be required by law. Confidential information does not include information that: (i) Consultant had in its possession prior to considering entering into this Agreement; (ii) becomes public knowledge through no fault of Consultant; (iii) Consultant lawfully acquires from a third party not under an obligation of confidentiality to the disclosing party; or (iv) is independently developed by Consultant without benefit of the information provided by District. In connection with confidential information:

a. Consultant shall promptly notify District if it is served with any summons, complaint, subpoena or other discovery request, court order or other request from any party regarding this Agreement or the WAL or the Services performed hereunder or the WAL.

b. District retains the right, but has no obligation, to represent Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with District and to provide District with the opportunity to review any response to discovery requests provided by Consultant; provided that this does not imply or mean the right by District to control, direct, or rewrite said response.

22. **Conflict of Interest; Disclosure of Interest.** Consultant covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of District or which would in any way hinder Consultant's performance of the Services under this Agreement or the WAL. Consultant further covenants that in the performance of this Agreement and the WAL, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of District. Consultant agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of District in the performance of this Agreement and the WAL.

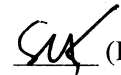
a. Bylaws of the Board 2030(A) E, 2030(B) E and 2030(C) E, as hereinafter amended or renumbered, require that a consultant that qualifies as a "designated employee" must disclose certain financial interests by filing financial interest disclosures. By its initials below, Consultant (i) represents that it has received and reviewed a copy of the Bylaws of the Board 2030(A) E, 2030(B) E and 2030(C) E and that it does does not qualify as a "designated employee"; and (ii) agrees to notify District, in writing, if Consultant believes that it is a "designate employee" and should be filing financial interest disclosures, but has not been previously required to do so by District.

SUS (Initials)

23. **Compliance with Applicable Laws.** In connection with the Services and its operations, Consultant shall keep itself informed of and comply with all applicable federal, state and local laws, statutes, codes, ordinances, regulations and rules including, but not limited to, minimum wages and/or prohibitions against discrimination, in effect during the Term. Consultant shall obtain any and all licenses, permits and authorizations necessary to perform the Services. Neither District, nor any

elected or appointed boards, officers, officials, employees or agents of District shall be liable, at law or in equity, as a result of any failure of Consultant to comply with this section.

a. Without limiting the generality of the foregoing, Consultant, unless exempted, shall comply with the requirements of Education Code Section 45125.1 with respect to fingerprinting of employees who may have contact with District's pupils. Consultant must complete District's certification form, attached herein as Exhibit E, prior to any of Consultant's employees coming into contact with any of District's pupils. Consultant also agrees to comply with all other operational requirements of District, as may be revised from time to time, including but not limited to any obligations relating to vaccination or testing for infectious diseases.

 (Initials)

24. **Unauthorized Aliens.** Consultant hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. §§ 1101, et seq., as amended, and in connection therewith, shall not employ "unauthorized aliens" as that term is defined in 8 U.S.C.A. §1324a(h)(3). Should Consultant so employ such individuals for the performance of work and/or Services covered by this Agreement or the WAL, and should any liability or sanctions be imposed against District for such employment, Consultant hereby agrees to and shall reimburse District for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by District.
25. **Non-Discrimination.** Consultant shall abide by the applicable provisions of the United States Civil Rights Act of 1964 and other provisions of law prohibiting discrimination and shall not discriminate, in any way, against any person on the basis of race, color, religious creed, national origin, ancestry, sex, sexual orientation, age, physical handicap, medical condition or marital status in connection with or related to the performance of this Agreement or the WAL.
26. **Disabled Veteran Business Enterprise Participation.** Pursuant to Education Code section 17076.11, District has a participation goal for disabled veteran business enterprises (DVBES) of at least three (3) percent, per year, of funds expended each year by District on projects that use funds allocated by the State Allocation Board pursuant to the Leroy F. Greene School Facilities Act. Unless waived in writing by District, Consultant shall provide proof of DVBE compliance, in accordance with any applicable policies of District or the State Allocation Board, within thirty (30) days of its execution of this Agreement
27. **Assignment.** The expertise and experience of Consultant are material considerations for this Agreement and the WAL. District has an interest in the qualifications of and capability of the persons and entities that will fulfill the duties and obligations imposed upon Consultant under this Agreement and the WAL. In recognition of that interest, Consultant shall not assign or transfer this Agreement or any portion of this Agreement or any portion of the WAL or the performance of any of Consultant's duties, Services or obligations under this Agreement or the WAL without the prior written consent of District and approved by District's Board of Trustees. Any attempted assignment shall be ineffective, null and void, and shall constitute a material breach of this Agreement and the WAL entitling District to any and all remedies at law or in equity, including summary termination of this Agreement and the WAL.
28. **Subcontracting.** Notwithstanding the above, Consultant may utilize subcontractors in the performance of its duties pursuant to this Agreement and the WAL, but only with the prior written consent of District. Consultant shall be as fully responsible to District for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by Consultant's subcontractors, as if the acts and omissions were performed by Consultant directly.

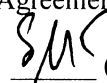
29. **District Administrator.** Lisa Franz shall be in charge of administering this Agreement on behalf of District, (the “Administrator”) provided that any written notice or any consent, waiver or approval of District must be signed by the Superintendent or a designated employee of District to be valid. The Administrator has completed **Exhibit D** “Conflict of Interest Check” attached hereto.

30. **Continuity of Personnel.** Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant’s staff and subcontractors consistent with the staff proposed as part of the Statement of Qualifications, if any, assigned to perform Services under this Agreement and the WAL.

a. Consultant shall provide District and the Administrator a list of all personnel and subcontractors providing Services and shall maintain said list current and up to date at all times during the Term. The list shall include the following information: (1) all full or part-time staff positions by title, including volunteer positions whose direct services are required to provide the Services; (2) a brief description of the functions of each such position and the hours each position works each week or, for part-time positions, each day or month, as appropriate; (3) the professional degree, if applicable, and experience required for each position; and (4) the name of the person responsible for fulfilling the terms of this Agreement and the WAL.

31. **Indemnification.** To the fullest extent permitted by law, Consultant shall defend and indemnify District and its officials, elected board members, employees and agents (“Indemnified Parties”) from and against all claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, its officers, employees, consultants, subcontractors, or agents, pursuant to this Agreement and/or the WAL, but not for any loss, injury, death or damage caused by the active negligence or willful misconduct of any of the Indemnified Parties.

a. Consultant agrees to obtain executed indemnity agreements with provisions identical to the above from each and every subcontractor retained or employed by Consultant in the performance of this Agreement and the WAL. Failure of District to monitor compliance with these requirements imposes no additional obligations on District and will in no way act as a waiver of any rights hereunder. Consultant’s obligation to indemnify and defend District as set forth above is binding on the successors, assigns or heirs of Consultant and shall survive the termination of this Agreement and the WAL.

 (Initials)

32. **Insurance.** Consultant agrees to obtain and maintain in full force and effect during the term of this Agreement the insurance policies set forth in **Exhibit C** “Insurance” and made a part of this Agreement. All insurance policies shall be subject to approval by District as to form and content. These requirements are subject to amendment or waiver if so approved in writing by the District Superintendent.

33. **Notices.** All notices required or permitted to be given under this Agreement or the WAL shall be in writing and shall be personally delivered, or sent by telecopier or certified mail, postage prepaid and return receipt requested, addressed as follows:

To District: Oxnard School District
1051 South A Street
Oxnard, California, 93030
Attention: Lisa Cline
Assistant Superintendent, Business & Fiscal Services
Re: [Insert Project Name]

With electronic copy to: Caldwell Flores Winters, Inc.
Oxnard School District Program Manager
6425 Christie Ave., Suite 270
Emeryville, California 94608
Attention: Yuri Calderon
T: 510-596-8170
Email: ycalderon@cfwinc.com

To Consultant: Rincon Consultants, Inc.
180 North Ashwood Avenue
Ventura, CA 93003
Attention: Stephen Svete
T: (805) 644-4455
Email: svete@rinconconsultants.com

All notices, demands, or requests to be given under this Agreement or the WAL shall be given in writing and conclusively shall be deemed received when delivered in any of the following ways: (i) on the date delivered if delivered personally; (ii) on the date sent if sent by facsimile transmission and confirmation of transmission is received; (iii) on the date it is accepted or rejected if sent by certified mail; and (iv) the date it is received if sent by regular United States mail.

34. **Excusable Delays.** Neither Party will be liable to the other for unanticipated delays or failures in performance resulting from causes beyond the reasonable control of that Party, including, but not limited to, acts of God, labor disputes or disturbances, material shortages or rationing, riots, acts of war, governmental regulations, communications or utility failures, or casualties; provided that the delayed Party: (i) gives the other Party prompt written notice of such cause; and (ii) uses its reasonable efforts to correct such failure or delay in its performance. The delayed Party's time for performance or cure under this section will be extended for a period equal to the duration of the cause or sixty (60) days, whichever is less.
35. **Entire Agreement; Binding Effect.** This Agreement including Exhibits hereto, contains the entire understanding of the Parties, and supersedes all other written or oral agreements. Consultant shall be entitled to no other benefits other than those specified herein. No changes, amendments or alternations shall be effective unless in writing and signed by both Parties and approved by District's Board of Trustees. Consultant specifically acknowledges that in entering into this Agreement, Consultant relied solely upon the provisions contained in this Agreement and no others. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the Parties.
36. **Amendment.** No changes, amendments to or modifications of this Agreement or the WAL shall be valid, effective or binding unless made in writing and signed by both Parties and approved by the District's Board of Trustees. The Parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.
37. **Waiver.** Waiver by any Party of any term, condition, or covenant of this Agreement or the WAL shall not constitute a waiver of any other term, condition, or covenant. Waiver by any Party of any breach of the provisions of this Agreement or the WAL shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement or the WAL. None of the provisions of this Agreement or the WAL shall be considered waived by either Party unless such waiver is specifically specified in writing. Neither District's review, approval of, nor payment for, any of the Services required under this Agreement or the WAL shall be construed to operate as a waiver of

any rights under this Agreement or the WAL, and Consultant shall remain liable to District in accordance with this Agreement and the WAL for all damages to District caused by Consultant's failure to perform any of the Services to the Standard of Performance. This provision shall survive the termination of this Agreement and the WAL.

38. **Governing Law.** This Agreement and the WAL shall be interpreted, construed and governed according to the laws of the State of California. With respect to litigation involving this Agreement, the WAL or the Services, venue in state trial courts shall lie exclusively in the County of Ventura, California.

39. **Severability.** If any term, condition or covenant of this Agreement or the WAL is declared or determined by any court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement and the WAL shall not be affected thereby and the Agreement and WAL shall be read and construed without the invalid, void or unenforceable provision(s).

40. **Authority to Execute.** The person or persons executing this Agreement on behalf of Consultant represents and warrants that he/she/they has/have the authority to so execute this Agreement and to bind Consultant to the performance of its obligations hereunder.

IN WITNESS WHEREOF, District and Consultant have executed and delivered this Agreement for consultant services as of the date first written above.

OXNARD SCHOOL DISTRICT:

Lisa A. Franz
Signature

Lisa A. Franz, Director, Purchasing
Typed Name/Title

11-20-13
Date

Tax Identification Number: 95-6002318

RINCON CONSULTANTS INC.:

[Signature]
Signature

STEPHEN SNEYDE, AICP/N.P.
Typed Name/Title

10-31-2013
Date

Tax Identification Number: 77-0390093

Not Project Related

Project #13-131

EXHIBIT A
TO AGREEMENT FOR CONSULTANT SERVICES #13-131

WORK AUTHORIZATION PROCEDURES

1. Assignment of Work Authorization

- 1.1. Request For Proposal (RFP): At the sole discretion of District, one or more prequalified professional services consultants shall be solicited with a Request For Proposal (“RFP”) for a specific lump sum fixed fee proposal for defined Services to be complete within a defined timeline. For a proposal to be valid it must clearly acknowledge the complete Services requested by District and must include a lump sum fixed fee amount to complete all defined Services, a clearly defined schedule for completion of Services which meets the required timeline defined by District and shows final completion to occur within the Term of this Agreement.
- 1.2. Evaluation of Proposal: District’s Program Manager, in consultation with District, shall review each proposal for validity, accuracy, competitiveness, and overall quality of the Services proposed to be performed. In the case where more than one firm is solicited for a scope of defined Services, the Program Manager shall evaluate each proposal thoroughly based on predetermined, objective criteria to ensure a just and fair review of all proposals.
- 1.3. Selection of Consultant: Following evaluation of proposals, the consultant whose proposal exhibits the best value for the benefit of District shall be recommended to the Superintendent for approval.
- 1.4. Work Authorization Letter (WAL): With the approval of the District Superintendent, the Program Manager shall issue a Work Authorization Letter (“WAL”) to the selected consultant to perform the defined Services as indicated in the RFP, for the lump sum fixed fee amount reflected in the proposal, with all Services to complete within the timeline indicated in the RFP, and the Term set forth in this Agreement. District retains the right to negotiate all terms of the WAL subsequent to the receipt of proposal(s) in order to clarify the scope of Services, and/or make any adjustments to the fee amount and required schedule prior to issuance of the WAL. The WAL shall be considered a binding agreement, and amendment to this Agreement, once executed by Consultant, approved by the District Board of Trustees, and executed by the Superintendent.
- 1.5. Performance of Services Set Forth in the WAL: Performance of Services set forth in the WAL shall not commence until final approval by the District Superintendent and Board of Trustees, unless expressly authorized by the District Superintendent and Program Manager. During the course of completing the Services, Consultant shall comply will all provisions of this Agreement and the WAL. All Services set forth in the WAL shall be completed within the schedule set forth in the WAL.
- 1.6. Close Out of WAL Services: Upon completion of all Services required by the WAL, Consultant shall submit all required close-out documentation, certifications, records, reports, warranties, and any other information required or requested by District prior to submitting Consultant’s invoice for final payment.
- 1.7. WAL Form: See next page for sample Work Authorization Letter.

Not Project Related

Project #13-131

EXHIBIT B
TO AGREEMENT FOR CONSULTANT SERVICES #13-131

COMPENSATION & RATE/FEE SCHEDULE

I. The following rates of pay shall apply in the performance of the Services under this Agreement and the WAL:

Document/Study	Estimated Costs
Initial Study – Mitigated Negative Declaration	\$15,000 - \$80,000
Environmental Impact Report	\$40,000 - \$200,000
Phase I Environmental Site Assessment	\$2,500 - \$3,200
Preliminary Environmental Assessment	\$16,000 - \$21,000
Pipeline Study	\$3,000 - \$5,000
Geotechnical Study	\$25,000 - \$40,000

CDE Coordination and Compliance tasks are typically conducted by Senior Staff II professionals on an as needed basis.

Professional, Technical, and Support Personnel	Rate
Principal II	\$ 210/hour
Principal I	\$ 180/hour
Senior Supervisor II	\$ 160/hour
Supervisor I	\$ 145/hour
Senior Staff II	\$ 135/hour
Senior Staff I	\$ 120/hour
Professional Staff Analyst III	\$ 105/hour
Professional Staff Analyst II	\$ 95/hour
Professional Staff Analyst I	\$ 85/hour
Environmental Technician	\$ 60/hour
Environmental Field Aide	\$ 55/hour
Senior GIS Specialist	\$ 105/hour
GIS Specialist/CAD Specialist	\$ 85/hour

Professional, Technical, and Support Personnel	Rate
Graphic Designer	\$ 75/hour
Technical Editor	\$ 85/hour
Clerical/Administrative Support Staff	\$ 65/hour
Production Technician	\$ 65/hour

Not Project Related

Project #13-131

II. Consultant may utilize subcontractors as permitted in the Agreement and the WAL. The hourly rate for any subcontractor shall be consistent with the rate and fee schedule indicated in Section I above, unless other direction is provided with written authorization from District Superintendent or his/her designee.

III. Claims for reimbursable expenses shall be documented by appropriate invoices and supporting receipts. Consultant may be reimbursed for those reasonable out-of-pocket expenses set forth below that are incurred and paid for by Consultant beyond the typical obligations under this Agreement and the WAL, but only to the extent that such expenses are directly related to Services satisfactorily completed, are approved by District in writing and do not cause the amounts paid to Consultant to exceed the amounts allowed under this Agreement and the WAL. No mark-up of any expense is permitted. The following is the EXCLUSIVE list of reimbursable expenses:

A. Travel and Mileage. Consultant must request the travel in writing and justify why the travel should be reimbursed. Travel expenses must be approved in writing by District, in its sole discretion. Trips from any Consultant's office to District's office or to the subject project site will not be approved for reimbursement.

B. Reimbursable Reprographic Services. Print sets or copies requested in writing by District beyond the quantities required under the WAL.

C. Fees for Subcontractors. Fees for subcontractors hired and paid by Consultant at the written request of District and are permitted in the Agreement and the WAL.

D. Fees advanced for securing approval of public agencies having jurisdiction over any project hereunder.

IV. Consultant shall provide to District a complete Schedule of Values (SOV), identifying major work activities required to complete the authorized scope of work. All invoices must reflect the appropriate progress percentage for each SOV item billed, to be verified by District. District will compensate Consultant for the Services performed upon approval by District of a valid and complete invoice, in form and substance acceptable to District. See Exhibit G for required Invoice Approval Form and Billing Cover Sheet. The Billing Cover Sheet shall reflect the approved SOV. In connection with Services that are only partially completed at the time an invoice is paid, notwithstanding any provision of the Agreement, the WAL, or any other document, payment of the invoice does not constitute acceptance of the partially completed work or Service. Each invoice is to include:

A. Billing Cover Sheet/SOV with all appropriate progress percentages identified toward completion of the Services.

B. Acceptable back-up for billings shall include, but not be limited to:

- a. Records for all personnel describing the work performed, the number of hours worked, and the hourly rate, for all time charged to the Services.**
- b. Records for all supplies, materials and equipment properly charged to the Services.**
- c. Records for all travel pre-approved by District and properly charged to the Services.**
- d. Records for all subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.**

Unless otherwise directed by District, in writing, completed invoices are to be submitted to the attention of the Director of Purchasing and the Assistant Superintendent, Business and Fiscal Services. To be considered complete, the invoice packet shall include all back-up documentation required by District and sign-off from District staff, Program Manager or project manager assigned by District to supervise the Services.

Not Project Related

Project #13-131

V. The total compensation for the Services shall be provided for in the WAL(s) issued subsequent to this Agreement.

VI. Compensation Upon Termination. In the event that District suspends or terminates this Agreement, the WAL or any of the Services pursuant to Section 11 or Section 12a of the Agreement, District will pay Consultant as provided herein and the WAL for all Services and authorized Additional Work actually performed, and all authorized reimbursable expenses actually incurred and paid, under and in accordance with this Agreement and the WAL, up to and including the date of suspension or termination; provided that such payments shall not exceed the amounts specified in the Agreement and the WAL as compensation for the Services completed, plus any authorized Additional Work and authorized reimbursable expenses completed prior to suspension or termination. No payment for demobilization shall be paid unless District at its sole discretion determines that demobilization or other compensation is appropriate. After a notice of termination is given, Consultant shall submit to District a final claim for payment, in the form and with certifications prescribed by District. Such claim shall be submitted promptly, but in no event later than forty (40) calendar days after the Termination Date specified on the notice of termination. Such payment shall be Consultant's sole and exclusive compensation and District shall have no liability to Consultant for any other compensation or damages, including without limitation, anticipated profit, prospective losses, legal fees or costs associated with legal representation or consequential damages, of any kind.

- Not Project Related
- Project #13-131

EXHIBIT C
TO AGREEMENT FOR CONSULTANT SERVICES #13-131

INSURANCE

I. **Insurance Requirements.** Consultant shall provide and maintain insurance, acceptable to District Superintendent or District Counsel, in full force and effect throughout the Term of this Agreement and the WAL, against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by Consultant, its agents, subcontractors, representatives and/or employees. Insurance is to be placed with insurers authorized to conduct business in the State of California and with a current A.M. Best's rating of no less than A, as rated by the current edition of Best's Key Rating Guide, published by A.M. Best Company, Oldwick, New Jersey 08858. Consultant shall provide the following scope and limits of insurance:

A. **Minimum Scope of Insurance.** Coverage shall be at least as broad as:

- (1) Commercial General Liability coverage of not less than two million dollars (\$2,000,000) aggregate and one million dollars (\$1,000,000) per occurrence.
- (2) Auto liability insurance with limits of not less than one million dollars (\$1,000,000).
- (3) Insurance coverage should include:
 - 1. owned, non-owned and hired vehicles;
 - 2. blanket contractual;
 - 3. broad form property damage;
 - 4. products/completed operations; and
 - 5. personal injury.
- (4) Workers' Compensation insurance as required by the laws of the State of California.
- (5) Abuse and Molestation coverage of not less than two million dollars (\$2,000,000) per occurrence and five million dollars (\$5,000,000) aggregate.
- (6) Professional liability (Errors and Omissions) insurance, including contractual liability, as appropriate to the Consultant's profession, in an amount of not less than the following:

Accountants, Attorneys, Education Consultants, Nurses, Therapists	\$1,000,000
Architects	\$1,000,000 or \$2,000,000
Physicians and Medical Corporations	\$5,000,000

Failure to maintain professional liability insurance is a material breach of this Agreement and the WAL and grounds for immediate termination

II. **Other Provisions.** Insurance policies required by this Agreement shall contain the following provisions:

Not Project Related

Project #13-131

A. All Policies. Each insurance policy required by this Agreement shall be endorsed and state the coverage shall not be suspended, voided, cancelled by the insurer or either Party to this Agreement, reduced in coverage or in limits except after 30 days' prior written notice by Certified mail, return receipt requested, has been given to District

B. General Liability, Automobile Liability, and Abuse/Molestation Coverages.

(1) District, and its respective elected and appointed officers, officials, employees and volunteers are to be covered as additional insureds (collectively, "additional insureds") as respects the following: liability arising out of activities and/or Services Consultant performs; products and completed operations of Consultant; premises owned, occupied or used by Consultant; automobiles owned, leased, hired or borrowed by Consultant, and Abuse/Molestation. The coverage shall contain no special limitations on the scope of protection afforded to additional insureds.

(2) Each policy shall state that the coverage provided is primary and any insurance carried by any additional insured is in excess to and non-contributory with Consultant's insurance.

(3) Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

(4) Any failure to comply with the reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to any additional insured.

III. Other Requirements. Consultant agrees to deposit with District, at or before the effective date of this Agreement and the WAL, certificates of insurance necessary to satisfy District that the insurance provisions of this Agreement have been complied with. District may require that Consultant furnish District with copies of original endorsements effecting coverage required by this section. The certificates and endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. District reserves the right to inspect complete, certified copies of all required insurance policies, at any time.

A. If any Services are performed by a subcontractor, Consultant shall furnish certificates and endorsements from each subcontractor identical to those Consultant provides.

B. Any deductibles or self-insured retentions must be declared to and approved by District. At the option of District, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects District or its respective elected or appointed officers, officials, employees and volunteers or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration, defense expenses and claims.

C. The procuring of any required policy or policies of insurance shall not be construed to limit Consultant's liability hereunder nor to fulfill the indemnification provisions and requirements of this Agreement.

Not Project Related

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EXHIBIT D
TO AGREEMENT FOR CONSULTANT SERVICES #13-131

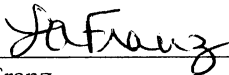
CONFLICT OF INTEREST CHECK

Bylaws of the Board 2030(C)E requires that the Superintendent or a designee make a determination, on a case by case basis, concerning whether disclosure will be required from a consultant to comply with District's Conflict of Interest Code (commencing with Bylaws of the Board 2030 BB).

Consultants are required to file disclosures when, pursuant to a contract with District, Consultant will make certain specified government decisions or will perform the same or substantially the same duties for District as a staff person would.

The services to be performed by Consultant under the Agreement to which this Exhibit D is attached constitute do not constitute governmental decisions or staff services within the meaning of the Conflict of Interest Code. Therefore, Consultant, is is not subject to disclosure obligations.

Date: 11-20-13

By: 

Lisa A. Franz
Director, Purchasing

Not Project Related

Project #13-131

EXHIBIT "E"
TO AGREEMENT FOR CONSULTANT SERVICES #13-131

**BACKGROUND CHECK AND FINGERPRINTING PROCEDURES
FOR CONTRACTORS**

The successful Bidder will be required to assure that its employees, subcontractors of any tier, material suppliers, and consultants do not have direct contact with the District's students during the performance of the Contract in compliance with Education Code §§ 45125.1 and 45125.2. To assure these provisions, the successful Bidder's supervisor shall be fingerprinted, and proof of same shall be provided to the District prior to start of on-site work. The supervisor will monitor the workers' conduct while on school grounds. In addition, the successful Bidder shall barricade the Work area to separate its workers from the students. Costs associated with this process are the responsibility of the successful Bidder.

The Contractors' construction supervisors or their unsupervised employees who will be working outside of fenced areas during the school hours **must** have submitted a fingerprint identification card to the Department of Justice (DOJ) and have a proof of clearance in the form of an affidavit filed in the Oxnard School District's Purchasing Office **prior to** the start of the Work.

California Education Code §§45125.1 and 45125.2 require that criminal checks be completed for contractors (Contracting Firm) who provide architectural, construction, janitorial, administrative, landscape, transportation, food-related, or other similar services to school districts.

The undersigned does hereby certify to the Board of Trustees of the Oxnard School District as follows:

That I am a representative of the Contractor currently under contract ("Contract") with the District; that I am familiar with the facts herein certified, and am authorized and qualified to execute this certificate on behalf of Contractor.

Contractor certifies that it has taken the following actions with respect to the construction Project that is the subject of the Contract:

1. Pursuant to Education Code §45125.2, Contractor has installed or will install, prior to commencement of Work, a physical barrier at the Work Site, which will limit contact between Contractor's employees and District pupils at all times (mandatory for all Projects); AND

2. The Contractor has complied with the fingerprinting requirements of Education Code §45125.1 with respect to all Contractor's employees and all of its subcontractors' employees who may have contact with District pupils in the course of providing services pursuant to the Contract, and the California Department of Justice has determined that none of those employees has been convicted of a felony, as that term is defined in Education Code §45122.1. A complete and accurate list of Contractor's employees and of all its subcontractors' employees who may come in contact with District pupils during the course and scope of the Contract is attached hereto; AND/OR

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3. Pursuant to Education Code §45125.2, Contractor certifies that all employees will be under the continual supervision of, and monitored by, an employee of the Contractor who the California Department of Justice has ascertained has not been convicted of a violent or serious felony. The name and title of each employee who will be supervising Contractor's employees and its subcontractors' employees is:

Name: STEPHEN SVETE
Title: VICE PRESIDENT

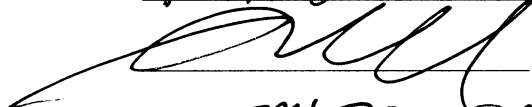
AND/OR

4. The Work on the Contract is at an unoccupied school site and no employee and/or subcontractor or supplier of any tier of Contract shall come in contact with District pupils.

Contractor's responsibility for background clearance extends to all of its employees, Subcontractors, and employees of Subcontractors coming into contact with District pupils regardless of whether they are designated as employees or acting as independent contractors of the Contractor.

Date: 10-31-2013

Proper Name of Contractor: RINCON CONSULTANTS, INC.

Signature: 
By: STEPHEN SVETE
Its: VICE PRESIDENT

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EXHIBIT "F"
TO AGREEMENT FOR CONSULTANT SERVICES #13-131

SCOPE OF SERVICES– CEQA/DTSC COMPLIANCE

The CEQA/DTSC Compliance Consultant's Scope of Work includes, but is not limited to, the following:

Consultant shall ensure that the project sites are thoroughly studied and analyzed regarding environment impact and presence of toxins, and that all required mitigation and abatement requirements are fully identified and filed with the State of California. All work by this consultant must be performed in accordance with Division of State Architect (DSA), California Department of Education (CDE), California Department of Toxic Substances Control (DTSC), California Environmental Quality Act (CEQA), California Occupational Safety and Health Administration (Cal-OSHA), and all other agencies having jurisdiction.

- a. Confirmation of categorical exemption status and/or required environmental reporting of assigned projects.
- b. Preparation and public review of an Initial Study and Mitigated Negative Declaration to fulfill the environmental review requirements under CEQA, including adoption of final IS/MND, Mitigation Monitoring & Reporting Program, and Findings as required under CEQA and CA Ed. Code 17213;
- c. Preparation of a Phase I Environmental Site Assessment as the initial task to comply with California Department of Toxic Substances Control (DTSC) and California Department of Education (CDE) requirements; and
- d. Completion of a school siting safety screening evaluation as required by CDE for new school site acquisition.

1. Project Initiation:

- a. Following the assignment of the project and approval of work authorization, the consultant shall meet with District representatives to discuss project compliance with the California Environmental Quality Act (CEQA) and DTSC requirements. The meeting agenda shall include the following items:
 - i. Introduction of District staff and consultant's representatives who will perform the work
 - ii. Discussion of potentially significant environmental issues, emphasis on controversial issues
 - iii. Discussion of preliminary calendar of events
 - iv. Discussion of preliminary distribution list for notices and CEQA documents
 - v. Discussion of preliminary budget

2. Calendar of Events:

- a. The consultant shall provide the District with a proposed calendar of events that show the following:
 - i. Date due
 - ii. Date complete
 - iii. Description of event
 - iv. Responsible party
 - v. Related documents and activities

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3. DTSC Compliance:

- a. Coordination & correspondence with DTSC.
- b. Completion of Phase I Environmental Site Assessment (ESA) in accordance with ASTM standard 1527-05, including records review, site reconnaissance, interviews, and report preparation. ESA shall also include all requirements per DTSC Draft School Environmental Assessment Manual (SEAM) published August 2008 – or per updated documents published more recently.
- c. Coordination with DTSC for review of ESA
- d. Completion of a draft PEA work plan to expedite DTSC review process.
- e. Completion of Phase II Sampling Program, as required by DTSC, and completion of the Preliminary Environmental Assessment (PEA)
- f. Coordination & Correspondence with the California Dept. of Education (CDE) to ensure compliance with CDE site safety checklist, completion of all required CDE forms and all other CDE site approval requirements, including but not limited to:
 - i. High Voltage Power Transmission Lines
 - ii. Airports
 - iii. Hazardous Air Emissions and Facilities Within a Quarter Mile
 - iv. Railroads
 - v. Pressurized Gas, Gasoline, or Sewer Pipelines
 - vi. High-Pressure Water Pipelines, Reservoirs, Water Storage Tanks
 - vii. Major Roadways
 - viii. Tsunami, Flood, and Dam Inundation
 - ix. EMF Frequencies

4. Initial Study/Notice of Preparation/Scoping Meeting:

- a. The consultant shall prepare a comprehensive project description which will form the basis for environmental evaluation under CEQA.
- b. The consultant shall analyze the project and prepare a Draft Initial Study (IS) to identify potentially significant environmental issues.
 - i. The Initial Study shall include:
 - Introduction & Environmental Setting – Purpose of study & general description of existing geographic character and immediate site vicinity.
 - Environmental Impact Analysis – Prepared per CEQA environmental checklist form. Where possible, impacts to be quantified or reasonable assumptions will be declared to forecast potential impacts. Standard mitigation measures will be incorporated.
- c. The consultant shall incorporate the IS into a notice of preparation (NOP) of CEQA documents for circulation among the public.
- d. The consultant shall prepare a proposed distribution list for CEQA documents.
- e. The consultant shall facilitate one or more scoping meetings.
- f. The consultant, subsequent to closure of the 30 day NOP review period, shall prepare a memorandum to the District summarizing the issues raised during the review period, including scoping meetings. The memorandum shall identify those issues that should be incorporated into the CEQA documents. The consultant shall recommend to the District whether additional analysis, outside of this scope of work, is necessary to address any issue.

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5. Negative Declaration:

- a. Should the District and the consultant conclude that the preparing of a negative declaration meets the requirements of CEQA, the consultant shall prepare and circulate the negative declaration to responsible government agencies, interested parties and the public for comment.
- b. The consultant shall prepare proposed written responses to comments by responsible government agencies, interested parties and the public for the District's review. The consultant shall distribute the District approved written responses to the persons and entities on the distribution list.

6. Mitigated Negatives

- a. Should the District and the consultant conclude that the preparing of a mitigated negative declaration (MND) is necessary to meet the requirements of CEQA, the consultant shall prepare the MND and recommended mitigation measures and a mitigation monitoring and reporting plan to reduce project impacts to below a level of significance and distribute same to responsible government agencies, interested parties and the public for comment.
- b. The Consultant shall facilitate publication/posting, circulation, and distribution to commenting agencies and interested groups/individuals, including preparation & distribution of Notice of Availability, and preparation of newspaper publication notices. All publication to be in accordance to CEQA guidelines section 15072.
- c. The consultant shall prepare and circulate written responses to comments by responsible government agencies, interested parties and the public.

7. Environmental Impact Report:

- a. Should the District and the consultant conclude that an environmental impact report (EIR) is necessary to meet the requirements of CEQA, the consultant shall prepare a Draft EIR. The Draft EIR shall incorporate relevant parts of technical studies such as the Preliminary Endangerment Assessment (PEA), geological reports, historical resources evaluations and investigative reports about developed and undeveloped real property contiguous to the project in addition to the following topics:
 - i. Aesthetics. Light and glare generated by the project from athletic fields, parking lots and security lights that may have significant impacts on surrounding real property and, if the real property has been developed as residential, the residential character of the area. The consultant shall use the conceptual site plan to determine the location of school facilities and potential light and glare impacts to the surrounding areas.
 - ii. Agriculture Resources. The EIR shall account for the existing use or past use of the project site for agricultural purposes.
 - iii. Air Quality. The consultant shall prepare a technical air quality analysis consistent with the requirements of the South Coast Air Quality Management District (SCAQMD). All technical calculations shall be provided as an appendix to the EIR. Background traffic volumes and level of service calculations developed as part of the traffic/circulation analysis shall be used in preparing this technical analysis. The analysis shall describe ambient air quality and evaluate construction emissions, regional emissions, and local carbon monoxide emissions, consistent with CEQA air quality analysis standards.
 - iv. Biological Resources. The EIR shall account for sensitive biological resources on the project site and if there are whether the project has the potential to cause impacts to biological resources.

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- v. Cultural/Paleontological Resources. The EIR shall contain a summary of historic resources evaluation findings. A report of historic resources evaluation shall be included in the EIR as an appendix. This EIR section shall include discussion of possible archaeological and paleontological resources, if any.
- vi. Geology and Soils. The EIR shall contain a summary of the geology and soils investigation report. A copy of the geology and soils investigation report shall be included in the EIR as an appendix.
- vii. Hazards and Hazardous Materials. The EIR shall contain a summary of the hazards investigations report. A copy of the hazards investigations report shall be included in the EIR as an appendix.
- viii. Hydrology and Water Quality. The EIR shall contain a summary of the hydrology or water quality report. A copy of the hydrology or water quality report shall be included in the EIR as an appendix.
- ix. Land Use and Planning. The EIR shall contain findings by the consultant of whether the project is consistent with the general plan of each jurisdiction within which the project site is located.
- x. Noise
 - The EIR shall contain a technical noise analysis prepared by the consultant that shall identify the impacts, if any, on sensitive land uses adjacent to the proposed project site. This report shall be summarized in the EIR and attached to the EIR as an appendix. This report shall take into consideration background daily traffic volumes, including existing and future baseline condition vehicular trips and project daily trip generation from the traffic/circulation analysis, shall be used in preparing this technical analysis.
 - The noise analysis shall address the baseline noise conditions and shall provide a quantitative analysis of construction noise, as well as operational noise generated by vehicle traffic and athletic field events. Mitigation measures shall be recommended to reduce impacts to below a level of significance.
- xi. Population and Housing
 - The EIR shall contain a description of the current population, housing, and employment characteristics for the jurisdiction in which the project site is located based on data from the jurisdiction's general plan or more recent Southern California Association of Governments (SCAG) projections, or most recent census data.
 - The consultant shall characterize the District's student enrollment characteristics and projections based on the District's Facilities Master Plan. The consultant shall evaluate these characteristics, how they are affected by the proposed project, how they relate to the controlling jurisdiction's general plan land use designations for the project site, and the levels of development allowed under the current designation.
- xii. Public Services and Utilities
 - The EIR shall contain an evaluation of the project's requirement for the extension of infrastructure to the project site for all required utilities such as water, electricity, telecommunications and sewerage.
 - The EIR shall contain an evaluation of the age and condition of existing infrastructure in the vicinity of the project site for all required utilities such as water, electricity, telecommunications and sewerage and a determination of whether substantial improvements to that infrastructure may be necessary and should be evaluated.

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- In addition to responses provided during the NOP review period, existing purveyors of public services and utilities shall be contacted by the consultant to ascertain the location and capacity of their facilities, to identify expansion plans, and to identify potential demand by the proposed project. Based on discussions with service providers, the consultant shall determine potential project impacts and identify mitigation.
 - The EIR shall include an analysis of the existing recreational facilities in the area of the project site.
- xiii. Vehicular Traffic Volume and Circulation. The Draft EIR shall contain a Traffic Impact Analysis (TIA) for the project prepared by the consultant that shall be summarized in the body of the Draft EIR. The report shall be included as an appendix to the EIR. The TIA report shall analyze on-site vehicular and pedestrians circulation as well as impacts to the surrounding street system. The TIA report shall take into consideration any vacation of streets. Mitigation Monitoring and Reporting Plan. The Draft EIR shall include a mitigation monitoring and reporting plan as an appendix to the EIR.
- xiv. Documents Mandated by CEQA. The EIR shall contain the following CEQA mandated findings in addition to the requirements outlined above:
- Cumulative impacts
 - Growth inducing impacts
 - Any significant irreversible environmental changes that, would be involved in the proposed action should it be implemented
 - Unavoidable adverse impacts
 - Alternatives Analysis - the consultant, based on information provided by the District shall provide an alternative analysis of possible project alternatives that were considered in addition to the required No Project Alternative.
- xv. Executive Summary. The Draft EIR shall include a reader friendly, non-technical executive summary.
- xvi. Mitigation Monitoring and Reporting Plan. The Draft EIR shall include a mitigation monitoring and reporting plan as an appendix to the EIR.

8. Review of Draft EIR by District Prior to Circulation:

- a. The consultant shall meet in a workshop format with the District's staff to discuss comments on the Draft EIR received during the public review period. This meeting will provide a forum to resolve all issues in an expedited manner the objective being to avoid multiple rounds of review, correction, and re-review by the District and the consultant.
- b. Following the meeting referred to above, the consultant shall make revisions to the document and it's supporting technical studies. After revising the Draft EIR, the consultant shall prepare an executive summary, which shall consist of a tabular summary of project impacts and mitigation measures and a determination of each impact's significance following mitigation. The executive summary shall contain a brief project description, controversial issues to be resolved, and a brief description of project alternatives.

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9. Response to Comments on EIR During Public Review Period:

- a. During the public review period, the consultant shall log in the comments and shall review the comments on the Draft EIR as they are received by the consultant.
- b. The consultant shall prepare proposed responses to comments on the Draft EIR in a style that is reader friendly, non-technical and communicates effectively to the public. All comments on the Draft EIR shall be considered for responses whether or not the subject of the comment is required in the Draft EIR. The consultant may recommend to the District the appropriate person/entity to prepare draft responses to comments on the Draft EIR.

10. Resolution; Findings of Fact; Statement of Overriding Considerations:

- a. The consultant shall prepare Findings of Fact that support the conclusions of the proposed Final EIR.
- b. The consultant shall prepare the related resolution for adoption by the Board of Education that certifies that the Final EIR as adequate and complete.
- c. If the proposed Final EIR identifies significant unavoidable impacts, the consultant shall prepare a Statement of Overriding Considerations.
- d. The Finding of Fact and the Statement of Overriding Considerations shall be such that they meet the requirements of Sections 15091 through 15093 of the State CEQA Guidelines, and fully address all facts and findings, project benefits, and project impact and benefit balancing considerations required of a statement of overriding considerations

11. Advertisement of Documents and Entering CEQA Documents into Public Records:

- a. Consultant shall be responsible for the timely advertising and distribution of all public notices and other documents related to project compliance with CEQA.
- b. Consultant shall be responsible for the timely filing of CEQA documents with government agencies such as the State Clearinghouse, County Recorder and Clerk of the Board of Supervisors to enter the documents into the public record. If time is of the essence in the filing of CEQA documents, consultant shall, as a reimbursable expense, advance filing fees and reasonable costs.

12. Project Management and Attendance at Progress Meetings:

- a. The consultant shall assume an active project management role. The consultant shall attend various project meetings and communicate and coordinate with government agencies, interested parties and the public as is typically required by the CEQA compliance process for similar projects and as requested by the District.
- b. The consultant shall be responsible for developing the work schedule, keeping the process on schedule and keeping the process within budget.
- c. The consultant's project manager shall establish and maintain ongoing verbal communication with the District. Additionally, the project manager shall prepare any writings requested by the District.
- d. In addition to those meetings shown in the work schedule, the consultant shall attend other meetings as may be requested by the District. Consultant's representatives at meetings shall be competent to address issues reasonably contemplated to be discussed among attendees.

13. Progress Reports:

- a. A progress report shall accompany the monthly invoice that shows the following:
 - i. Summary of work completed during the previous month as it relates to the work schedule

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- ii. Summary of work to be completed during the current month as it relates to the work schedule
- iii. Discussion of problem areas or project issues.

14. Reports:

As part of the Services, Consultant will prepare and deliver the following tangible work products to District:

- a. All progress reports, studies, final reports, and other documentation as indicated above, or as required by CEQA, DSA, DTSC, or any other agency having jurisdiction.
- b. Proof of all required submittal/filing of environmental studies and reports to the State of California.
- c. Completion of all required resolutions, adoptions, approval forms, etc. to ensure that environmental studies are duly accepted by the Board of Trustees and filed with appropriate local & state agencies.
- d. Completion of a school siting safety screening evaluation as required by CDE for new school site acquisition, and preparation of CDE required documentation for site approval application submittal.

15. Time

NTP + 7 days: Consultant shall submit to the District a comprehensive calendar of services, studies, and analyses required to complete the CEQA/DTSC environmental reporting requirements, as indicated in the "Calendar" scope section above.

NTP + 30 days: Consultant shall submit to the District draft Phase I ESA document.

NTP + 45 days: Consultant shall submit draft IS/MND report for District review.

NTP + 60 days: Consultant shall submit confirmation of completion of 30-day DTSC review cycle.

NTP + 90 days: Consultant shall submit final Phase I ESA incorporating all DTSC comments & revisions.

NTP + 120 days: Consultant shall complete the entire IS/MND process, including publication of final IS/MND report, 30-day public comment period, and preparation of draft Phase I ESA.

Final Phase I ESA + 90 days: Consultant shall submit, and confirm final DTSC approval of PEA report.

All required public posting guidelines and other timelines are to be considered and incorporated within the above milestones to the extent possible. In no way are the required dates above intended to supersede legal posting requirement for public review, public comment, or other required review periods.

16. Accuracy Standards

Precision of the all required reports and recommendations shall be in accordance with the professional standard of care to be expected of professional CEQA/DTSC consultants licensed to practice in the State of California.

- Not Project Related
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Consultant/Vendor Billing Instructions

Invoice Cover Sheet Set-Up.

- 1 See "billing tab" below for spreadsheet, these are the instructions
- 2 Enter Project Site name, DSA, project number, Project Type, Invoice #, Date, Your Company Name, fax, phone, etc....
- 3 Enter PO # (Purchase Order #) provided to you when contract issued.
- 4 Feel free to include your company logo if you wish
- 5 Enter approved contract agreements, amendments, re-imburseables, allowances, etc. for which you are billing. Include summary scope of work. Enter "Cost Code" provided to you by Program Manager.
- 6 If you wish to break the contract work items down into portions that you would typically separate for progressive payments, please do that now. If your contract allows re-imburseables in addition to contract fee, please separate these values. If you require more line items to complete this step, please highlight the entire last row by clicking on the grey row # at left, press CTRL+C to copy row, right click grey row # immediately below, select "Insert Copied Cells". This can be repeated as many times as necessary. Multiple rows can be copied/inserted in a single step by highlighting multiple rows prior to copying.

First Billing.

- 5 **IMPORTANT!** When you are entering costs for your first billing, enter values (dollar amounts) ONLY into the green column. The percentages will change automatically. **NOTE:** Select the (% Complete) billing tab if you prefer to track your billings based on total project % complete. Once % complete is entered, billable amount will populate automatically. Select the (lump sum) billing tab if you prefer to track your billings as a lump sum billable amount to date. Once lump sum amount is entered, % complete will populate automatically.
- 6 Send invoice based on the Dollar value at the PRE-RETENTION value, if applicable.

Subsequent Billings

- 7 Manually input the dollar values from the "cost completed to date" column into the blue "total previous billings" column
- 8 Enter the corresponding dollar values;% complete values into the green column for total work complete to date.
- 9 Submit a conditional release waiver with the billing. Submit signed pay request certification form.
- 10 Email (middlesdt@cfwinc.com), or mail to the CFW Oxnard office at 1901 Victoria Ave, Suite 106 Oxnard, CA 93035. Please allow 4-6 weeks for invoice processing prior to payment.
- 11 Please note that invoice amounts which exceed remaining contract balance will not be processed, and will be returned to Vendor pending additional contract agreement(s). Incorrect contract amounts, cost codes, or other errors & miscalculations can delay/prevent processing of payment.

NOTE: All Consultant/Vendor invoices must be accompanied by this worksheet to ensure proper payment. Invoices without this worksheet may be rejected and may delay payment until the next billing cycle or until the spreadsheet becomes accurate. Invoices not received by the 25th may be delayed until the next billing cycle. Contact the Program Manager with any questions regarding billing values, or any other information required, prior to submitting a billing.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/31/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER LEGENDS ENVIRONMENTAL INS.SVCS,LLC 2165 N GLASSELL STREET ORANGE, CA 92865 LICENSE #0C79875	CONTACT NAME	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
INSURED RINCON CONSULTANTS, INC. 180 NORTH ASHWOOD AVENUE VENTURA, CA 93003	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A:	AMERICAN SAFETY INDEMNITY COMPANY
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	
	NAIC #	A IX

COVERAGES **CERTIFICATE NUMBER:** 107184 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> CONTRACTORS POLL <input checked="" type="checkbox"/> XCU GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	X	X	ENV030030-11-01	9/22/2011	9/22/2014	EACH OCCURRENCE	\$ 3,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 50,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 3,000,000
							GENERAL AGGREGATE	\$ 4,000,000
							PRODUCTS - COMP/OP AGG	\$ 4,000,000
								\$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	X	X	ENV030030-11-01	9/22/2011	9/22/2014	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
A	UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			ENU030031-13-03	9/22/2013	9/22/2014	EACH OCCURRENCE	\$ 5,000,000
							AGGREGATE	\$ 5,000,000
								\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						WC STATUTORY LIMITS	OTHER
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$
A	PROF LIABILITY/ CLMS MDE TRANSPORTATION COV. /CLMS MDE	X	X	ENV030030-11-01	9/22/2011	9/22/2014	RETRO DATES: 12/9/94, 9/1/08.	
							4,000,000 AGG. 3,000,000 EA OCC (PL)	
							1,000,000 AGG 1,000,000 PER OCC	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

OXNARD SCHOOL DISTRICT, AND ITS RESPECTIVE ELECTED AND APPOINTED OFFICERS, OFFICIALS, EMPLOYEES AND VOLUNTEERS ARE INCLUDED AS ADDITIONAL INSURED WITH REGARD TO WORK PERFORMED BY OR ON BEHALF OF THE NAMED INSURED WHERE REQUIRED BY WRITTEN CONTRACT. REFER TO ADDITIONAL INSURED, PRIMARY & WAIVER ENDORSEMENTS ATTACHED. EACH INSURANCE POLICY REQUIRED BY THIS AGREEMENT SHALL BE ENDORSED AND STATE THE COVERAGE SHALL NOT BE SUSPENDED, VOIDED, CANCELLED BY THE INSURER OR EITHER PARTY TO THIS AGREEMENT, REDUCED IN COVERAGE OR IN LIMITS EXCEPT AFTER 30 DAYS' PRIOR WRITTEN NOTICE BY CERTIFIED MAIL, RETURN RECEIPT REQUESTED, HAS BEEN GIVEN TO DISTRICT.

CERTIFICATE HOLDER

OXNARD SCHOOL DISTRICT
1051 SOUTH A STREET
OXNARD, CA 93030

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Paul Finn

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
Any person or organization with whom the Named Insured enters into a written contract that requires them to be named as an Additional Insured for Completed Operations Coverage and the contract is executed prior to the start of the project.	Where specified by written contract.
Oxnard School District, and its respective elected and appointed officers, officials, employees and volunteers	RE: All Operations
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
Any person or organization with whom the Named Insured enters into a written contract that requires them to be named as an Additional Insured for Completed Operations Coverage and the contract is executed prior to the start of the project.	Where specified by written contract.
Oxnard School District, and its respective elected and appointed officers, officials, employees and volunteers	RE: All Operations
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

POLICY NUMBER: ENV030030-11-01
INSURED: RINCON CONSULTANTS, INC.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ENV 98 036 11 04

PRIMARY NON CONTRIBUTORY INSURANCE ENDORSEMENT FOR SPECIFIED PROJECT

This Endorsement shall not serve to increase our limits of insurance, as described in SECTION III – LIMITS OF INSURANCE.

In consideration of the payment of premiums, it is hereby agreed as follows

Solely with respect to the specified project listed below and subject to all terms, conditions and exclusions of the policy, this insurance shall be considered primary to the Additional Insured listed below if other valid and collectible insurance is available to the Additional Insured for a loss we cover for the Additional Insured under COVERAGE A. It is also agreed that any other insurance maintained by the additional insured shall be non-contributory.

Additional Insured(s)	Specified Project
Any person or organization with whom the Named Insured enters into a written contract that requires them to be named as an Additional Insured for Completed Operations Coverage and the contract is executed prior to the start of the project. Oxnard School District, and its respective elected and appointed officers, officials, employees and volunteers	Where Specified by written contract RE: All Operations

All other terms, conditions and exclusions under the policy are applicable to this Endorsement and remain unchanged.

POLICY NUMBER: ENV030030-11-01
NAMED INSURED: RINCON CONSULTANTS, INC.

COMMERCIAL GENERAL LIABILITY
ENV 98 031 11 07

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ASIC - ENV 01 031 11 07 ..ENV 01 031 11 07

ENDORSEMENT-- EXPANDED WAIVER OF SUBROGATION

This Endorsement shall not serve to increase our limits of insurance, as described in the LIMITS OF INSURANCE section of the policy.

We waive our rights to subrogation, against a project owner or general contractor in connection with the performance of "your work" at a specific project, provided that we are required to waive our rights to subrogation against such project owner or general contractor in a written contract for "your work" that you enter into with such project owner or general contractor prior to the start of such project, and subject to the following conditions and exclusions.

Subrogation shall not be waived with respect to any liability arising directly or indirectly out of any of the following actions of such project owner or general contractor:

1. "Professional services" on or in connection with the Project;
2. Modifying or changing the Project specifications without the express written consent of the insured; and
3. Any activities beyond the scope of monitoring the progress of the insured on the Project.

All other terms, conditions and exclusions under the policy are applicable to this Endorsement and remain unchanged.

Any person or organization with whom the Named Insured enters into a written contract that requires them to be named as an Additional Insured for Completed Operations Coverage and the contract is executed prior to the start of the project.

RE: Where specified by written contract.

Oxnard School District, and its respective elected and appointed officers, officials, employees and volunteers

RE: All Operations



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/31/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER TWIW Insurance Services LLC - #0E52073 196 S. Fir Street PO Box 1388 Ventura CA 93002-1388	CONTACT NAME: Debbie Irwin	FAX (A/C. No.): (805) 585-6832	
	PHONE (A/C. No. Ext): (805) 585-6732	E-MAIL ADDRESS: dirwin@twiw.com	
INSURED Rincon Consultants Inc. 180 N. Ashwood Ave. Ventura CA 93003	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Golden Eagle Ins Corp.		10836
	INSURER B: QBE Ins Corp		39217
	INSURER C:		
	INSURER D:		
	INSURER E:		
INSURER F:			

COVERAGES CERTIFICATE NUMBER: 13/14 AU/WC REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJ <input type="checkbox"/> LOC						
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			BA1078780	12/17/2012	12/17/2013	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Underinsured motorist BI single \$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N N/A	EQB0201324	2/1/2013	2/1/2014	<input checked="" type="checkbox"/> WC STATUTORY LIMITS E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
AUTO: Oxnard School District and its respective elected and appointed officers, officials, employees and volunteers are named Additional Insured as respects to the operations of the Named Insured per the attached GECA701 0107. This insurance is primary and non-contributory to any other insurance held by the Additional Insured per the attached CA00011001. WC: A Waiver of Subrogation is added in favor of the Additional Insured per the attached WC991213A, endorsements apply only when required by written contract during the policy term.

CERTIFICATE HOLDER Oxnard School District 1051 South A Street Oxnard, CA 93030	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE David Shore/SHAROS

COMMERCIAL AUTO GOLD ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

SECTION II - LIABILITY COVERAGE

A. COVERAGE

1. WHO IS AN INSURED

The following is added:

- d. Any organization, other than a partnership or joint venture, over which you maintain ownership or a majority interest on the effective date of this Coverage Form, if there is no similar insurance available to that organization.
- e. Any organization you newly acquire or form other than a partnership or joint venture, and over which you maintain ownership of a majority interest. However, coverage under this provision does not apply:
 - (1) If there is similar insurance or a self-insured retention plan available to that organization; or
 - (2) To "bodily injury" or "property damage" that occurred before you acquired or formed the organization.
- in f. Any volunteer or employee of yours while using a covered "auto" you do not own, hire or borrow your business or your personal affairs. Insurance provided by this endorsement is excess over any other insurance available to any volunteer or employee.
- g. Any person, organization, trustee, estate or governmental entity with respect to the operation, maintenance or use of a covered "auto" by an insured, if:
 - (1) You are obligated to add that person, organization, trustee, estate or governmental entity as an additional insured to this policy by:
 - (a) an expressed provision of an "insured contract", or written agreement; or
 - (b) an expressed condition of a written permit issued to you by a governmental or public authority.
 - (2) The "bodily injury" or "property damage" is caused by an "accident" which takes place after:
 - (a) You executed the "insured contract" or written agreement; or
 - (b) the permit has been issued to you.

2. COVERAGE EXTENSIONS

a. Supplementary Payments.

Subparagraphs (2) and (4) are amended as follows:

- (2) Up to \$2500 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (4) All reasonable expenses incurred by the "Insured" at our request, including actual loss of earning up to \$500 a day because of time off from work.

SECTION III - PHYSICAL DAMAGE COVERAGE

A. COVERAGE

The following is added:

5. Hired Auto Physical Damage

or a. Any "auto" you lease, hire, rent or borrow from someone other than your employees or partners members of their household is a covered "auto" for each of your physical damage coverages.

b. The most we will pay for "loss" in any one "accident" is the smallest of:

- (1) \$50,000
- (2) The actual cash value of the damaged or stolen property as of the time of the "loss"; or
- (3) The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.

If you are liable for the "accident", we will also pay up to \$500 per "accident" for the actual loss of use to the owner of the covered "auto".

c. Our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by an amount that is equal to the amount of the largest deductible shown for any owned "auto" for that coverage. However, any Comprehensive Coverage deductible shown in the Declarations does not apply to "loss" caused by fire or lightning.

d. For this coverage, the insurance provided is primary for any covered "auto" you hire without a driver and excess over any other collectible insurance for any covered "auto" that you hire with a driver.

6. Rental Reimbursement Coverage

based on the rental of a comparable vehicle, which in many cases may be substantially less than \$75 per day, and will only be allowed for a period of time it should take to repair or replace the vehicle with reasonable speed and similar quality, up to a maximum of 30 days. We will also pay up to \$500 for reasonable and necessary expenses incurred by you to remove and replace your materials and equipment from the covered "auto".

If "loss" results from the total theft of a covered "auto" of the private passenger type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided under paragraph 4. **Coverage Extension.**

7. Lease Gap Coverage

If a long-term leased "auto" is a covered "auto" and the lessor is named as an Additional Insured - Lessor, in the event of a total loss, we will pay your additional legal obligation to the lessor for any difference between the actual cash value of the "auto" at the time of the loss and the "outstanding balance" of the lease.

"Outstanding balance" means the amount you owe on the lease at the time of loss less any amounts representing taxes; overdue payments; penalties, interest or charges resulting from overdue payments; additional mileage charges; excess wear and tear charges; and lease termination fees.

B. EXCLUSIONS

The following is added to Paragraph 3

The exclusion for "loss" caused by or resulting from mechanical or electrical breakdown does not apply to the accidental discharge of an airbag.

Paragraph 4 is replaced with the following:

4. We will not pay for "loss" to any of the following:

- a. Tapes, records, disks or other similar audio, visual or data electronic devices designed for use with audio, visual or data electronic equipment.
- b. Equipment designed or used for the detection or location of radar.
- c. Any electronic equipment that receives or transmits audio, visual or data signals.

Exclusion 4.c does not apply to:

(1) Electronic equipment that receives or transmits audio, visual or data signals, whether or not designed solely for the reproduction of sound, if the equipment is permanently installed in the covered "auto" at the time of the "loss" and such equipment is designed to be solely operated by use of the power from the "auto's" electrical system, in or upon the covered "auto"; or

(2) Any other electronic equipment that is:

(a) Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto's" operating system; or

(b) An integral part of the same unit housing any sound reproducing equipment described in (1) above and permanently installed in the opening of the dash or console of the covered "auto" normally used by the manufacturer for installation of a radio.

D. DEDUCTIBLE

The following is added: No deductible applies to glass damage if the glass is repaired rather than replaced.

SECTION IV. BUSINESS AUTO CONDITIONS

A. LOSS CONDITIONS

Item 2.a. and b. are replaced with:

2. Duties In The Event of Accident, Claim, Suit, or Loss

- a. You must promptly notify us. Your duty to promptly notify us is effective when any of your executive officers, partners, members, or legal representatives is aware of the accident, claim, "suit", or loss. Knowledge of an accident, claim, "suit", or loss, by other employee(s) does not imply you also have such knowledge.
- b. To the extent possible, notice to us should include:
 - (1) How, when and where the accident or loss took place;
 - (2) The names and addresses of any injured persons and witnesses; and
 - (3) The nature and location of any injury or damage arising out of the accident or loss.

The following is added to 5.

We waive any right of recovery we may have against any additional insured under **Coverage A. 1. Who Is An Insured** g., but only as respects loss arising out of the operation, maintenance or use of a covered "auto" pursuant to the provisions of the "insured contract", written agreement, or permit.

B. GENERAL CONDITIONS

9. is added

9. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

Your unintentional failure to disclose any hazards existing at the effective date of your policy will not prejudice the coverage afforded. However, we have the right to collect additional premium for any such hazard.

COMMON POLICY CONDITIONS

2.b. is replaced by the following:

- b. 60 days before the effective date of cancellation if we cancel for any other reason.

BUSINESS AUTO COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the Company providing this insurance.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section V – Definitions.

SECTION I – COVERED AUTOS

Item Two of the Declarations shows the "autos" that are covered "autos" for each of your coverages. The following numerical symbols describe the "autos" that may be covered "autos". The symbols entered next to a coverage on the Declarations designate the only "autos" that are covered "autos".

A. Description Of Covered Auto Designation Symbols

Symbol	Description Of Covered Auto Designation Symbols	
1	Any "Auto"	
2	Owned "Autos" Only	Only those "autos" you own (and for Liability Coverage any "trailers" you don't own while attached to power units you own). This includes those "autos" you acquire ownership of after the policy begins.
3	Owned Private Passenger "Autos" Only	Only the private passenger "autos" you own. This includes those private passenger "autos" you acquire ownership of after the policy begins.
4	Owned "Autos" Other Than Private Passenger "Autos" Only	Only those "autos" you own that are not of the private passenger type (and for Liability Coverage any "trailers" you don't own while attached to power units you own). This includes those "autos" not of the private passenger type you acquire ownership of after the policy begins.
5	Owned "Autos" Subject To No-Fault	Only those "autos" you own that are required to have No-Fault benefits in the state where they are licensed or principally garaged. This includes those "autos" you acquire ownership of after the policy begins provided they are required to have No-Fault benefits in the state where they are licensed or principally garaged.
6	Owned "Autos" Subject To A Compulsory Uninsured Motorists Law	Only those "autos" you own that because of the law in the state where they are licensed or principally garaged are required to have and cannot reject Uninsured Motorists Coverage. This includes those "autos" you acquire ownership of after the policy begins provided they are subject to the same state uninsured motorists requirement.
7	Specifically Described "Autos"	Only those "autos" described in Item Three of the Declarations for which a premium charge is shown (and for Liability Coverage any "trailers" you don't own while attached to any power unit described in Item Three).
8	Hired "Autos" Only	Only those "autos" you lease, hire, rent or borrow. This does not include any "auto" you lease, hire, rent, or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.
9	Nonowned "Autos" Only	Only those "autos" you do not own, lease, hire, rent or borrow that are used in connection with your business. This includes "autos" owned by your "employees", partners (if you are a partnership), members (if you are a limited liability company), or members of their households but only while used in your business or your personal affairs.

B. Owned Autos You Acquire After The Policy Begins

1. If Symbols 1, 2, 3, 4, 5 or 6 are entered next to a coverage in Item Two of the Declarations, then you have coverage for "autos" that you acquire of the type described for the remainder of the policy period.
2. But, if Symbol 7 is entered next to a coverage in Item Two of the Declarations, an "auto" you acquire will be a covered "auto" for that coverage only if:
 - a. We already cover all "autos" that you own for that coverage or it replaces an "auto" you previously owned that had that coverage; and
 - b. You tell us within 30 days after you acquire it that you want us to cover it for that coverage.

C. Certain Trailers, Mobile Equipment And Temporary Substitute Autos

If Liability Coverage is provided by this Coverage Form, the following types of vehicles are also covered "autos" for Liability Coverage:

1. "Trailers" with a load capacity of 2,000 pounds or less designed primarily for travel on public roads.
2. "Mobile equipment" while being carried or towed by a covered "auto".
3. Any "auto" you do not own while used with the permission of its owner as a temporary substitute for a covered "auto" you own that is out of service because of its:
 - a. Breakdown;
 - b. Repair;
 - c. Servicing;
 - d. "Loss"; or
 - e. Destruction.

SECTION II – LIABILITY COVERAGE

A. Coverage

We will pay all sums an "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, caused by an "accident" and resulting from the ownership, maintenance or use of a covered "auto".

We will also pay all sums an "insured" legally must pay as a "covered pollution cost or expense" to which this insurance applies, caused by an "accident" and resulting from the ownership, maintenance or use of covered "autos". However, we will only pay for the "covered pollution cost or expense" if there is either "bodily injury" or "property damage" to which this insurance applies that is caused by the same "accident".

We have the right and duty to defend any "insured" against a "suit" asking for such damages or a "covered pollution cost or expense". However, we have no duty to defend any "insured" against a "suit" seeking damages for "bodily injury" or "property damage" or a "covered pollution cost or expense" to which this insurance does not apply. We may investigate and settle any claim or "suit" as we consider appropriate. Our duty to defend or settle ends when the Liability Coverage Limit of Insurance has been exhausted by payment of judgments or settlements.

1. Who Is An Insured

The following are "insureds":

- a. You for any covered "auto".
- b. Anyone else while using with your permission a covered "auto" you own, hire or borrow except:
 - (1) The owner or anyone else from whom you hire or borrow a covered "auto". This exception does not apply if the covered "auto" is a "trailer" connected to a covered "auto" you own.
 - (2) Your "employee" if the covered "auto" is owned by that "employee" or a member of his or her household.
 - (3) Someone using a covered "auto" while he or she is working in a business of selling, servicing, repairing, parking or storing "autos" unless that business is yours.
 - (4) Anyone other than your "employees", partners (if you are a partnership), members (if you are a limited liability company), or a lessee or borrower or any of their "employees", while moving property to or from a covered "auto".
 - (5) A partner (if you are a partnership), or a member (if you are a limited liability company) for a covered "auto" owned by him or her or a member of his or her household.

- c. Anyone liable for the conduct of an "insured" described above but only to the extent of that liability.

2. Coverage Extensions

a. Supplementary Payments

In addition to the Limit of Insurance, we will pay for the "insured":

- (1) All expenses we incur.
- (2) Up to \$2,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (3) The cost of bonds to release attachments in any "suit" against the "insured" we defend, but only for bond amounts within our Limit of Insurance.
- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$250 a day because of time off from work.
- (5) All costs taxed against the "insured" in any "suit" against the "insured" we defend.
- (6) All interest on the full amount of any judgment that accrues after entry of the judgment in any "suit" against the "insured" we defend, but our duty to pay interest ends when we have paid, offered to pay or deposited in court the part of the judgment that is within our Limit of Insurance.

b. Out-Of-State Coverage Extensions

While a covered "auto" is away from the state where it is licensed we will:

- (1) Increase the Limit of Insurance for Liability Coverage to meet the limits specified by a compulsory or financial responsibility law of the jurisdiction where the covered "auto" is being used. This extension does not apply to the limit or limits specified by any law governing motor carriers of passengers or property.
- (2) Provide the minimum amounts and types of other coverages, such as no-fault, required of out-of-state vehicles by the jurisdiction where the covered "auto" is being used.

We will not pay anyone more than once for the same elements of loss because of these extensions.

B. Exclusions

This insurance does not apply to any of the following:

1. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the "insured".

2. Contractual

Liability assumed under any contract or agreement.

But this exclusion does not apply to liability for damages:

- a. Assumed in a contract or agreement that is an "insured contract" provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement; or
- b. That the "insured" would have in the absence of the contract or agreement.

3. Workers' Compensation

Any obligation for which the "insured" or the "insured's" insurer may be held liable under any workers' compensation, disability benefits or unemployment compensation law or any similar law.

4. Employee Indemnification And Employer's Liability

"Bodily injury" to:

- a. An "employee" of the "insured" arising out of and in the course of:
 - (1) Employment by the "insured"; or
 - (2) Performing the duties related to the conduct of the "insured's" business; or
- b. The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph a. above.

This exclusion applies:

- (1) Whether the "insured" may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

But this exclusion does not apply to "bodily injury" to domestic "employees" not entitled to workers' compensation benefits or to liability assumed by the "insured" under an "insured contract". For the purposes of the Coverage Form, a domestic "employee" is a person engaged in household or domestic work performed principally in connection with a residence premises.

5. Fellow Employee

"Bodily injury" to any fellow "employee" of the "insured" arising out of and in the course of the fellow "employee's" employment or while performing duties related to the conduct of your business.

6. Care, Custody Or Control

"Property damage" to or "covered pollution cost or expense" involving property owned or transported by the "insured" or in the "insured's" care, custody or control. But this exclusion does not apply to liability assumed under a sidetrack agreement.

7. Handling Of Property

"Bodily injury" or "property damage" resulting from the handling of property:

- a. Before it is moved from the place where it is accepted by the "insured" for movement into or onto the covered "auto"; or
- b. After it is moved from the covered "auto" to the place where it is finally delivered by the "insured".

8. Movement Of Property By Mechanical Device

"Bodily injury" or "property damage" resulting from the movement of property by a mechanical device (other than a hand truck) unless the device is attached to the covered "auto".

9. Operations

"Bodily injury" or "property damage" arising out of the operation of any equipment listed in Paragraphs 6.b. and 6.c. of the definition of "mobile equipment".

10. Completed Operations

"Bodily injury" or "property damage" arising out of your work after that work has been completed or abandoned.

In this exclusion, your work means:

- a. Work or operations performed by you or on your behalf; and
- b. Materials, parts or equipment furnished in connection with such work or operations.

Your work includes warranties or representations made at any time with respect to the fitness, quality, durability or performance of any of the items included in Paragraphs a. or b. above.

Your work will be deemed completed at the earliest of the following times:

- (1) When all of the work called for in your contract has been completed.

- (2) When all of the work to be done at the site has been completed if your contract calls for work at more than one site.

- (3) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

11. Pollution

"Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

- a. That are, or that are contained in any property that is:

- (1) Being transported or towed by, handled, or handled for movement into, onto or from, the covered "auto";
- (2) Otherwise in the course of transit by or on behalf of the "insured"; or
- (3) Being stored, disposed of, treated or processed in or upon the covered "auto";

- b. Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by the "insured" for movement into or onto the covered "auto"; or

- c. After the "pollutants" or any property in which the "pollutants" are contained are moved from the covered "auto" to the place where they are finally delivered, disposed of or abandoned by the "insured".

Paragraph a. above does not apply to fuels, lubricants, fluids, exhaust gases or other similar "pollutants" that are needed for or result from the normal electrical, hydraulic or mechanical functioning of the covered "auto" or its parts, if:

- (1) The "pollutants" escape, seep, migrate, or are discharged, dispersed or released directly from an "auto" part designed by its manufacturer to hold, store, receive or dispose of such "pollutants"; and
- (2) The "bodily injury", "property damage" or "covered pollution cost or expense" does not arise out of the operation of any equipment listed in Paragraphs 6.b. and 6.c. of the definition of "mobile equipment".

Paragraphs b. and c. above of this exclusion do not apply to "accidents" that occur away from premises owned by or rented to an "insured" with respect to "pollutants" not in or upon a covered "auto" if:

- (1) The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of a covered "auto"; and
- (2) The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage.

12. War

"Bodily injury" or "property damage" due to war, whether or not declared, or any act or condition incident to war. War includes civil war, insurrection, rebellion or revolution. This exclusion applies only to liability assumed under a contract or agreement.

13. Racing

Covered "autos" while used in any professional or organized racing or demolition contest or stunting activity, or while practicing for such contest or activity. This insurance also does not apply while that covered "auto" is being prepared for such a contest or activity.

C. Limit Of Insurance

Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for the total of all damages and "covered pollution cost or expense" combined, resulting from any one "accident" is the Limit of Insurance for Liability Coverage shown in the Declarations.

All "bodily injury", "property damage" and "covered pollution cost or expense" resulting from continuous or repeated exposure to substantially the same conditions will be considered as resulting from one "accident".

No one will be entitled to receive duplicate payments for the same elements of "loss" under this Coverage Form and any Medical Payments Coverage Endorsement, Uninsured Motorists Coverage Endorsement or Underinsured Motorists Coverage Endorsement attached to this Coverage Part.

SECTION III – PHYSICAL DAMAGE COVERAGE

A. Coverage

1. We will pay for "loss" to a covered "auto" or its equipment under:

a. Comprehensive Coverage

From any cause except:

- (1) The covered "auto's" collision with another object; or
- (2) The covered "auto's" overturn.

b. Specified Causes Of Loss Coverage

Caused by:

- (1) Fire, lightning or explosion;
- (2) Theft;
- (3) Windstorm, hail or earthquake;
- (4) Flood;
- (5) Mischief or vandalism; or
- (6) The sinking, burning, collision or derailment of any conveyance transporting the covered "auto".

c. Collision Coverage

Caused by:

- (1) The covered "auto's" collision with another object; or
- (2) The covered "auto's" overturn.

2. Towing

We will pay up to the limit shown in the Declarations for towing and labor costs incurred each time a covered "auto" of the private passenger type is disabled. However, the labor must be performed at the place of disablement.

3. Glass Breakage – Hitting A Bird Or Animal – Falling Objects Or Missiles

If you carry Comprehensive Coverage for the damaged covered "auto", we will pay for the following under Comprehensive Coverage:

- a. Glass breakage;
- b. "Loss" caused by hitting a bird or animal; and
- c. "Loss" caused by falling objects or missiles.

However, you have the option of having glass breakage caused by a covered "auto's" collision or overturn considered a "loss" under Collision Coverage.

4. Coverage Extensions

a. Transportation Expenses

We will pay up to \$20 per day to a maximum of \$600 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

b. Loss Of Use Expenses

For Hired Auto Physical Damage, we will pay expenses for which an "insured" becomes legally responsible to pay for loss of use of a vehicle rented or hired without a driver, under a written rental contract or agreement. We will pay for loss of use expenses if caused by:

- (1) Other than collision only if the Declarations indicate that Comprehensive Coverage is provided for any covered "auto";
- (2) Specified Causes Of Loss only if the Declarations indicate that Specified Causes Of Loss Coverage is provided for any covered "auto"; or
- (3) Collision only if the Declarations indicate that Collision Coverage is provided for any covered "auto".

However, the most we will pay for any expenses for loss of use is \$20 per day, to a maximum of \$600.

B. Exclusions

1. We will not pay for "loss" caused by or resulting from any of the following. Such "loss" is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the "loss".

a. Nuclear Hazard

- (1) The explosion of any weapon employing atomic fission or fusion; or
- (2) Nuclear reaction or radiation, or radioactive contamination, however caused.

b. War Or Military Action

- (1) War, including undeclared or civil war;
 - (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
 - (3) Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.
2. We will not pay for "loss" to any covered "auto" while used in any professional or organized racing or demolition contest or stunting activity, or while practicing for such contest or activity. We will also not pay for "loss" to any covered "auto" while that covered "auto" is being prepared for such a contest or activity.
 3. We will not pay for "loss" caused by or resulting from any of the following unless caused by other "loss" that is covered by this insurance:
 - a. Wear and tear, freezing, mechanical or electrical breakdown.
 - b. Blowouts, punctures or other road damage to tires.
 4. We will not pay for "loss" to any of the following:
 - a. Tapes, records, discs or other similar audio, visual or data electronic devices designed for use with audio, visual or data electronic equipment.
 - b. Any device designed or used to detect speed measuring equipment such as radar or laser detectors and any jamming apparatus intended to elude or disrupt speed measurement equipment.
 - c. Any electronic equipment, without regard to whether this equipment is permanently installed, that receives or transmits audio, visual or data signals and that is not designed solely for the reproduction of sound.
 - d. Any accessories used with the electronic equipment described in Paragraph c. above.

Exclusions 4.c. and 4.d. do not apply to:

- a. Equipment designed solely for the reproduction of sound and accessories used with such equipment, provided such equipment is permanently installed in the covered "auto" at the time of the "loss" or such equipment is removable from a housing unit which is permanently installed in the covered "auto" at the time of the "loss", and such equipment is designed to be solely operated by use of the power from the "auto's" electrical system, in or upon the covered "auto"; or
 - b. Any other electronic equipment that is:
 - (1) Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto's" operating system; or
 - (2) An integral part of the same unit housing any sound reproducing equipment described in a. above and permanently installed in the opening of the dash or console of the covered "auto" normally used by the manufacturer for installation of a radio.
5. We will not pay for "loss" to a covered "auto" due to "diminution in value".

C. Limit Of Insurance

1. The most we will pay for "loss" in any one "accident" is the lesser of:
 - a. The actual cash value of the damaged or stolen property as of the time of the "loss"; or
 - b. The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.
2. An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total "loss".
3. If a repair or replacement results in better than like kind or quality, we will not pay for the amount of the betterment.

D. Deductible

For each covered "auto", our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by the applicable deductible shown in the Declarations. Any Comprehensive Coverage deductible shown in the Declarations does not apply to "loss" caused by fire or lightning.

SECTION IV – BUSINESS AUTO CONDITIONS

The following conditions apply in addition to the Common Policy Conditions:

A. Loss Conditions

1. Appraisal For Physical Damage Loss

If you and we disagree on the amount of "loss", either may demand an appraisal of the "loss". In this event, each party will select a competent appraiser. The two appraisers will select a competent and impartial umpire. The appraisers will state separately the actual cash value and amount of "loss". If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:

- a. Pay its chosen appraiser; and
- b. Bear the other expenses of the appraisal and umpire equally.

If we submit to an appraisal, we will still retain our right to deny the claim.

2. Duties In The Event Of Accident, Claim, Suit Or Loss

We have no duty to provide coverage under this policy unless there has been full compliance with the following duties:

- a. In the event of "accident", claim, "suit" or "loss", you must give us or our authorized representative prompt notice of the "accident" or "loss". Include:
 - (1) How, when and where the "accident" or "loss" occurred;
 - (2) The "insured's" name and address; and
 - (3) To the extent possible, the names and addresses of any injured persons and witnesses.
- b. Additionally, you and any other involved "insured" must:
 - (1) Assume no obligation, make no payment or incur no expense without our consent, except at the "insured's" own cost.
 - (2) Immediately send us copies of any request, demand, order, notice, summons or legal paper received concerning the claim or "suit".
 - (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit".
 - (4) Authorize us to obtain medical records or other pertinent information.

- (5) Submit to examination, at our expense, by physicians of our choice, as often as we reasonably require.
- c. If there is "loss" to a covered "auto" or its equipment you must also do the following:
 - (1) Promptly notify the police if the covered "auto" or any of its equipment is stolen.
 - (2) Take all reasonable steps to protect the covered "auto" from further damage. Also keep a record of your expenses for consideration in the settlement of the claim.
 - (3) Permit us to inspect the covered "auto" and records proving the "loss" before its repair or disposition.
 - (4) Agree to examinations under oath at our request and give us a signed statement of your answers.

3. Legal Action Against Us

No one may bring a legal action against us under this Coverage Form until:

- a. There has been full compliance with all the terms of this Coverage Form; and
- b. Under Liability Coverage, we agree in writing that the "insured" has an obligation to pay or until the amount of that obligation has finally been determined by judgment after trial. No one has the right under this policy to bring us into an action to determine the "insured's" liability.

4. Loss Payment – Physical Damage Coverages

At our option we may:

- a. Pay for, repair or replace damaged or stolen property;
- b. Return the stolen property, at our expense. We will pay for any damage that results to the "auto" from the theft; or
- c. Take all or any part of the damaged or stolen property at an agreed or appraised value.

If we pay for the "loss", our payment will include the applicable sales tax for the damaged or stolen property.

5. Transfer Of Rights Of Recovery Against Others To Us

If any person or organization to or for whom we make payment under this Coverage Form has rights to recover damages from another, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after "accident" or "loss" to impair them.

B. General Conditions

1. Bankruptcy

Bankruptcy or insolvency of the "insured" or the "insured's" estate will not relieve us of any obligations under this Coverage Form.

2. Concealment, Misrepresentation Or Fraud

This Coverage Form is void in any case of fraud by you at any time as it relates to this Coverage Form. It is also void if you or any other "insured", at any time, intentionally conceal or misrepresent a material fact concerning:

- a. This Coverage Form;
- b. The covered "auto";
- c. Your interest in the covered "auto"; or
- d. A claim under this Coverage Form.

3. Liberalization

If we revise this Coverage Form to provide more coverage without additional premium charge, your policy will automatically provide the additional coverage as of the day the revision is effective in your state.

4. No Benefit To Bailee – Physical Damage Coverages

We will not recognize any assignment or grant any coverage for the benefit of any person or organization holding, storing or transporting property for a fee regardless of any other provision of this Coverage Form.

5. Other Insurance

a. For any covered "auto" you own, this Coverage Form provides primary insurance. For any covered "auto" you don't own, the insurance provided by this Coverage Form is excess over any other collectible insurance. However, while a covered "auto" which is a "trailer" is connected to another vehicle, the Liability Coverage this Coverage Form provides for the "trailer" is:

- (1) Excess while it is connected to a motor vehicle you do not own.
- (2) Primary while it is connected to a covered "auto" you own.

b. For Hired Auto Physical Damage Coverage, any covered "auto" you lease, hire, rent or borrow is deemed to be a covered "auto" you own. However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

c. Regardless of the provisions of Paragraph a. above, this Coverage Form's Liability Coverage is primary for any liability assumed under an "insured contract".

- d. When this Coverage Form and any other Coverage Form or policy covers on the same basis, either excess or primary, we will pay only our share. Our share is the proportion that the Limit of Insurance of our Coverage Form bears to the total of the limits of all the Coverage Forms and policies covering on the same basis.

6. Premium Audit

- a. The estimated premium for this Coverage Form is based on the exposures you told us you would have when this policy began. We will compute the final premium due when we determine your actual exposures. The estimated total premium will be credited against the final premium due and the first Named Insured will be billed for the balance, if any. The due date for the final premium or retrospective premium is the date shown as the due date on the bill. If the estimated total premium exceeds the final premium due, the first Named Insured will get a refund.
- b. If this policy is issued for more than one year, the premium for this Coverage Form will be computed annually based on our rates or premiums in effect at the beginning of each year of the policy.

7. Policy Period, Coverage Territory

Under this Coverage Form, we cover "accidents" and "losses" occurring:

- a. During the policy period shown in the Declarations; and
- b. Within the coverage territory.
The coverage territory is:
 - a. The United States of America;
 - b. The territories and possessions of the United States of America;
 - c. Puerto Rico;
 - d. Canada; and
 - e. Anywhere in the world if:
 - (1) A covered "auto" of the private passenger type is leased, hired, rented or borrowed without a driver for a period of 30 days or less; and
 - (2) The "insured's" responsibility to pay damages is determined in a "suit" on the merits, in the United States of America, the territories and possessions of the United States of America, Puerto Rico, or Canada or in a settlement we agree to.

We also cover "loss" to, or "accidents" involving, a covered "auto" while being transported between any of these places.

8. Two Or More Coverage Forms Or Policies Issued By Us

If this Coverage Form and any other Coverage Form or policy issued to you by us or any company affiliated with us apply to the same "accident", the aggregate maximum Limit of Insurance under all the Coverage Forms or policies shall not exceed the highest applicable Limit of Insurance under any one Coverage Form or policy. This condition does not apply to any Coverage Form or policy issued by us or an affiliated company specifically to apply as excess insurance over this Coverage Form.

SECTION V – DEFINITIONS

- A. "Accident" includes continuous or repeated exposure to the same conditions resulting in "bodily injury" or "property damage".
- B. "Auto" means a land motor vehicle, "trailer" or semitrailer designed for travel on public roads but does not include "mobile equipment".
- C. "Bodily injury" means bodily injury, sickness or disease sustained by a person including death resulting from any of these.
- D. "Covered pollution cost or expense" means any cost or expense arising out of:

- 1. Any request, demand, order or statutory or regulatory requirement; or
- 2. Any claim or "suit" by or on behalf of a governmental authority demanding

that the "insured" or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants".

"Covered pollution cost or expense" does not include any cost or expense arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

- a. That are, or that are contained in any property that is:
 - (1) Being transported or towed by, handled, or handled for movement into, onto or from the covered "auto";
 - (2) Otherwise in the course of transit by or on behalf of the "insured";
 - (3) Being stored, disposed of, treated or processed in or upon the covered "auto";

- b. Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by the "insured" for movement into or onto the covered "auto"; or
- c. After the "pollutants" or any property in which the "pollutants" are contained are moved from the covered "auto" to the place where they are finally delivered, disposed of or abandoned by the "insured".

Paragraph a. above does not apply to fuels, lubricants, fluids, exhaust gases or other similar "pollutants" that are needed for or result from the normal electrical, hydraulic or mechanical functioning of the covered "auto" or its parts, if:

- (1) The "pollutants" escape, seep, migrate, or are discharged, dispersed or released directly from an "auto" part designed by its manufacturer to hold, store, receive or dispose of such "pollutants"; and
- (2) The "bodily injury", "property damage" or "covered pollution cost or expense" does not arise out of the operation of any equipment listed in Paragraphs 6.b. or 6.c. of the definition of "mobile equipment".

Paragraphs b. and c. above do not apply to "accidents" that occur away from premises owned by or rented to an "insured" with respect to "pollutants" not in or upon a covered "auto" if:

- (1) The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of a covered "auto"; and
- (2) The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage.

- E. "Diminution in value" means the actual or perceived loss in market value or resale value which results from a direct and accidental "loss".
- F. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
- G. "Insured" means any person or organization qualifying as an insured in the Who Is An Insured provision of the applicable coverage. Except with respect to the Limit of Insurance, the coverage afforded applies separately to each insured who is seeking coverage or against whom a claim or "suit" is brought.

H. "Insured contract" means:

- 1. A lease of premises;
- 2. A sidetrack agreement;
- 3. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
- 4. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- 5. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another to pay for "bodily injury" or "property damage" to a third party or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement;
- 6. That part of any contract or agreement entered into, as part of your business, pertaining to the rental or lease, by you or any of your "employees", of any "auto". However, such contract or agreement shall not be considered an "insured contract" to the extent that it obligates you or any of your "employees" to pay for "property damage" to any "auto" rented or leased by you or any of your "employees".

An "insured contract" does not include that part of any contract or agreement:

- a. That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, roadbeds, tunnel, underpass or crossing; or
- b. That pertains to the loan, lease or rental of an "auto" to you or any of your "employees", if the "auto" is loaned, leased or rented with a driver; or
- c. That holds a person or organization engaged in the business of transporting property by "auto" for hire harmless for your use of a covered "auto" over a route or territory that person or organization is authorized to serve by public authority.
- I. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".
- J. "Loss" means direct and accidental loss or damage.

- K. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:
1. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
 2. Vehicles maintained for use solely on or next to premises you own or rent;
 3. Vehicles that travel on crawler treads;
 4. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
 - a. Power cranes, shovels, loaders, diggers or drills; or
 - b. Road construction or resurfacing equipment such as graders, scrapers or rollers.
 5. Vehicles not described in Paragraphs 1., 2., 3., or 4. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
 - a. Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
 - b. Cherry pickers and similar devices used to raise or lower workers.
 6. Vehicles not described in Paragraphs 1., 2., 3., or 4. above maintained primarily for purposes other than the transportation of persons or cargo. However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":
 - a. Equipment designed primarily for:
 - (1) Snow removal;
 - (2) Road maintenance, but not construction or resurfacing; or
 - (3) Street cleaning;
 - b. Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
 - c. Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting or well servicing equipment.
- L. "Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
- M. "Property damage" means damage to or loss of use of tangible property.
- N. "Suit" means a civil proceeding in which:
 1. Damages because of "bodily injury" or "property damage"; or
 2. A "covered pollution cost or expense", to which this insurance applies, are alleged.
 "Suit" includes:
 - a. An arbitration proceeding in which such damages or "covered pollution costs or expenses" are claimed and to which the "insured" must submit or does submit with our consent; or
 - b. Any other alternative dispute resolution proceeding in which such damages or "covered pollution costs or expenses" are claimed and to which the insured submits with our consent.
- O. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.
- P. "Trailer" includes semitrailer.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT-CALIFORNIA

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be 2% of the California workers' compensation premium otherwise due on such remuneration.

Schedule**Person or Organization****Job Description**

Any person or organization for which you have agreed to waive your rights of recovery in a written contract, provided such contract was executed prior to date of loss.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 02/01/2013 Policy No. EQB0201324 Endorsement No. 000
Insured RINCON CONSULTANTS INC
Insurance Company QBE INSURANCE CORPORATION

Countersigned By _____

EQB0201324 20130201 000

BOARD AGENDA ITEM

Name of Contributor: Janet Penanhoat

Date of Meeting: 8/22/18

- STUDY SESSION** _____
- CLOSED SESSION** _____
- SECTION A-1: PRELIMINARY** _____
- SECTION A-II: REPORTS** _____
- SECTION B: HEARINGS** _____
- SECTION C: CONSENT AGENDA** _____

- Agreement Category:
- _____ Academic
 - _____ Enrichment
 - _____ Special Education
 - _____ Support Services
 - _____ Personnel
 - _____ Legal
 - X** Facilities

- SECTION D: ACTION** _____
- SECTION F: BOARD POLICIES** 1st Reading _____ 2nd Reading _____

Approval of Work Authorization Letter #14 (“WAL #14”) for Agreement #13-131 for Rincon Consultants Inc. to provide Environmental Support Services for the Rose Avenue Elementary School Reconstruction Project (Penanhoat/Fateh/CFW)

Soils excavation and export will be required to construct the foundations of 5 new buildings planned for the project. Additionally, construction of the new play yard and site work for the project will require soils excavation and export. By law, the soil must be tested for contaminants and handled and disposed of per approved protocols. This WAL will establish Rincon Consultants as the hygienist for the project, to test the soils and establish handling and disposal procedures as outlined above.

This Work Authorization Letter is issued pursuant to and consists of:

Master Agreement: **#13-131**
 Work Authorization Letter: **#14**
 Consultant: **Rincon Consultants Inc.**
 Date Issued: **8/22/18**

FISCAL IMPACT


Work Authorization Letter #14 to Agreement #13-131 includes additional soil analysis for Twenty-Fiver Thousand Five Hundred Sixty-Six Dollars and Zero Cents (\$25,566.00) to be paid out of the Master Construct and Implementation Funds.

RECOMMENDATION

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Facilities, in consultation with CFW, that the Board of Trustees approve Work Authorization Letter #14 to Agreement #13-131 with Rincon Consultants Inc. to provide soil analysis for the Rose Avenue Elementary School Reconstruction Project.

ADDITIONAL MATERIAL

Attached: Work Authorization Letter #14 (1 Page)
 Proposal dated July 27, 2018 (6 Pages)
 Master Agreement #13-131 (53 Pages)

	WORK AUTHORIZATION LETTER	
	GENERAL INFORMATION	
	PROJECT #: SITE NAME: Rose Reconstruction MASTER AGREEMENT #: 13-131 WAL #: 14	DATE: 8/22/2018 DSA # OPSC # VENDOR ID:
PURSUANT TO MASTER AGREEMENT BETWEEN:		
DISTRICT	CONSULTANT	
OXNARD SCHOOL DISTRICT 1051 South A Street Oxnard, CA 93030 (805) 385-1501	Firm Name: Street: City, State, Zip: Phone:	Rincon Consultants Inc. 180 North Ashwood Avenue Ventura, CA 93003 (805)644-4455
SCOPE OF SERVICES TO BE PERFORMED UNDER THIS WAL		
<i>Rincon Consultants Inc. will provide environmental support services to lead the monitoring and oversight activities for the project. The scope of work for a Phase I ESA has been established by ASTM Standard 1527-13 and consists of four elements: records review, site reconnaissance, interviews, and report preparation. A records review will be conducted to help identify recognized environmental conditions associated with current and past uses of the property. A site reconnaissance will be conducted by Rincon along with a School District representative (as identified by the client) knowledgeable of the property to identify obvious, recognized environmental conditions. We will interview the current site owner or a designated representative of the site owner (as identified by the client) to obtain additional information regarding past and present site uses as they may have affected the property. A report will be prepared documenting the information and findings of the research conducted in Tasks 1 through 3. The results of the Phase I ESA will provide the basis for Rincon's subsequent Phase I ESA Addendum field investigation.</i>		
SCHEDULE OF SERVICES TO BE PERFORMED UNDER THIS WAL		
START DATE: Approximately 8/22/2018	COMPLETION DATE: 12/18/2020	
FIXED FEE AMOUNT: Twenty-Five Thousand Five Hundred Sixty-Six Dollars and Zero Cents (\$25,566.00)		
<i>This fee amount is based upon Consultant's proposal dated <u>7/27/2018</u> and subsequent negotiations mutually agreed to by all parties</i>		
<i>This WAL is inherently a part of the Master Agreement referenced above. It is bound by the general terms and conditions of the Master Agreement. This WAL describes in detail the Consultants specific Scope of Services, agreed upon lump sum fixed fee, agreed upon schedule for completion of Services, and other provisions required to clearly indicate the required Services, and terms of this WAL.</i>		
<i>This WAL and associated Master Agreement hereby 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)
FOR DISTRICT USE ONLY		
PROJECT MANAGER: Mario Mera P.O. # SOURCE OF FUNDS: <input type="checkbox"/> MEASURE "R" <input type="checkbox"/> DEF. MAINT. <input type="checkbox"/> DEV. FEES <input checked="" type="checkbox"/> Master Construct & Implementation Funds COST ID: 6271	PREPARED BY: Sean Mahan P.O. AMOUNT:	
(PM APPROVAL SIGNATURE)	(DATE)	
SPECIAL INSTRUCTIONS:		



Rincon Consultants, Inc.

180 North Ashwood Avenue
Ventura, California 95819

805 644 4455 OFFICE AND FAX

info@rinconconsultants.com
www.rinconconsultants.com

July 27, 2018
Project No: 18-06330

Jennifer MacIsaac
Caldwell Flores Winters, Inc.
1901 S. Victoria Ave. #106
Oxnard, CA 93035
Via email: jmacisaac@cfwinc.com

**Subject: Proposal for Phase I ESA and Phase I ESA Addendum Field Investigation
Rose Avenue Elementary School, 220 South Driskill Street, Oxnard, California**

Dear Ms. MacIsaac:

Rincon Consultants, Inc. (Rincon) is pleased to submit this proposal to conduct a Phase I Environmental Site Assessment (ESA) and subsequent Phase I ESA Addendum Field Investigation at Rose Avenue Elementary School on behalf of the Oxnard School District (subject property). Rincon understands that the subject property is an existing elementary school constructed prior to 1967. Extensive modernization will be conducted at the school which will include construction of new classroom school buildings, administrative space, and a multipurpose room on the existing playfields. Once complete, school operations will be transferred to the new facilities and the existing facilities will be demolished. New playfields will be constructed at the location of the former structures.

Scope of Work

Phase I ESA

The scope of work for a Phase I ESA has been established by ASTM Standard 1527-13 and consists of four elements: records review, site reconnaissance, interviews, and report preparation. Please note that pursuant to ASTM practice, our scope of services does not include any inquiries with respect to lead in drinking water, regulatory compliance, cultural and historic resources, industrial hygiene, health and safety, ecological resources, endangered species, indoor air quality, or high-voltage power lines.

Task 1: Records Review

A records review will be conducted to help identify recognized environmental conditions associated with current and past uses of the property. The records review will include both environmental information and historical use information readily available in public records. Information concerning recognized environmental conditions associated with known nearby properties will be obtained using a computer database records search in accordance with minimum search distances specified in the 2013 ASTM Standard Practice for Environmental Site Assessments (the current standard for Phase I ESAs).

Environmental agency file reviews will be conducted for unauthorized release sites that are within the subject property, adjacent properties, or nearby properties and based on regional hydrogeologic



information would be expected to impact the subject property. Any file reviews will be performed on a time and materials basis as authorized by the client.

Applicable historical use information will also be assessed by a review of two or more of the following: Sanborn Fire Insurance maps, city directory listings, USGS topographic maps, aerial photographs, and building and fire department permit files. In addition, Rincon will review any previous Phase I ESA reports conducted at the subject site if provided by the client.

Task 2: Site Reconnaissance

A site reconnaissance will be conducted by Rincon along with a School District representative (as identified by the client) knowledgeable of the property to identify obvious, recognized environmental conditions. The subject property and immediately adjacent properties (as accessible) will be visually inspected. Site use practices that may have impacted the property will be reviewed, including: storage tanks, drums and containers, stained soil and stressed vegetation, drains and sumps, solid waste, and wells.

Task 3: Interviews

We will interview the current site owner or a designated representative of the site owner (as identified by the client) to obtain additional information regarding past and present site uses as they may have affected the property. The interview will include transmittal of an interview questionnaire to the above-referenced individual. As specified in the 2013 ASTM Standard Practice for Environmental Site Assessments, we will also provide an interview questionnaire to the user of the Phase I ESA. If necessary, we will also interview other individuals including: regulatory agency personnel, past owners of the property and adjacent property owners.

Task 4: Report

A report will be prepared documenting the information and findings of the research conducted in Tasks 1 through 3. The report will include a series of maps identifying existing site and nearby land uses. The report will provide an opinion regarding recognized environmental conditions at the subject property. If requested by the client, Rincon will include recommendations in the Phase I ESA Report.

The Phase I ESA report, under the ASTM 1527-13 Standard, must be signed with the following statement:

"We declare that, to the best of our professional knowledge and belief, we meet the definition of Environmental Professional as defined in 312.10 of 40 CFR 312. We have the specific qualifications based on education, training and experience to assess a property of the nature, history, and setting of the subject property. We have developed and performed appropriate inquiries in conformance with the standards and practices set forth in 40 CFR Part 312."

Rincon's staff holds the proper qualifications and certifications allowing us to complete the Phase I ESA to the ASTM 1527-13 Standards.

Phase I ESA Addendum Field Investigation

The results of the Phase I ESA will provide the basis for Rincon's subsequent Phase I ESA Addendum field investigation. Based on a preliminary review of site conditions, it is likely that the subject property has been utilized for agricultural purposes. In addition, based on the presumed age of the majority of the onsite structures, lead-based paint may have been applied to the structures, and organochlorine



pesticides (OCPs) may have been utilized around structures for termite control, therefore, soil around the structures may be impacted with lead and OCPs. For the sake of developing this cost proposal, the following scope of work has been assumed to be required:

- Contact Underground Service Alert (USA) to mark areas where underground public utilities might be located in the sampling areas. Review site subsurface utility plans with CFW in an effort to avoid encountering utilities during the advancement of hand-auger borings.
- Perform a subsurface soils investigation in the areas of the existing school playfields to evaluate for the presence of OCPs and arsenic. Up to twenty soil borings will be advanced across the field, blacktop, and areas of exposed soil. Soil samples will be collected at depths of 0.5, 2.5, and 4 feet below ground surface (bgs).
- Perform a subsurface soils investigation around the perimeter of nine existing school buildings to evaluate for the presence OCPs and lead. Two to six soil borings will be advanced at the perimeter of school buildings constructed prior to 1993 or where a previous structure may have been present. Soil samples will be collected at depths of 0.5, 2.5, and 4 feet bgs. Soil samples collected from the same depth at the same building will be composited, thus generating one sample for analysis from up to four locations.

Sampling will be conducted using a hand auger by Rincon professional staff and under the direction of a California Professional Geologist. For the purposes of this proposal, we have assumed that three field days will be required to conduct this investigation.

Soil samples will be capped, labeled and stored on ice pending delivery to a state-accredited analytical laboratory under chain-of-custody documentation.

Laboratory Analyses and Quality Assurance and Quality Control (QA/QC) Measures

Initially the 0.5 and 2.5-foot samples will be analyzed, and the 4-foot samples will be placed on hold pending shallow soil analytical results. If soil analytical results exceed DTSC direct-contact residential screening levels for any of the contaminants of concern, the deeper sample will be analyzed. If a composite sample exceeds screening levels, the individual soil samples comprising the composite will be analyzed. For budgeting purposes, we have estimated that up to three composite samples will need individual analyses for OCPs, up to thirteen 2.5-foot samples will require analysis for OCPs, up to two 2.5-foot samples will require analysis for arsenic, and up to ten 2.5-foot samples will require analysis for lead.

The soil samples will be analyzed by a California-certified analytical laboratory on a standard five- to seven-day turnaround time (TAT) for the following:

- Up to 55 samples – OCPs by EPA Method 8081A
- Up to 6 samples – Arsenic by EPA Method 6010B
- Up to 42 samples – Lead by EPA Method 6010B

If initial analytical results exceed California or Resource Conservation Recovery Act (RCRA) hazardous waste screening thresholds, additional analyses may be required to determine waste classifications.

- Up to 5 samples – Soluble Threshold Limit Concentration (STLC) for lead
- Up to 5 samples –STLC for pesticides
- Up to 5 samples – Toxicity Characteristic Leaching Procedure (TCLP) for pesticides



An integral part of the field investigation will be to ensure the reliability and compatibility of all data generated. Therefore, laboratory QA/QC procedures will be required for verifying and maintaining performance quality for chemical analysis. Specific descriptions of the laboratory QA/QC procedures used are included in documentation provided by the laboratory, which will accompany each analytical report. Any additional analyses, if required, will be discussed with CFW prior to analytical testing.

Phase I ESA Addendum Field Investigation Report Preparation

Results of the subsurface investigation will be submitted as a Draft Phase I ESA Addendum Field Investigation Report, for review and approval by CFW and/or OSD. The submitted report will be prepared in general accordance with the guidelines outlined in the Department of Toxic Substances Control (DTSC's) *School Environmental Assessment Manual* (August 2008 draft); the *Interim Guidance Evaluation of School Sites with Potential Soil Contamination as a Result of Lead from Lead-Based Paint, Organochlorine Pesticides from Termiticides, and Polychlorinated Biphenyls from Electrical Transformers* (Revised June 9, 2006); and the *Preliminary Endangerment Assessment Guidance Manual* (January 1994, revised October 2015). The report will include the following:

- Introduction and site description
- Site background information and conclusions of previous studies
- Environmental setting
- Sampling methodologies and results
- A screening of analytical results against suitable regulatory criteria, and
- Conclusions and recommendations

If potential hazards to public health or the environment are found to exist during the field investigation, the Phase I ESA Addendum Field Investigation Report will include recommendations for expedited response actions necessary for mitigation. In addition, if further assessment or remediation is deemed appropriate during the study, the report will describe additional investigations and remediation needs or strategies. A recommendation of 'No Further Action' will be made if levels of contaminants of potential concern are determined to be below risk-based screening levels.

Schedule and Cost

We are prepared to start with this project immediately upon your authorization. A Draft Phase I ESA Report will be completed within three weeks of authorization. A Draft Phase I ESA Addendum Soil Sampling Report will be completed within three weeks following the completion of the associated fieldwork. Our cost estimate for the Phase I ESA and Phase I Addendum ESA is \$25,566 (see Table 1, attached).

Assumptions

The following assumptions were used to determine the cost to complete this project:

- The scope of work for the Phase I Addendum has been developed based on preliminary site information; the scope of work is subject to change based the results of the Phase I ESA.
- OCPs, arsenic, and lead are the only constituents of concern for the investigation; therefore, chemical analyses for other constituents will not be required.



- Up to five samples will undergo STLC analysis for pesticides and for lead, and up to five samples will undergo TCLP analysis for pesticides. No soil samples will undergo STLC or TCLP analysis for other contaminants of concern.
- A review of Title V Safety Criteria (i.e., the California Department of Education (CDE) "Checklist") will not be required as part of the Phase I ESA scope of work.
- Soil sampling will be conducted concurrently with the Phase I ESA site reconnaissance.
- Nine buildings are presumed to have been constructed prior to 1993.
- Groundwater investigation will not be required under this field investigation.
- All areas of the site are accessible.
- There are no hindrances to the work schedule as a result of access limitations or inclement weather.
- Rincon is not responsible for any damages to underground improvements not clearly or accurately marked by the client or USA.
- The soil type is such that the borings can be advanced to specified depths using a hand auger, and the sampling can be completed in three eight-hour work days.
- Costs incurred due to a change in scope will be discussed with the client prior to implementation.
- The soil samples will be analyzed on a standard turnaround time (five to seven business days).
- Investigation-derived waste is not anticipated to be generated as part of this investigation, therefore waste-disposal costs are not included in this proposal.
- Concrete and asphalt cores will be completed by Oxnard School District staff following the completion of soil sampling activities.
- The Phase I ESA and Phase I Addendum ESA Field Investigation are not being conducted under regulatory agency oversight.

Authorization

We are prepared to begin this work effort immediately upon receipt of authorization for conducting the above tasks.

Pursuant to the ASTM practice, we ask that you provide us with any site information that you are aware of pertaining to: environmental liens or activity and use limitations, specialized knowledge that would be material to recognized environmental conditions in connection with the property, or valuation reduction for environmental issues.

We look forward to continuing to support Caldwell Flores Winters, Inc. for this important project. As always, please feel free to contact us if you have any questions.

Sincerely,

Rincon Consultants, Inc.

Jennifer Bauer Morton, PG, QSP/QSD
Senior Project Manager

Attachment: Table 1

Walt Hamann, PG, CEG, QSP/QSD
Vice President

**Table 1 - Phase I ESA and Phase I ESA Addendum
Rose Avenue Elementary School
Oxnard, California
Rincon Consultants, Inc. - July 27, 2018**

Item	Unit	Cost per Unit	Number of Units	Subtotal
Phase I ESA				
Phase I ESA Report	lump sum	\$3,000	1	\$3,000
Phase I ESA Addendum - Pre-Field Activities				
Field Equipment: Vehicle, Paint, etc.	day	\$250	1	\$250
Health and Safety Plan	hour	\$115	3	\$345
Site Recon, Sampling Location Markouts and Utility Notification - Underground Service Alert (DigAlert)	hour	\$115	3	\$345
Phase II ESA Addendum - Soil Sampling Program				
Project Management - Senior Project Manager	hour	\$145	12	\$1,740
Environmental Scientist - Field Sampling (two field staff/three field days)	day	\$1,150	6	\$6,900
Field Equipment: Vehicle, Auger, Sample Containers, etc.	day	\$250	3	\$750
Soil Laboratory Analysis (rush 3 business day turnaround time)				
Organochlorine Pesticides (EPA 8081A)	sample + 15%	\$86	55	\$4,730
Total Arsenic (EPA 6010B)	sample + 15%	\$12	6	\$72
Lead (EPA 6010)	sample + 15%	\$12	42	\$504
STLC Analysis for lead	sample + 15%	\$52	5	\$260
STLC Analysis for pesticides	sample + 15%	\$127	5	\$635
TCLP Analysis for pesticides	sample + 15%	\$127	5	\$635
Project Management and Reporting				
Project Management - Principal I	hour	\$220	4	\$880
Project Management - Senior Professional I	hour	\$145	8	\$1,160
Graphic Designer	hour	\$90	6	\$540
Administrative Assistant	hour	\$80	4	\$320
Phase I ESA Addendum Report	lump sum	\$2,500	1	\$2,500
TOTAL				\$25,566

Notes:

EPA - United States Environmental Protection Agency

STLC - soluble threshold limit concentration

TCLP - toxicity characteristic leaching procedure

**OXNARD SCHOOL DISTRICT
AGREEMENT FOR CONSULTANT SERVICES
(MASTER AGREEMENT – CEQA/DTSC COMPLIANCE)**

This Agreement for Consultant Services (“Agreement”) is entered into as of this 13th day of November, 2013 by and between the **Oxnard School District** (“District”), with offices located at 1051 South A Street, Oxnard, CA 93030, and **Rincon Consultants, Inc.** (“Consultant”) with a business address at 180 North Ashwood Avenue, Ventura, CA 93003. District and Consultant are sometimes hereinafter individually referred to as “Party” and hereinafter collectively referred to as the “Parties.”

RECITALS

A. District is authorized by *California Government Code* Section 53060, and Board Policy 4368, to contract with independent contractors for the furnishing of services concerning financial, economic, accounting, engineering, legal, administrative and other matters. District has sought, by issuance of a Request for Qualifications, the performance of certain services, with the precise scope of work to be specified at the time of assignment of work.

B. Following submission of a Statement of Qualifications for the performance of services, Consultant was prequalified by District to perform services on behalf of District that may be assigned, or not assigned, at the District’s sole discretion.

C. The Parties desire to formalize the prequalification of Consultant for performance of services and desire that the terms of that performance be as particularly defined and described herein.

OPERATIVE PROVISIONS

NOW, THEREFORE, in consideration of the mutual promises and covenants made by the Parties and contained herein and other consideration, the value and adequacy of which are hereby acknowledged, the Parties agree as follows:

1. **Incorporation of Recitals and Exhibits.** The Recitals set forth above and all exhibits attached to this Agreement, as hereafter amended, are incorporated by this reference as if fully set forth herein.
2. **Master Agreement.** This Agreement sets forth the basic terms and conditions between District and Consultant. It may be supplemented from time to time with an individual Work Authorization Letter (“WAL”) which shall be considered an amendment to this Agreement, and which shall be subject to all the terms and conditions of this Agreement, and any further terms and conditions as set forth in the WAL.
3. **Scope of Services.** The scope of Services to be assigned to Consultant pursuant to a WAL is further defined in **Exhibit F – Scope of Services**, wherein the general responsibilities of Consultant are described pursuant to the discipline(s) for which the Consultant has been deemed prequalified by District as described in this Agreement.
4. **Agreement, Scope of Work, and Assignment of Projects.** District may, from time to time, and at the sole discretion of District, assign to Consultant specific services to be performed by Consultant (the “Services”) pursuant to a WAL. The WAL assignment procedure and associated forms are set forth in **Exhibit A**, which is attached hereto. This Agreement, together with the WAL, sets forth the terms and conditions pursuant to which Consultant will perform such Services on behalf of District. The WAL

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shall particularize and describe, among other things, such project(s) for which Consultant is to perform Services, such Services to be performed by Consultant at such project(s), the timeline for the performance of such Services, and the compensation to be paid to Consultant for the performance of such Services.

5. **Term of Agreement.** Subject to earlier termination as provided below, this Agreement shall remain in effect from November 13, 2013 through November 12, 2018 (the "Term"). This Agreement may be extended only by amendment, signed by the Parties, prior to the expiration of the Term. Such agreement for extension shall be based upon the showing of good and sufficient cause by Consultant that such extension(s) shall be granted. District shall not be obligated to compensate Consultant for any additional costs if such an extension has been granted to this Agreement. Any provision for additional compensation shall be accommodated via the WAL process as indicated in **Exhibit A**.
6. **Time for Performance.** The scope of the Services set forth in the WAL shall be completed during the Term pursuant to the schedule specified in the WAL. If Services indicated in the WAL cannot be completed within the schedule set forth in the WAL, or if the schedule exceeds the Term of this Agreement, it is the responsibility of Consultant to notify District at least ninety (90) days prior to the expiration of either, with a request for a time extension clearly identifying the cause(s) for the failure to complete the Services within the schedule and/or the Term. Should Consultant fail to provide such notice, and/or the Services not be completed pursuant to that schedule or within the Term, Consultant shall be deemed to be in Default as provided below. District, in its sole discretion, may choose not to enforce the Default provisions of this Agreement and may instead allow Consultant to continue performing the Services.
7. **Additional Services.** Additional Services are services in addition to the Services set forth in the WAL that are provided by Consultant pursuant to a written request by District. Additional Services will require a written request or pre-authorization in writing by District following specific approval of such services by the District Board of Trustees. It is understood and agreed that Consultant shall not perform any Additional Services unless and until Consultant receives specific written approval for such Additional Services from the District Board of Trustees. Any modification of the compensation to be paid to Consultant as a result of Additional Services must be specifically approved in writing by the District Board of Trustees. In the event that the District Board of Trustees approves in writing a modification of the compensation, then Consultant shall be paid for such Additional Services pursuant to Section 8, below. However, it is understood and agreed that if the cause of the Additional Services is the sole or partial responsibility of Consultant, its agents, or any subconsultants or other parties under the charge of Consultant, no additional compensation shall be paid to Consultant. If such conditions exist so as to justify Additional Services as indicated above, which require additional compensation or time in order to be performed, it is the sole responsibility of Consultant to submit a request for Additional Services within ten (10) days of Consultant's discovery of such conditions which require Additional Services. It is understood and agreed that if Consultant performs any services that it claims are Additional Services without receiving prior written approval from the District Board of Trustees, Consultant shall not be paid for such claimed Additional Services.
8. **Compensation and Method of Payment.** This Agreement does not guarantee that District will issue a WAL to Consultant nor does this Agreement guarantee any compensation to Consultant. This Agreement does not create any obligation on the part of District to compensate Consultant absent a WAL indicating compensation due to Consultant once Services are performed. Specific compensation and payment amounts, including approved reimbursable expenses, shall be set forth in the WAL. However, it is understood and agreed that the compensation to be paid to Consultant shall not be in excess of or exceed the rates set forth in **Exhibit B** "Compensation".

a. Each month Consultant shall furnish to District an original invoice for all work performed and expenses incurred during the preceding month for Services performed pursuant to a WAL. The invoice shall clearly indicate the assigned project, the approved WAL, and shall detail charges by the following categories: labor (by sub-category), travel, materials, equipment, supplies, and sub-consultant contracts. Sub-consultant charges, if any, shall be detailed by the following categories: labor, travel, materials, equipment and supplies. District shall independently review each invoice submitted by Consultant to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement and the WAL. In the event that no charges or expenses are disputed, the invoice shall be approved and paid according to the terms set forth in subsection b. In the event any charges or expenses are disputed by District, the original invoice shall be returned by District to Consultant for correction and resubmission.

b. Except as to any charges for work performed or expenses incurred by Consultant which are disputed by District, District will use its best efforts to cause Consultant to be paid within forty-five (45) days of receipt of Consultant's correct and undisputed invoice.

c. Payment to Consultant for work performed pursuant to this Agreement and a WAL shall not be deemed to waive any defects in work performed by Consultant.

9. Responsibilities of Consultant:

a. Consultant shall perform all Services as indicated in this Agreement and the WAL to the satisfaction of District.

b. The specific Services of Consultant to be performed shall be indicated in the WAL.

c. Consultant hereby represents and warrants that (a) it is an experienced consultant in the discipline(s) identified in **Exhibit F**, having the skill and the legal and professional ability and the flexibility necessary to perform all of the Services required under this Agreement; (b) it has the capabilities and resources necessary to perform its obligations hereunder; (c) it is familiar with all current laws, rules, regulations and other restrictions which are and may become applicable to the scope of Services under this Agreement, including but not limited to all local ordinances, building codes, and requirements of all Authorities Having Jurisdiction (AHJ) including but not limited to the Division of State Architect (DSA), the Office of Public School Construction (OPSC), the State Facilities Planning Division (SFPD), California Department of Education (CDE), the California Department of General Services (DGS), the Department of Toxic Substances Control (DTSC), the California Environmental Quality Act (CEQA), Title 24 of the California Code of Regulations, the California Education Code, State and Local Fire Authorities, air quality districts, water quality and control boards, and any/all other AHJ; (d) that it will assume full responsibility for all Services performed and all work prepared and furnished to District by its employees, agents, and subconsultants; (e) that it has sufficient financial strength and resources to undertake and complete the Services provided for under this Agreement within the schedule set forth in the WAL; and (f) that it certifies and covenants that all reports, certifications, studies, analyses, and other documents prepared by Consultant shall be prepared in accordance with all applicable laws, rules, regulations, and other requirements in effect at the time of their preparation, or required at their time of submittal to District and or agencies.

d. Consultant shall follow accepted industry standards and practices and comply with all federal, state, and local laws and ordinances applicable to the Services required by this Agreement and the WAL.

10. Responsibilities of District.

- a. District will prepare and furnish to Consultant upon Consultant's request, such information as is reasonably necessary to the performance of the Services required under this Agreement and the WAL. Consultant understands that all information provided to Consultant remains the property of District and shall only be removed from District's possession/premises and/or be photocopied, reproduced, distributed, or otherwise made available to others if such activities are expressly approved in writing by District and/or the Program Manager. Failure to comply with the above requirements shall be reasonable cause for termination of this Agreement, and may subject Consultant to liability for damages to District.
 - b. If needed by Consultant, District shall provide information as to the requirements and educational program for each project assigned by a WAL, including approved budget and schedule limitations.
 - c. District shall facilitate and coordinate cooperation amongst and between District consultants, including but not limited to architects, construction managers, surveyors, geotechnical engineers, inspectors, testing laboratories, hazardous materials specialists, CEQA/DTSC compliance specialists, technology experts, and any other professional consultants District deems necessary to execute the Facilities Implementation Program. Such coordination shall include the distribution of documentation prepared by individual consultants which may be of service to Consultant in the course of completing the Services.
 - d. District shall facilitate and coordinate cooperation amongst and between District staff and Consultant, as required to complete the Services.
 - e. District shall provide for the timely approval and execution of the WALs, Additional Services requests, invoices, and any other documentation that requires District action in order for Consultant to complete the Services.
11. **Suspension.** District may, for any reason or no reason, in District's sole discretion, suspend all or a portion of this Agreement, the WAL, or the Services by giving ten (10) calendar days written notice of suspension to Consultant. In the event such notice is given, Consultant shall cease immediately all work in progress. If District suspends the Services for a period of ninety (90) consecutive calendar days or more and, in addition, if such suspension is not caused by Consultant or the acts or omissions of Consultant, then if the Services are resumed, Consultant's compensation shall be subject to adjustment to provide for actual direct costs and expenses incurred by Consultant as a direct result of the suspension and resumption by District of the Services.
12. **Termination.** This Agreement, the WAL, or the Services may be terminated at any time by mutual agreement of the Parties or by either Party as follows:
- a. District may terminate all or a portion of this Agreement, the WAL, or the Services without cause at any time by giving ten (10) calendar days written notice of termination to Consultant. In the event such notice is given, Consultant shall cease immediately all work in progress; or
 - b. District may terminate all or a portion of this Agreement, the WAL, or the Services for cause in the event of a Default by giving written notice pursuant to Section 15, below; or
 - c. Consultant may terminate this Agreement or the WAL at any time upon thirty (30) calendar days written notice if District fails to make any undisputed payment to Consultant when due and such failure remains uncured for forty-five (45) calendar days after written notice to District.

13. **Similar or Identical Services.** In the event that this Agreement, the WAL, or any of the Services are terminated in whole or in part as provided herein, District may procure, upon such terms and in such manner as District may determine appropriate, services similar or identical to those terminated to complete any unfinished Services or new services as needed by District.
14. **Inspection and Final Acceptance.** District acceptance of any of work or Services, whether specifically in writing or by virtue of payment, shall not constitute a waiver of any of the provisions of this Agreement or the WAL including, but not limited to, indemnification and insurance provisions.
15. **Default.** Failure of Consultant to perform any Services or comply with any provisions of this Agreement or the WAL constitutes a Default. District may terminate all or any portion of this Agreement, the WAL, or the Services for cause in the event of a Default. The termination shall be effective if Consultant fails to cure such Default within thirty (30) calendar days following issuance of written notice thereof by District, or if the cure by its nature takes longer, fails to commence such cure within thirty (30) calendar days from the date of issuance of the notice and diligently prosecutes such cure to the satisfaction of District. If Consultant has not cured the Default, District may hold all invoices and may choose to proceed with payment on said invoices only after the Default is cured to District's satisfaction. In the alternative, District may, in its sole discretion, during the period before Consultant has cured the Default, elect to pay any portion of outstanding invoices that corresponds to Services satisfactorily rendered. Any failure on the part of District to give notice of Consultant's default shall not be deemed to result in a waiver of District's legal rights or any rights arising out of any provision of this Agreement or the WAL.
 - a. In addition to District's termination rights set forth above, District shall have (i) the right to cure Consultant's Default at Consultant's cost, in which case all amounts expended by District in connection with such cure shall accrue interest from the date incurred until repaid to District by Consultant at the rate of ten percent (10%) per annum; and (ii) all other rights and remedies available to District at law and in equity, including, without limitation, an action for damages. District shall have the right to retain unpaid earned balances to offset damages, and/or charge Consultant for all damages above and beyond unpaid balance of WAL.
16. **Ownership of Documents.** All maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents prepared, developed or discovered by Consultant in the course of providing any Services pursuant to this Agreement or the WAL (collectively and individually, the "Documents") shall become the sole property of District and may be used, reused or otherwise disposed of by District without the permission of Consultant. Upon completion, expiration or termination of this Agreement or the WAL, Consultant shall turn over to District all such Documents.
17. **Use of Documents by District.** If and to the extent that District utilizes for any purpose not related to this Agreement or the WAL any Documents, Consultant's guarantees and warranties related to Standard of Performance under this Agreement or the WAL shall not extend to such use of the Documents.
18. **Consultant's Books and Records.** Consultant shall maintain any and all documents and records demonstrating or relating to Consultant's performance of Services pursuant to this Agreement or the WAL for a minimum of four years after termination or expiration of this Agreement and the WAL, or longer if required by law. Such records shall include at minimum a detailed record of daily performance, staff time records, subconsultants time records, documentation of all costs incurred by Consultant that were billed to District, and detailed records of all Consultant fees, overhead, and profit on earned amounts.

a. Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, or other documents or records evidencing or relating to work, services, expenditures and disbursements charged to District pursuant to this Agreement or the WAL for a minimum of four years, or longer if required by law, all in accordance with generally accepted accounting principles and with sufficient detail so as to permit an accurate evaluation of the Services provided by Consultant pursuant to this Agreement or the WAL.

b. Any and all such records or documents shall be made available for inspection, audit and copying, at any time during regular business hours, upon request by District or its designated representative. Copies of such documents or records shall be provided directly to District for inspection, audit and copying when it is practical to do so; otherwise, unless an alternative is mutually agreed upon, such documents and records shall be made available at Consultant's address indicated for receipt of notices in this Agreement.

c. District has the right to acquire custody of such records by written request if Consultant decides to dissolve or terminate its business. Consultant shall deliver or cause to be delivered all such records and documents to District within sixty (60) days of receipt of the request.

19. **Independent Contractor.** Consultant is retained as an independent contractor and is not employed by District. No employee or agent of Consultant shall become, or be considered to be, an employee of District for any purpose. It is agreed that District is interested only in the results obtained from the Services under this Agreement and the WAL and that Consultant shall perform as an independent contractor with sole control of the manner and means of performing the Services required under this Agreement and the WAL. Consultant shall complete this Agreement and the WAL according to its own methods of work which shall be in the exclusive charge and control of Consultant and which shall not be subject to control or supervision by District except as to results of the Services. Consultant shall provide all of its own supplies, equipment, facilities, materials, manpower, and any/all other resources that may become necessary in the course of completing the Services. It is expressly understood and agreed that Consultant and its employees shall in no event be entitled to any benefits to which District employees are entitled, including, but not limited to, overtime, retirement benefits, insurance, vacation, worker's compensation benefits, sick or injury leave or other benefits. Consultant will be responsible for payment of all of Consultant's employees' wages, payroll taxes, employee benefits and any amounts due for federal and state income taxes and Social Security taxes since these taxes will not be withheld from payments under this Agreement or the WAL.

a. The personnel performing the Services under this Agreement and the WAL on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Consultant, its agents or employees shall not at any time or in any manner represent that Consultant or any of Consultant's officers, employees, or agents are in any manner officials, officers, employees or agents of District.

b. Consultant shall have no authority to bind District in any manner, or to incur any obligation, debt or liability of any kind on behalf of or against District, whether by contract or otherwise, unless such authority is expressly conferred in writing by District, or under this Agreement.

20. **Standard of Performance.** Consultant represents and warrants that it has the skill, qualifications, experience and facilities necessary to properly perform the Services required under this Agreement and the WAL in a thorough, competent and professional manner. Consultant represents and warrants that its employees and subcontractors have all legally required licenses, permits, qualifications and approvals necessary to perform the Services and that all such licenses and approvals shall be maintained throughout the term of this Agreement and the WAL. Consultant shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all Services

described herein and the WAL. In meeting its obligations under this Agreement and the WAL, Consultant shall employ, at a minimum, the standard of care utilized by persons engaged in providing services similar to those required of Consultant under this Agreement and the WAL for California school districts in or around the same geographic area of District (the "Standard of Performance").

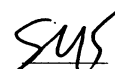
21. **Confidential Information.** All information gained during performance of the Services and all Documents or other work product produced by Consultant in performance of this Agreement and the WAL shall be considered confidential ("confidential information"). Consultant shall not release or disclose any such confidential information, Documents or work product to persons or entities other than District without prior written authorization from the Superintendent of District and/or Program Manager, except as may be required by law. Confidential information does not include information that: (i) Consultant had in its possession prior to considering entering into this Agreement; (ii) becomes public knowledge through no fault of Consultant; (iii) Consultant lawfully acquires from a third party not under an obligation of confidentiality to the disclosing party; or (iv) is independently developed by Consultant without benefit of the information provided by District. In connection with confidential information:

a. Consultant shall promptly notify District if it is served with any summons, complaint, subpoena or other discovery request, court order or other request from any party regarding this Agreement or the WAL or the Services performed hereunder or the WAL.

b. District retains the right, but has no obligation, to represent Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with District and to provide District with the opportunity to review any response to discovery requests provided by Consultant; provided that this does not imply or mean the right by District to control, direct, or rewrite said response.

22. **Conflict of Interest; Disclosure of Interest.** Consultant covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of District or which would in any way hinder Consultant's performance of the Services under this Agreement or the WAL. Consultant further covenants that in the performance of this Agreement and the WAL, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of District. Consultant agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of District in the performance of this Agreement and the WAL.

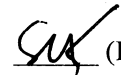
a. Bylaws of the Board 2030(A) E, 2030(B) E and 2030(C) E, as hereinafter amended or renumbered, require that a consultant that qualifies as a "designated employee" must disclose certain financial interests by filing financial interest disclosures. By its initials below, Consultant (i) represents that it has received and reviewed a copy of the Bylaws of the Board 2030(A) E, 2030(B) E and 2030(C) E and that it does does not qualify as a "designated employee"; and (ii) agrees to notify District, in writing, if Consultant believes that it is a "designate employee" and should be filing financial interest disclosures, but has not been previously required to do so by District.

 (Initials)

23. **Compliance with Applicable Laws.** In connection with the Services and its operations, Consultant shall keep itself informed of and comply with all applicable federal, state and local laws, statutes, codes, ordinances, regulations and rules including, but not limited to, minimum wages and/or prohibitions against discrimination, in effect during the Term. Consultant shall obtain any and all licenses, permits and authorizations necessary to perform the Services. Neither District, nor any

elected or appointed boards, officers, officials, employees or agents of District shall be liable, at law or in equity, as a result of any failure of Consultant to comply with this section.

a. Without limiting the generality of the foregoing, Consultant, unless exempted, shall comply with the requirements of Education Code Section 45125.1 with respect to fingerprinting of employees who may have contact with District's pupils. Consultant must complete District's certification form, attached herein as Exhibit E, prior to any of Consultant's employees coming into contact with any of District's pupils. Consultant also agrees to comply with all other operational requirements of District, as may be revised from time to time, including but not limited to any obligations relating to vaccination or testing for infectious diseases.

 (Initials)

24. **Unauthorized Aliens.** Consultant hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. §§ 1101, et seq., as amended, and in connection therewith, shall not employ "unauthorized aliens" as that term is defined in 8 U.S.C.A. §1324a(h)(3). Should Consultant so employ such individuals for the performance of work and/or Services covered by this Agreement or the WAL, and should any liability or sanctions be imposed against District for such employment, Consultant hereby agrees to and shall reimburse District for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by District.
25. **Non-Discrimination.** Consultant shall abide by the applicable provisions of the United States Civil Rights Act of 1964 and other provisions of law prohibiting discrimination and shall not discriminate, in any way, against any person on the basis of race, color, religious creed, national origin, ancestry, sex, sexual orientation, age, physical handicap, medical condition or marital status in connection with or related to the performance of this Agreement or the WAL.
26. **Disabled Veteran Business Enterprise Participation.** Pursuant to Education Code section 17076.11, District has a participation goal for disabled veteran business enterprises (DVBES) of at least three (3) percent, per year, of funds expended each year by District on projects that use funds allocated by the State Allocation Board pursuant to the Leroy F. Greene School Facilities Act. Unless waived in writing by District, Consultant shall provide proof of DVBE compliance, in accordance with any applicable policies of District or the State Allocation Board, within thirty (30) days of its execution of this Agreement
27. **Assignment.** The expertise and experience of Consultant are material considerations for this Agreement and the WAL. District has an interest in the qualifications of and capability of the persons and entities that will fulfill the duties and obligations imposed upon Consultant under this Agreement and the WAL. In recognition of that interest, Consultant shall not assign or transfer this Agreement or any portion of this Agreement or any portion of the WAL or the performance of any of Consultant's duties, Services or obligations under this Agreement or the WAL without the prior written consent of District and approved by District's Board of Trustees. Any attempted assignment shall be ineffective, null and void, and shall constitute a material breach of this Agreement and the WAL entitling District to any and all remedies at law or in equity, including summary termination of this Agreement and the WAL.
28. **Subcontracting.** Notwithstanding the above, Consultant may utilize subcontractors in the performance of its duties pursuant to this Agreement and the WAL, but only with the prior written consent of District. Consultant shall be as fully responsible to District for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by Consultant's subcontractors, as if the acts and omissions were performed by Consultant directly.

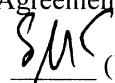
29. **District Administrator.** Lisa Franz shall be in charge of administering this Agreement on behalf of District, (the “Administrator”) provided that any written notice or any consent, waiver or approval of District must be signed by the Superintendent or a designated employee of District to be valid. The Administrator has completed **Exhibit D** “Conflict of Interest Check” attached hereto.

30. **Continuity of Personnel.** Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant’s staff and subcontractors consistent with the staff proposed as part of the Statement of Qualifications, if any, assigned to perform Services under this Agreement and the WAL.

a. Consultant shall provide District and the Administrator a list of all personnel and subcontractors providing Services and shall maintain said list current and up to date at all times during the Term. The list shall include the following information: (1) all full or part-time staff positions by title, including volunteer positions whose direct services are required to provide the Services; (2) a brief description of the functions of each such position and the hours each position works each week or, for part-time positions, each day or month, as appropriate; (3) the professional degree, if applicable, and experience required for each position; and (4) the name of the person responsible for fulfilling the terms of this Agreement and the WAL.

31. **Indemnification.** To the fullest extent permitted by law, Consultant shall defend and indemnify District and its officials, elected board members, employees and agents (“Indemnified Parties”) from and against all claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, its officers, employees, consultants, subcontractors, or agents, pursuant to this Agreement and/or the WAL, but not for any loss, injury, death or damage caused by the active negligence or willful misconduct of any of the Indemnified Parties.

a. Consultant agrees to obtain executed indemnity agreements with provisions identical to the above from each and every subcontractor retained or employed by Consultant in the performance of this Agreement and the WAL. Failure of District to monitor compliance with these requirements imposes no additional obligations on District and will in no way act as a waiver of any rights hereunder. Consultant’s obligation to indemnify and defend District as set forth above is binding on the successors, assigns or heirs of Consultant and shall survive the termination of this Agreement and the WAL.

 (Initials)

32. **Insurance.** Consultant agrees to obtain and maintain in full force and effect during the term of this Agreement the insurance policies set forth in **Exhibit C** “Insurance” and made a part of this Agreement. All insurance policies shall be subject to approval by District as to form and content. These requirements are subject to amendment or waiver if so approved in writing by the District Superintendent.

33. **Notices.** All notices required or permitted to be given under this Agreement or the WAL shall be in writing and shall be personally delivered, or sent by telecopier or certified mail, postage prepaid and return receipt requested, addressed as follows:

To District: Oxnard School District
1051 South A Street
Oxnard, California, 93030
Attention: Lisa Cline
Assistant Superintendent, Business & Fiscal Services
Re: [Insert Project Name]

With electronic copy to: Caldwell Flores Winters, Inc.
Oxnard School District Program Manager
6425 Christie Ave., Suite 270
Emeryville, California 94608
Attention: Yuri Calderon
T: 510-596-8170
Email: ycalderon@cfwinc.com

To Consultant: Rincon Consultants, Inc.
180 North Ashwood Avenue
Ventura, CA 93003
Attention: Stephen Svete
T: (805) 644-4455
Email: svete@rinconconsultants.com

All notices, demands, or requests to be given under this Agreement or the WAL shall be given in writing and conclusively shall be deemed received when delivered in any of the following ways: (i) on the date delivered if delivered personally; (ii) on the date sent if sent by facsimile transmission and confirmation of transmission is received; (iii) on the date it is accepted or rejected if sent by certified mail; and (iv) the date it is received if sent by regular United States mail.

34. **Excusable Delays.** Neither Party will be liable to the other for unanticipated delays or failures in performance resulting from causes beyond the reasonable control of that Party, including, but not limited to, acts of God, labor disputes or disturbances, material shortages or rationing, riots, acts of war, governmental regulations, communications or utility failures, or casualties; provided that the delayed Party: (i) gives the other Party prompt written notice of such cause; and (ii) uses its reasonable efforts to correct such failure or delay in its performance. The delayed Party's time for performance or cure under this section will be extended for a period equal to the duration of the cause or sixty (60) days, whichever is less.
35. **Entire Agreement; Binding Effect.** This Agreement including Exhibits hereto, contains the entire understanding of the Parties, and supersedes all other written or oral agreements. Consultant shall be entitled to no other benefits other than those specified herein. No changes, amendments or alternations shall be effective unless in writing and signed by both Parties and approved by District's Board of Trustees. Consultant specifically acknowledges that in entering into this Agreement, Consultant relied solely upon the provisions contained in this Agreement and no others. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the Parties.
36. **Amendment.** No changes, amendments to or modifications of this Agreement or the WAL shall be valid, effective or binding unless made in writing and signed by both Parties and approved by the District's Board of Trustees. The Parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.
37. **Waiver.** Waiver by any Party of any term, condition, or covenant of this Agreement or the WAL shall not constitute a waiver of any other term, condition, or covenant. Waiver by any Party of any breach of the provisions of this Agreement or the WAL shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement or the WAL. None of the provisions of this Agreement or the WAL shall be considered waived by either Party unless such waiver is specifically specified in writing. Neither District's review, approval of, nor payment for, any of the Services required under this Agreement or the WAL shall be construed to operate as a waiver of

any rights under this Agreement or the WAL, and Consultant shall remain liable to District in accordance with this Agreement and the WAL for all damages to District caused by Consultant's failure to perform any of the Services to the Standard of Performance. This provision shall survive the termination of this Agreement and the WAL.

38. **Governing Law.** This Agreement and the WAL shall be interpreted, construed and governed according to the laws of the State of California. With respect to litigation involving this Agreement, the WAL or the Services, venue in state trial courts shall lie exclusively in the County of Ventura, California.

39. **Severability.** If any term, condition or covenant of this Agreement or the WAL is declared or determined by any court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement and the WAL shall not be affected thereby and the Agreement and WAL shall be read and construed without the invalid, void or unenforceable provision(s).

40. **Authority to Execute.** The person or persons executing this Agreement on behalf of Consultant represents and warrants that he/she/they has/have the authority to so execute this Agreement and to bind Consultant to the performance of its obligations hereunder.

IN WITNESS WHEREOF, District and Consultant have executed and delivered this Agreement for consultant services as of the date first written above.

OXNARD SCHOOL DISTRICT:

RINCON CONSULTANTS INC.:

Lisa A. Franz
Signature

[Signature]
Signature

Lisa A. Franz, Director, Purchasing
Typed Name/Title

STEPHEN SNEYE, AICP/N.P.
Typed Name/Title

11-20-13
Date

10-31-2013
Date

Tax Identification Number: 95-6002318

Tax Identification Number: 77-0390093

Not Project Related

Project #13-131

EXHIBIT A
TO AGREEMENT FOR CONSULTANT SERVICES #13-131

WORK AUTHORIZATION PROCEDURES

1. Assignment of Work Authorization

- 1.1. Request For Proposal (RFP): At the sole discretion of District, one or more prequalified professional services consultants shall be solicited with a Request For Proposal (“RFP”) for a specific lump sum fixed fee proposal for defined Services to be complete within a defined timeline. For a proposal to be valid it must clearly acknowledge the complete Services requested by District and must include a lump sum fixed fee amount to complete all defined Services, a clearly defined schedule for completion of Services which meets the required timeline defined by District and shows final completion to occur within the Term of this Agreement.
- 1.2. Evaluation of Proposal: District’s Program Manager, in consultation with District, shall review each proposal for validity, accuracy, competitiveness, and overall quality of the Services proposed to be performed. In the case where more than one firm is solicited for a scope of defined Services, the Program Manager shall evaluate each proposal thoroughly based on predetermined, objective criteria to ensure a just and fair review of all proposals.
- 1.3. Selection of Consultant: Following evaluation of proposals, the consultant whose proposal exhibits the best value for the benefit of District shall be recommended to the Superintendent for approval.
- 1.4. Work Authorization Letter (WAL): With the approval of the District Superintendent, the Program Manager shall issue a Work Authorization Letter (“WAL”) to the selected consultant to perform the defined Services as indicated in the RFP, for the lump sum fixed fee amount reflected in the proposal, with all Services to complete within the timeline indicated in the RFP, and the Term set forth in this Agreement. District retains the right to negotiate all terms of the WAL subsequent to the receipt of proposal(s) in order to clarify the scope of Services, and/or make any adjustments to the fee amount and required schedule prior to issuance of the WAL. The WAL shall be considered a binding agreement, and amendment to this Agreement, once executed by Consultant, approved by the District Board of Trustees, and executed by the Superintendent.
- 1.5. Performance of Services Set Forth in the WAL: Performance of Services set forth in the WAL shall not commence until final approval by the District Superintendent and Board of Trustees, unless expressly authorized by the District Superintendent and Program Manager. During the course of completing the Services, Consultant shall comply will all provisions of this Agreement and the WAL. All Services set forth in the WAL shall be completed within the schedule set forth in the WAL.
- 1.6. Close Out of WAL Services: Upon completion of all Services required by the WAL, Consultant shall submit all required close-out documentation, certifications, records, reports, warranties, and any other information required or requested by District prior to submitting Consultant’s invoice for final payment.
- 1.7. WAL Form: See next page for sample Work Authorization Letter.

Not Project Related

Project #13-131

EXHIBIT B
TO AGREEMENT FOR CONSULTANT SERVICES #13-131

COMPENSATION & RATE/FEE SCHEDULE

I. The following rates of pay shall apply in the performance of the Services under this Agreement and the WAL:

Document/Study	Estimated Costs
Initial Study – Mitigated Negative Declaration	\$15,000 - \$80,000
Environmental Impact Report	\$40,000 - \$200,000
Phase I Environmental Site Assessment	\$2,500 - \$3,200
Preliminary Environmental Assessment	\$16,000 - \$21,000
Pipeline Study	\$3,000 - \$5,000
Geotechnical Study	\$25,000 - \$40,000

CDE Coordination and Compliance tasks are typically conducted by Senior Staff II professionals on an as needed basis.

Professional, Technical, and Support Personnel	Rate
Principal II	\$ 210/hour
Principal I	\$ 180/hour
Senior Supervisor II	\$ 160/hour
Supervisor I	\$ 145/hour
Senior Staff II	\$ 135/hour
Senior Staff I	\$ 120/hour
Professional Staff Analyst III	\$ 105/hour
Professional Staff Analyst II	\$ 95/hour
Professional Staff Analyst I	\$ 85/hour
Environmental Technician	\$ 60/hour
Environmental Field Aide	\$ 55/hour
Senior GIS Specialist	\$ 105/hour
GIS Specialist/CAD Specialist	\$ 85/hour

Professional, Technical, and Support Personnel	Rate
Graphic Designer	\$ 75/hour
Technical Editor	\$ 85/hour
Clerical/Administrative Support Staff	\$ 65/hour
Production Technician	\$ 65/hour

Not Project Related

Project #13-131

II. Consultant may utilize subcontractors as permitted in the Agreement and the WAL. The hourly rate for any subcontractor shall be consistent with the rate and fee schedule indicated in Section I above, unless other direction is provided with written authorization from District Superintendent or his/her designee.

III. Claims for reimbursable expenses shall be documented by appropriate invoices and supporting receipts. Consultant may be reimbursed for those reasonable out-of-pocket expenses set forth below that are incurred and paid for by Consultant beyond the typical obligations under this Agreement and the WAL, but only to the extent that such expenses are directly related to Services satisfactorily completed, are approved by District in writing and do not cause the amounts paid to Consultant to exceed the amounts allowed under this Agreement and the WAL. No mark-up of any expense is permitted. The following is the EXCLUSIVE list of reimbursable expenses:

A. Travel and Mileage. Consultant must request the travel in writing and justify why the travel should be reimbursed. Travel expenses must be approved in writing by District, in its sole discretion. Trips from any Consultant's office to District's office or to the subject project site will not be approved for reimbursement.

B. Reimbursable Reprographic Services. Print sets or copies requested in writing by District beyond the quantities required under the WAL.

C. Fees for Subcontractors. Fees for subcontractors hired and paid by Consultant at the written request of District and are permitted in the Agreement and the WAL.

D. Fees advanced for securing approval of public agencies having jurisdiction over any project hereunder.

IV. Consultant shall provide to District a complete Schedule of Values (SOV), identifying major work activities required to complete the authorized scope of work. All invoices must reflect the appropriate progress percentage for each SOV item billed, to be verified by District. District will compensate Consultant for the Services performed upon approval by District of a valid and complete invoice, in form and substance acceptable to District. See Exhibit G for required Invoice Approval Form and Billing Cover Sheet. The Billing Cover Sheet shall reflect the approved SOV. In connection with Services that are only partially completed at the time an invoice is paid, notwithstanding any provision of the Agreement, the WAL, or any other document, payment of the invoice does not constitute acceptance of the partially completed work or Service. Each invoice is to include:

A. Billing Cover Sheet/SOV with all appropriate progress percentages identified toward completion of the Services.

B. Acceptable back-up for billings shall include, but not be limited to:

- a. Records for all personnel describing the work performed, the number of hours worked, and the hourly rate, for all time charged to the Services.**
- b. Records for all supplies, materials and equipment properly charged to the Services.**
- c. Records for all travel pre-approved by District and properly charged to the Services.**
- d. Records for all subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.**

Unless otherwise directed by District, in writing, completed invoices are to be submitted to the attention of the Director of Purchasing and the Assistant Superintendent, Business and Fiscal Services. To be considered complete, the invoice packet shall include all back-up documentation required by District and sign-off from District staff, Program Manager or project manager assigned by District to supervise the Services.

Not Project Related

Project #13-131

V. The total compensation for the Services shall be provided for in the WAL(s) issued subsequent to this Agreement.

VI. Compensation Upon Termination. In the event that District suspends or terminates this Agreement, the WAL or any of the Services pursuant to Section 11 or Section 12a of the Agreement, District will pay Consultant as provided herein and the WAL for all Services and authorized Additional Work actually performed, and all authorized reimbursable expenses actually incurred and paid, under and in accordance with this Agreement and the WAL, up to and including the date of suspension or termination; provided that such payments shall not exceed the amounts specified in the Agreement and the WAL as compensation for the Services completed, plus any authorized Additional Work and authorized reimbursable expenses completed prior to suspension or termination. No payment for demobilization shall be paid unless District at its sole discretion determines that demobilization or other compensation is appropriate. After a notice of termination is given, Consultant shall submit to District a final claim for payment, in the form and with certifications prescribed by District. Such claim shall be submitted promptly, but in no event later than forty (40) calendar days after the Termination Date specified on the notice of termination. Such payment shall be Consultant's sole and exclusive compensation and District shall have no liability to Consultant for any other compensation or damages, including without limitation, anticipated profit, prospective losses, legal fees or costs associated with legal representation or consequential damages, of any kind.

- Not Project Related
- Project #13-131

EXHIBIT C
TO AGREEMENT FOR CONSULTANT SERVICES #13-131

INSURANCE

I. Insurance Requirements. Consultant shall provide and maintain insurance, acceptable to District Superintendent or District Counsel, in full force and effect throughout the Term of this Agreement and the WAL, against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by Consultant, its agents, subcontractors, representatives and/or employees. Insurance is to be placed with insurers authorized to conduct business in the State of California and with a current A.M. Best's rating of no less than A, as rated by the current edition of Best's Key Rating Guide, published by A.M. Best Company, Oldwick, New Jersey 08858. Consultant shall provide the following scope and limits of insurance:

A. Minimum Scope of Insurance. Coverage shall be at least as broad as:

- (1) Commercial General Liability coverage of not less than two million dollars (\$2,000,000) aggregate and one million dollars (\$1,000,000) per occurrence.
- (2) Auto liability insurance with limits of not less than one million dollars (\$1,000,000).
- (3) Insurance coverage should include:
 - 1. owned, non-owned and hired vehicles;
 - 2. blanket contractual;
 - 3. broad form property damage;
 - 4. products/completed operations; and
 - 5. personal injury.
- (4) Workers' Compensation insurance as required by the laws of the State of California.
- (5) Abuse and Molestation coverage of not less than two million dollars (\$2,000,000) per occurrence and five million dollars (\$5,000,000) aggregate.
- (6) Professional liability (Errors and Omissions) insurance, including contractual liability, as appropriate to the Consultant's profession, in an amount of not less than the following:

Accountants, Attorneys, Education Consultants, Nurses, Therapists	\$1,000,000
Architects	\$1,000,000 or \$2,000,000
Physicians and Medical Corporations	\$5,000,000

Failure to maintain professional liability insurance is a material breach of this Agreement and the WAL and grounds for immediate termination

II. Other Provisions. Insurance policies required by this Agreement shall contain the following provisions:

Not Project Related

Project #13-131

A. All Policies. Each insurance policy required by this Agreement shall be endorsed and state the coverage shall not be suspended, voided, cancelled by the insurer or either Party to this Agreement, reduced in coverage or in limits except after 30 days' prior written notice by Certified mail, return receipt requested, has been given to District

B. General Liability, Automobile Liability, and Abuse/Molestation Coverages.

(1) District, and its respective elected and appointed officers, officials, employees and volunteers are to be covered as additional insureds (collectively, "additional insureds") as respects the following: liability arising out of activities and/or Services Consultant performs; products and completed operations of Consultant; premises owned, occupied or used by Consultant; automobiles owned, leased, hired or borrowed by Consultant, and Abuse/Molestation. The coverage shall contain no special limitations on the scope of protection afforded to additional insureds.

(2) Each policy shall state that the coverage provided is primary and any insurance carried by any additional insured is in excess to and non-contributory with Consultant's insurance.

(3) Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

(4) Any failure to comply with the reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to any additional insured.

III. Other Requirements. Consultant agrees to deposit with District, at or before the effective date of this Agreement and the WAL, certificates of insurance necessary to satisfy District that the insurance provisions of this Agreement have been complied with. District may require that Consultant furnish District with copies of original endorsements effecting coverage required by this section. The certificates and endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. District reserves the right to inspect complete, certified copies of all required insurance policies, at any time.

A. If any Services are performed by a subcontractor, Consultant shall furnish certificates and endorsements from each subcontractor identical to those Consultant provides.

B. Any deductibles or self-insured retentions must be declared to and approved by District. At the option of District, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects District or its respective elected or appointed officers, officials, employees and volunteers or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration, defense expenses and claims.

C. The procuring of any required policy or policies of insurance shall not be construed to limit Consultant's liability hereunder nor to fulfill the indemnification provisions and requirements of this Agreement.

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EXHIBIT D
TO AGREEMENT FOR CONSULTANT SERVICES #13-131

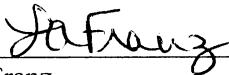
CONFLICT OF INTEREST CHECK

Bylaws of the Board 2030(C)E requires that the Superintendent or a designee make a determination, on a case by case basis, concerning whether disclosure will be required from a consultant to comply with District's Conflict of Interest Code (commencing with Bylaws of the Board 2030 BB).

Consultants are required to file disclosures when, pursuant to a contract with District, Consultant will make certain specified government decisions or will perform the same or substantially the same duties for District as a staff person would.

The services to be performed by Consultant under the Agreement to which this Exhibit D is attached constitute do not constitute governmental decisions or staff services within the meaning of the Conflict of Interest Code. Therefore, Consultant, is is not subject to disclosure obligations.

Date: 11-20-13

By: 

Lisa A. Franz
Director, Purchasing

Not Project Related

Project #13-131

EXHIBIT "E"
TO AGREEMENT FOR CONSULTANT SERVICES #13-131

**BACKGROUND CHECK AND FINGERPRINTING PROCEDURES
FOR CONTRACTORS**

The successful Bidder will be required to assure that its employees, subcontractors of any tier, material suppliers, and consultants do not have direct contact with the District's students during the performance of the Contract in compliance with Education Code §§ 45125.1 and 45125.2. To assure these provisions, the successful Bidder's supervisor shall be fingerprinted, and proof of same shall be provided to the District prior to start of on-site work. The supervisor will monitor the workers' conduct while on school grounds. In addition, the successful Bidder shall barricade the Work area to separate its workers from the students. Costs associated with this process are the responsibility of the successful Bidder.

The Contractors' construction supervisors or their unsupervised employees who will be working outside of fenced areas during the school hours **must** have submitted a fingerprint identification card to the Department of Justice (DOJ) and have a proof of clearance in the form of an affidavit filed in the Oxnard School District's Purchasing Office **prior to** the start of the Work.

California Education Code §§45125.1 and 45125.2 require that criminal checks be completed for contractors (Contracting Firm) who provide architectural, construction, janitorial, administrative, landscape, transportation, food-related, or other similar services to school districts.

The undersigned does hereby certify to the Board of Trustees of the Oxnard School District as follows:

That I am a representative of the Contractor currently under contract ("Contract") with the District; that I am familiar with the facts herein certified, and am authorized and qualified to execute this certificate on behalf of Contractor.

Contractor certifies that it has taken the following actions with respect to the construction Project that is the subject of the Contract:

1. Pursuant to Education Code §45125.2, Contractor has installed or will install, prior to commencement of Work, a physical barrier at the Work Site, which will limit contact between Contractor's employees and District pupils at all times (mandatory for all Projects); AND

2. The Contractor has complied with the fingerprinting requirements of Education Code §45125.1 with respect to all Contractor's employees and all of its subcontractors' employees who may have contact with District pupils in the course of providing services pursuant to the Contract, and the California Department of Justice has determined that none of those employees has been convicted of a felony, as that term is defined in Education Code §45122.1. A complete and accurate list of Contractor's employees and of all its subcontractors' employees who may come in contact with District pupils during the course and scope of the Contract is attached hereto; AND/OR

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3. Pursuant to Education Code §45125.2, Contractor certifies that all employees will be under the continual supervision of, and monitored by, an employee of the Contractor who the California Department of Justice has ascertained has not been convicted of a violent or serious felony. The name and title of each employee who will be supervising Contractor's employees and its subcontractors' employees is:

Name: STEPHEN SVETE
Title: VICE PRESIDENT

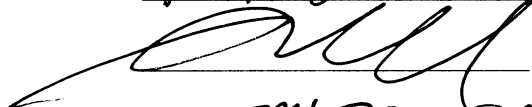
AND/OR

4. The Work on the Contract is at an unoccupied school site and no employee and/or subcontractor or supplier of any tier of Contract shall come in contact with District pupils.

Contractor's responsibility for background clearance extends to all of its employees, Subcontractors, and employees of Subcontractors coming into contact with District pupils regardless of whether they are designated as employees or acting as independent contractors of the Contractor.

Date: 10-31-2013

Proper Name of Contractor: RINCON CONSULTANTS, INC.

Signature: 
By: STEPHEN SVETE
Its: VICE PRESIDENT

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**EXHIBIT “F”
TO AGREEMENT FOR CONSULTANT SERVICES #13-131**

SCOPE OF SERVICES– CEQA/DTSC COMPLIANCE

The CEQA/DTSC Compliance Consultant’s Scope of Work includes, but is not limited to, the following:

Consultant shall ensure that the project sites are thoroughly studied and analyzed regarding environment impact and presence of toxins, and that all required mitigation and abatement requirements are fully identified and filed with the State of California. All work by this consultant must be performed in accordance with Division of State Architect (DSA), California Department of Education (CDE), California Department of Toxic Substances Control (DTSC), California Environmental Quality Act (CEQA), California Occupational Safety and Health Administration (Cal-OSHA), and all other agencies having jurisdiction.

- a. Confirmation of categorical exemption status and/or required environmental reporting of assigned projects.
- b. Preparation and public review of an Initial Study and Mitigated Negative Declaration to fulfill the environmental review requirements under CEQA, including adoption of final IS/MND, Mitigation Monitoring & Reporting Program, and Findings as required under CEQA and CA Ed. Code 17213;
- c. Preparation of a Phase I Environmental Site Assessment as the initial task to comply with California Department of Toxic Substances Control (DTSC) and California Department of Education (CDE) requirements; and
- d. Completion of a school siting safety screening evaluation as required by CDE for new school site acquisition.

1. Project Initiation:

- a. Following the assignment of the project and approval of work authorization, the consultant shall meet with District representatives to discuss project compliance with the California Environmental Quality Act (CEQA) and DTSC requirements. The meeting agenda shall include the following items:
 - i. Introduction of District staff and consultant's representatives who will perform the work
 - ii. Discussion of potentially significant environmental issues, emphasis on controversial issues
 - iii. Discussion of preliminary calendar of events
 - iv. Discussion of preliminary distribution list for notices and CEQA documents
 - v. Discussion of preliminary budget

2. Calendar of Events:

- a. The consultant shall provide the District with a proposed calendar of events that show the following:
 - i. Date due
 - ii. Date complete
 - iii. Description of event
 - iv. Responsible party
 - v. Related documents and activities

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3. DTSC Compliance:

- a. Coordination & correspondence with DTSC.
- b. Completion of Phase I Environmental Site Assessment (ESA) in accordance with ASTM standard 1527-05, including records review, site reconnaissance, interviews, and report preparation. ESA shall also include all requirements per DTSC Draft School Environmental Assessment Manual (SEAM) published August 2008 – or per updated documents published more recently.
- c. Coordination with DTSC for review of ESA
- d. Completion of a draft PEA work plan to expedite DTSC review process.
- e. Completion of Phase II Sampling Program, as required by DTSC, and completion of the Preliminary Environmental Assessment (PEA)
- f. Coordination & Correspondence with the California Dept. of Education (CDE) to ensure compliance with CDE site safety checklist, completion of all required CDE forms and all other CDE site approval requirements, including but not limited to:
 - i. High Voltage Power Transmission Lines
 - ii. Airports
 - iii. Hazardous Air Emissions and Facilities Within a Quarter Mile
 - iv. Railroads
 - v. Pressurized Gas, Gasoline, or Sewer Pipelines
 - vi. High-Pressure Water Pipelines, Reservoirs, Water Storage Tanks
 - vii. Major Roadways
 - viii. Tsunami, Flood, and Dam Inundation
 - ix. EMF Frequencies

4. Initial Study/Notice of Preparation/Scoping Meeting:

- a. The consultant shall prepare a comprehensive project description which will form the basis for environmental evaluation under CEQA.
- b. The consultant shall analyze the project and prepare a Draft Initial Study (IS) to identify potentially significant environmental issues.
 - i. The Initial Study shall include:
 - Introduction & Environmental Setting – Purpose of study & general description of existing geographic character and immediate site vicinity.
 - Environmental Impact Analysis – Prepared per CEQA environmental checklist form. Where possible, impacts to be quantified or reasonable assumptions will be declared to forecast potential impacts. Standard mitigation measures will be incorporated.
- c. The consultant shall incorporate the IS into a notice of preparation (NOP) of CEQA documents for circulation among the public.
- d. The consultant shall prepare a proposed distribution list for CEQA documents.
- e. The consultant shall facilitate one or more scoping meetings.
- f. The consultant, subsequent to closure of the 30 day NOP review period, shall prepare a memorandum to the District summarizing the issues raised during the review period, including scoping meetings. The memorandum shall identify those issues that should be incorporated into the CEQA documents. The consultant shall recommend to the District whether additional analysis, outside of this scope of work, is necessary to address any issue.

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5. Negative Declaration:

- a. Should the District and the consultant conclude that the preparing of a negative declaration meets the requirements of CEQA, the consultant shall prepare and circulate the negative declaration to responsible government agencies, interested parties and the public for comment.
- b. The consultant shall prepare proposed written responses to comments by responsible government agencies, interested parties and the public for the District's review. The consultant shall distribute the District approved written responses to the persons and entities on the distribution list.

6. Mitigated Negatives

- a. Should the District and the consultant conclude that the preparing of a mitigated negative declaration (MND) is necessary to meet the requirements of CEQA, the consultant shall prepare the MND and recommended mitigation measures and a mitigation monitoring and reporting plan to reduce project impacts to below a level of significance and distribute same to responsible government agencies, interested parties and the public for comment.
- b. The Consultant shall facilitate publication/posting, circulation, and distribution to commenting agencies and interested groups/individuals, including preparation & distribution of Notice of Availability, and preparation of newspaper publication notices. All publication to be in accordance to CEQA guidelines section 15072.
- c. The consultant shall prepare and circulate written responses to comments by responsible government agencies, interested parties and the public.

7. Environmental Impact Report:

- a. Should the District and the consultant conclude that an environmental impact report (EIR) is necessary to meet the requirements of CEQA, the consultant shall prepare a Draft EIR. The Draft EIR shall incorporate relevant parts of technical studies such as the Preliminary Endangerment Assessment (PEA), geological reports, historical resources evaluations and investigative reports about developed and undeveloped real property contiguous to the project in addition to the following topics:
 - i. Aesthetics. Light and glare generated by the project from athletic fields, parking lots and security lights that may have significant impacts on surrounding real property and, if the real property has been developed as residential, the residential character of the area. The consultant shall use the conceptual site plan to determine the location of school facilities and potential light and glare impacts to the surrounding areas.
 - ii. Agriculture Resources. The EIR shall account for the existing use or past use of the project site for agricultural purposes.
 - iii. Air Quality. The consultant shall prepare a technical air quality analysis consistent with the requirements of the South Coast Air Quality Management District (SCAQMD). All technical calculations shall be provided as an appendix to the EIR. Background traffic volumes and level of service calculations developed as part of the traffic/circulation analysis shall be used in preparing this technical analysis. The analysis shall describe ambient air quality and evaluate construction emissions, regional emissions, and local carbon monoxide emissions, consistent with CEQA air quality analysis standards.
 - iv. Biological Resources. The EIR shall account for sensitive biological resources on the project site and if there are whether the project has the potential to cause impacts to biological resources.

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- v. Cultural/Paleontological Resources. The EIR shall contain a summary of historic resources evaluation findings. A report of historic resources evaluation shall be included in the EIR as an appendix. This EIR section shall include discussion of possible archaeological and paleontological resources, if any.
- vi. Geology and Soils. The EIR shall contain a summary of the geology and soils investigation report. A copy of the geology and soils investigation report shall be included in the EIR as an appendix.
- vii. Hazards and Hazardous Materials. The EIR shall contain a summary of the hazards investigations report. A copy of the hazards investigations report shall be included in the EIR as an appendix.
- viii. Hydrology and Water Quality. The EIR shall contain a summary of the hydrology or water quality report. A copy of the hydrology or water quality report shall be included in the EIR as an appendix.
- ix. Land Use and Planning. The EIR shall contain findings by the consultant of whether the project is consistent with the general plan of each jurisdiction within which the project site is located.
- x. Noise
 - The EIR shall contain a technical noise analysis prepared by the consultant that shall identify the impacts, if any, on sensitive land uses adjacent to the proposed project site. This report shall be summarized in the EIR and attached to the EIR as an appendix. This report shall take into consideration background daily traffic volumes, including existing and future baseline condition vehicular trips and project daily trip generation from the traffic/circulation analysis, shall be used in preparing this technical analysis.
 - The noise analysis shall address the baseline noise conditions and shall provide a quantitative analysis of construction noise, as well as operational noise generated by vehicle traffic and athletic field events. Mitigation measures shall be recommended to reduce impacts to below a level of significance.
- xi. Population and Housing
 - The EIR shall contain a description of the current population, housing, and employment characteristics for the jurisdiction in which the project site is located based on data from the jurisdiction's general plan or more recent Southern California Association of Governments (SCAG) projections, or most recent census data.
 - The consultant shall characterize the District's student enrollment characteristics and projections based on the District's Facilities Master Plan. The consultant shall evaluate these characteristics, how they are affected by the proposed project, how they relate to the controlling jurisdiction's general plan land use designations for the project site, and the levels of development allowed under the current designation.
- xii. Public Services and Utilities
 - The EIR shall contain an evaluation of the project's requirement for the extension of infrastructure to the project site for all required utilities such as water, electricity, telecommunications and sewerage.
 - The EIR shall contain an evaluation of the age and condition of existing infrastructure in the vicinity of the project site for all required utilities such as water, electricity, telecommunications and sewerage and a determination of whether substantial improvements to that infrastructure may be necessary and should be evaluated.

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- In addition to responses provided during the NOP review period, existing purveyors of public services and utilities shall be contacted by the consultant to ascertain the location and capacity of their facilities, to identify expansion plans, and to identify potential demand by the proposed project. Based on discussions with service providers, the consultant shall determine potential project impacts and identify mitigation.
 - The EIR shall include an analysis of the existing recreational facilities in the area of the project site.
- xiii. Vehicular Traffic Volume and Circulation. The Draft EIR shall contain a Traffic Impact Analysis (TIA) for the project prepared by the consultant that shall be summarized in the body of the Draft EIR. The report shall be included as an appendix to the EIR. The TIA report shall analyze on-site vehicular and pedestrians circulation as well as impacts to the surrounding street system. The TIA report shall take into consideration any vacation of streets. Mitigation Monitoring and Reporting Plan. The Draft EIR shall include a mitigation monitoring and reporting plan as an appendix to the EIR.
- xiv. Documents Mandated by CEQA. The EIR shall contain the following CEQA mandated findings in addition to the requirements outlined above:
- Cumulative impacts
 - Growth inducing impacts
 - Any significant irreversible environmental changes that, would be involved in the proposed action should it be implemented
 - Unavoidable adverse impacts
 - Alternatives Analysis - the consultant, based on information provided by the District shall provide an alternative analysis of possible project alternatives that were considered in addition to the required No Project Alternative.
- xv. Executive Summary. The Draft EIR shall include a reader friendly, non-technical executive summary.
- xvi. Mitigation Monitoring and Reporting Plan. The Draft EIR shall include a mitigation monitoring and reporting plan as an appendix to the EIR.

8. Review of Draft EIR by District Prior to Circulation:

- a. The consultant shall meet in a workshop format with the District's staff to discuss comments on the Draft EIR received during the public review period. This meeting will provide a forum to resolve all issues in an expedited manner the objective being to avoid multiple rounds of review, correction, and re-review by the District and the consultant.
- b. Following the meeting referred to above, the consultant shall make revisions to the document and it's supporting technical studies. After revising the Draft EIR, the consultant shall prepare an executive summary, which shall consist of a tabular summary of project impacts and mitigation measures and a determination of each impact's significance following mitigation. The executive summary shall contain a brief project description, controversial issues to be resolved, and a brief description of project alternatives.

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9. Response to Comments on EIR During Public Review Period:

- a. During the public review period, the consultant shall log in the comments and shall review the comments on the Draft EIR as they are received by the consultant.
- b. The consultant shall prepare proposed responses to comments on the Draft EIR in a style that is reader friendly, non-technical and communicates effectively to the public. All comments on the Draft EIR shall be considered for responses whether or not the subject of the comment is required in the Draft EIR. The consultant may recommend to the District the appropriate person/entity to prepare draft responses to comments on the Draft EIR.

10. Resolution; Findings of Fact; Statement of Overriding Considerations:

- a. The consultant shall prepare Findings of Fact that support the conclusions of the proposed Final EIR.
- b. The consultant shall prepare the related resolution for adoption by the Board of Education that certifies that the Final EIR as adequate and complete.
- c. If the proposed Final EIR identifies significant unavoidable impacts, the consultant shall prepare a Statement of Overriding Considerations.
- d. The Finding of Fact and the Statement of Overriding Considerations shall be such that they meet the requirements of Sections 15091 through 15093 of the State CEQA Guidelines, and fully address all facts and findings, project benefits, and project impact and benefit balancing considerations required of a statement of overriding considerations

11. Advertisement of Documents and Entering CEQA Documents into Public Records:

- a. Consultant shall be responsible for the timely advertising and distribution of all public notices and other documents related to project compliance with CEQA.
- b. Consultant shall be responsible for the timely filing of CEQA documents with government agencies such as the State Clearinghouse, County Recorder and Clerk of the Board of Supervisors to enter the documents into the public record. If time is of the essence in the filing of CEQA documents, consultant shall, as a reimbursable expense, advance filing fees and reasonable costs.

12. Project Management and Attendance at Progress Meetings:

- a. The consultant shall assume an active project management role. The consultant shall attend various project meetings and communicate and coordinate with government agencies, interested parties and the public as is typically required by the CEQA compliance process for similar projects and as requested by the District.
- b. The consultant shall be responsible for developing the work schedule, keeping the process on schedule and keeping the process within budget.
- c. The consultant's project manager shall establish and maintain ongoing verbal communication with the District. Additionally, the project manager shall prepare any writings requested by the District.
- d. In addition to those meetings shown in the work schedule, the consultant shall attend other meetings as may be requested by the District. Consultant's representatives at meetings shall be competent to address issues reasonably contemplated to be discussed among attendees.

13. Progress Reports:

- a. A progress report shall accompany the monthly invoice that shows the following:
 - i. Summary of work completed during the previous month as it relates to the work schedule

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- ii. Summary of work to be completed during the current month as it relates to the work schedule
- iii. Discussion of problem areas or project issues.

14. Reports:

As part of the Services, Consultant will prepare and deliver the following tangible work products to District:

- a. All progress reports, studies, final reports, and other documentation as indicated above, or as required by CEQA, DSA, DTSC, or any other agency having jurisdiction.
- b. Proof of all required submittal/filing of environmental studies and reports to the State of California.
- c. Completion of all required resolutions, adoptions, approval forms, etc. to ensure that environmental studies are duly accepted by the Board of Trustees and filed with appropriate local & state agencies.
- d. Completion of a school siting safety screening evaluation as required by CDE for new school site acquisition, and preparation of CDE required documentation for site approval application submittal.

15. Time

NTP + 7 days: Consultant shall submit to the District a comprehensive calendar of services, studies, and analyses required to complete the CEQA/DTSC environmental reporting requirements, as indicated in the "Calendar" scope section above.

NTP + 30 days: Consultant shall submit to the District draft Phase I ESA document.

NTP + 45 days: Consultant shall submit draft IS/MND report for District review.

NTP + 60 days: Consultant shall submit confirmation of completion of 30-day DTSC review cycle.

NTP + 90 days: Consultant shall submit final Phase I ESA incorporating all DTSC comments & revisions.

NTP + 120 days: Consultant shall complete the entire IS/MND process, including publication of final IS/MND report, 30-day public comment period, and preparation of draft Phase I ESA.

Final Phase I ESA + 90 days: Consultant shall submit, and confirm final DTSC approval of PEA report.

All required public posting guidelines and other timelines are to be considered and incorporated within the above milestones to the extent possible. In no way are the required dates above intended to supersede legal posting requirement for public review, public comment, or other required review periods.

16. Accuracy Standards

Precision of the all required reports and recommendations shall be in accordance with the professional standard of care to be expected of professional CEQA/DTSC consultants licensed to practice in the State of California.

- Not Project Related
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Consultant/Vendor Billing Instructions

Invoice Cover Sheet Set-Up.

- 1 See "billing tab" below for spreadsheet, these are the instructions
- 2 Enter Project Site name, DSA, project number, Project Type, Invoice #, Date, Your Company Name, fax, phone, etc....
- 3 Enter PO # (Purchase Order #) provided to you when contract issued.
- 4 Feel free to include your company logo if you wish
- 5 Enter approved contract agreements, amendments, re-imburseables, allowances, etc. for which you are billing. Include summary scope of work. Enter "Cost Code" provided to you by Program Manager.
- 6 If you wish to break the contract work items down into portions that you would typically separate for progressive payments, please do that now. If your contract allows re-imburseables in addition to contract fee, please separate these values. If you require more line items to complete this step, please highlight the entire last row by clicking on the grey row # at left, press CTRL+C to copy row, right click grey row # immediately below, select "Insert Copied Cells". This can be repeated as many times as necessary. Multiple rows can be copied/inserted in a single step by highlighting multiple rows prior to copying.

First Billing.

- 5 **IMPORTANT!** When you are entering costs for your first billing, enter values (dollar amounts) **ONLY** into the green column. The percentages will change automatically. **NOTE:** Select the (% Complete) billing tab if you prefer to track your billings based on total project % complete. Once % complete is entered, billable amount will populate automatically. Select the (lump sum) billing tab if you prefer to track your billings as a lump sum billable amount to date. Once lump sum amount is entered, % complete will populate automatically.
- 6 Send invoice based on the Dollar value at the PRE-RETENTION value, if applicable.

Subsequent Billings

- 7 Manually input the dollar values from the "cost completed to date" column into the blue "total previous billings" column
- 8 Enter the corresponding dollar values;% complete values into the green column for total work complete to date.
- 9 Submit a conditional release waiver with the billing. Submit signed pay request certification form.
- 10 Email (middlesdt@cfwinc.com), or mail to the CFW Oxnard office at 1901 Victoria Ave, Suite 106 Oxnard, CA 93035. Please allow 4-6 weeks for invoice processing prior to payment.
- 11 Please note that invoice amounts which exceed remaining contract balance will not be processed, and will be returned to Vendor pending additional contract agreement(s). Incorrect contract amounts, cost codes, or other errors & miscalculations can delay/prevent processing of payment.

NOTE: All Consultant/Vendor invoices must be accompanied by this worksheet to ensure proper payment. Invoices without this worksheet may be rejected and may delay payment until the next billing cycle or until the spreadsheet becomes accurate. Invoices not received by the 25th may be delayed until the next billing cycle. Contact the Program Manager with any questions regarding billing values, or any other information required, prior to submitting a billing.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/31/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER LEGENDS ENVIRONMENTAL INS.SVCS,LLC 2165 N GLASSELL STREET ORANGE, CA 92865 LICENSE #0C79875	CONTACT NAME	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
INSURED RINCON CONSULTANTS, INC. 180 NORTH ASHWOOD AVENUE VENTURA, CA 93003	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A:	AMERICAN SAFETY INDEMNITY COMPANY
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	
	NAIC #	A IX

COVERAGES **CERTIFICATE NUMBER:** 107184 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.


INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> CONTRACTORS POLL <input checked="" type="checkbox"/> XCU GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	X	X	ENV030030-11-01	9/22/2011	9/22/2014	EACH OCCURRENCE	\$ 3,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 50,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 3,000,000
							GENERAL AGGREGATE	\$ 4,000,000
							PRODUCTS - COMP/OP AGG	\$ 4,000,000
								\$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	X	X	ENV030030-11-01	9/22/2011	9/22/2014	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
A	UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			ENU030031-13-03	9/22/2013	9/22/2014	EACH OCCURRENCE	\$ 5,000,000
							AGGREGATE	\$ 5,000,000
								\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						WC STATUTORY LIMITS	OTHER
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$
A	PROF LIABILITY/ CLMS MDE TRANSPORTATION COV. /CLMS MDE	X	X	ENV030030-11-01	9/22/2011	9/22/2014	RETRO DATES: 12/9/94, 9/1/08.	
							4,000,000 AGG. 3,000,000 EA OCC (PL)	
							1,000,000 AGG 1,000,000 PER OCC	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

OXNARD SCHOOL DISTRICT, AND ITS RESPECTIVE ELECTED AND APPOINTED OFFICERS, OFFICIALS, EMPLOYEES AND VOLUNTEERS ARE INCLUDED AS ADDITIONAL INSURED WITH REGARD TO WORK PERFORMED BY OR ON BEHALF OF THE NAMED INSURED WHERE REQUIRED BY WRITTEN CONTRACT. REFER TO ADDITIONAL INSURED, PRIMARY & WAIVER ENDORSEMENTS ATTACHED. EACH INSURANCE POLICY REQUIRED BY THIS AGREEMENT SHALL BE ENDORSED AND STATE THE COVERAGE SHALL NOT BE SUSPENDED, VOIDED, CANCELLED BY THE INSURER OR EITHER PARTY TO THIS AGREEMENT, REDUCED IN COVERAGE OR IN LIMITS EXCEPT AFTER 30 DAYS' PRIOR WRITTEN NOTICE BY CERTIFIED MAIL, RETURN RECEIPT REQUESTED, HAS BEEN GIVEN TO DISTRICT.

CERTIFICATE HOLDER

CANCELLATION

OXNARD SCHOOL DISTRICT 1051 SOUTH A STREET OXNARD, CA 93030	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
Any person or organization with whom the Named Insured enters into a written contract that requires them to be named as an Additional Insured for Completed Operations Coverage and the contract is executed prior to the start of the project. Oxnard School District, and its respective elected and appointed officers, officials, employees and volunteers	Where specified by written contract. RE: All Operations
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
Any person or organization with whom the Named Insured enters into a written contract that requires them to be named as an Additional Insured for Completed Operations Coverage and the contract is executed prior to the start of the project. Oxnard School District, and its respective elected and appointed officers, officials, employees and volunteers	Where specified by written contract. RE: All Operations
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

POLICY NUMBER: ENV030030-11-01
INSURED: RINCON CONSULTANTS, INC.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ENV 98 036 11 04

PRIMARY NON CONTRIBUTORY INSURANCE ENDORSEMENT FOR SPECIFIED PROJECT

This Endorsement shall not serve to increase our limits of insurance, as described in SECTION III – LIMITS OF INSURANCE.

In consideration of the payment of premiums, it is hereby agreed as follows

Solely with respect to the specified project listed below and subject to all terms, conditions and exclusions of the policy, this insurance shall be considered primary to the Additional Insured listed below if other valid and collectible insurance is available to the Additional Insured for a loss we cover for the Additional Insured under COVERAGE A. It is also agreed that any other insurance maintained by the additional insured shall be non-contributory.

Additional Insured(s)	Specified Project
Any person or organization with whom the Named Insured enters into a written contract that requires them to be named as an Additional Insured for Completed Operations Coverage and the contract is executed prior to the start of the project. Oxnard School District, and its respective elected and appointed officers, officials, employees and volunteers	Where Specified by written contract RE: All Operations

All other terms, conditions and exclusions under the policy are applicable to this Endorsement and remain unchanged.

POLICY NUMBER: ENV030030-11-01
NAMED INSURED: RINCON CONSULTANTS, INC.

COMMERCIAL GENERAL LIABILITY
ENV 98 031 11 07

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ASIC - ENV 01 031 11 07 ..ENV 01 031 11 07

ENDORSEMENT-- EXPANDED WAIVER OF SUBROGATION

This Endorsement shall not serve to increase our limits of insurance, as described in the LIMITS OF INSURANCE section of the policy.

We waive our rights to subrogation, against a project owner or general contractor in connection with the performance of "your work" at a specific project, provided that we are required to waive our rights to subrogation against such project owner or general contractor in a written contract for "your work" that you enter into with such project owner or general contractor prior to the start of such project, and subject to the following conditions and exclusions.

Subrogation shall not be waived with respect to any liability arising directly or indirectly out of any of the following actions of such project owner or general contractor:

1. "Professional services" on or in connection with the Project;
2. Modifying or changing the Project specifications without the express written consent of the insured; and
3. Any activities beyond the scope of monitoring the progress of the insured on the Project.

All other terms, conditions and exclusions under the policy are applicable to this Endorsement and remain unchanged.

Any person or organization with whom the Named Insured enters into a written contract that requires them to be named as an Additional Insured for Completed Operations Coverage and the contract is executed prior to the start of the project.

RE: Where specified by written contract.

Oxnard School District, and its respective elected and appointed officers, officials, employees and volunteers

RE: All Operations



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/31/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER TWIW Insurance Services LLC - #0E52073 196 S. Fir Street PO Box 1388 Ventura CA 93002-1388	CONTACT NAME: Debbie Irwin	FAX (A/C. No.): (805) 585-6832	
	PHONE (A/C. No. Ext): (805) 585-6732	E-MAIL ADDRESS: dirwin@twiw.com	
INSURED Rincon Consultants Inc. 180 N. Ashwood Ave. Ventura CA 93003	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Golden Eagle Ins Corp.		10836
	INSURER B: QBE Ins Corp		39217
	INSURER C:		
	INSURER D:		
INSURER E:			
INSURER F:			

COVERAGES CERTIFICATE NUMBER: 13/14 AU/WC REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJ <input type="checkbox"/> LOC						
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			BA1078780	12/17/2012	12/17/2013	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Underinsured motorist BI single \$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N N/A	EQB0201324	2/1/2013	2/1/2014	<input checked="" type="checkbox"/> WC STATUTORY LIMITS E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
AUTO: Oxnard School District and its respective elected and appointed officers, officials, employees and volunteers are named Additional Insured as respects to the operations of the Named Insured per the attached GECA701 0107. This insurance is primary and non-contributory to any other insurance held by the Additional Insured per the attached CA00011001. WC: A Waiver of Subrogation is added in favor of the Additional Insured per the attached WC991213A, endorsements apply only when required by written contract during the policy term.

CERTIFICATE HOLDER Oxnard School District 1051 South A Street Oxnard, CA 93030	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE David Shore/SHAROS

COMMERCIAL AUTO GOLD ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

SECTION II - LIABILITY COVERAGE

A. COVERAGE

1. WHO IS AN INSURED

The following is added:

- d. Any organization, other than a partnership or joint venture, over which you maintain ownership or a majority interest on the effective date of this Coverage Form, if there is no similar insurance available to that organization.
- e. Any organization you newly acquire or form other than a partnership or joint venture, and over which you maintain ownership of a majority interest. However, coverage under this provision does not apply:
 - (1) If there is similar insurance or a self-insured retention plan available to that organization; or
 - (2) To "bodily injury" or "property damage" that occurred before you acquired or formed the organization.
- in f. Any volunteer or employee of yours while using a covered "auto" you do not own, hire or borrow your business or your personal affairs. Insurance provided by this endorsement is excess over any other insurance available to any volunteer or employee.
- g. Any person, organization, trustee, estate or governmental entity with respect to the operation, maintenance or use of a covered "auto" by an insured, if:
 - (1) You are obligated to add that person, organization, trustee, estate or governmental entity as an additional insured to this policy by:
 - (a) an expressed provision of an "insured contract", or written agreement; or
 - (b) an expressed condition of a written permit issued to you by a governmental or public authority.
 - (2) The "bodily injury" or "property damage" is caused by an "accident" which takes place after:
 - (a) You executed the "insured contract" or written agreement; or
 - (b) the permit has been issued to you.

2. COVERAGE EXTENSIONS

a. Supplementary Payments.

Subparagraphs (2) and (4) are amended as follows:

- (2) Up to \$2500 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (4) All reasonable expenses incurred by the "Insured" at our request, including actual loss of earning up to \$500 a day because of time off from work.

SECTION III - PHYSICAL DAMAGE COVERAGE

A. COVERAGE

The following is added:

5. Hired Auto Physical Damage

or a. Any "auto" you lease, hire, rent or borrow from someone other than your employees or partners members of their household is a covered "auto" for each of your physical damage coverages.

b. The most we will pay for "loss" in any one "accident" is the smallest of:

- (1) \$50,000
- (2) The actual cash value of the damaged or stolen property as of the time of the "loss"; or
- (3) The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.

If you are liable for the "accident", we will also pay up to \$500 per "accident" for the actual loss of use to the owner of the covered "auto".

c. Our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by an amount that is equal to the amount of the largest deductible shown for any owned "auto" for that coverage. However, any Comprehensive Coverage deductible shown in the Declarations does not apply to "loss" caused by fire or lightning.

d. For this coverage, the insurance provided is primary for any covered "auto" you hire without a driver and excess over any other collectible insurance for any covered "auto" that you hire with a driver.

6. Rental Reimbursement Coverage

based on the rental of a comparable vehicle, which in many cases may be substantially less than \$75 per day, and will only be allowed for a period of time it should take to repair or replace the vehicle with reasonable speed and similar quality, up to a maximum of 30 days. We will also pay up to \$500 for reasonable and necessary expenses incurred by you to remove and replace your materials and equipment from the covered "auto".

If "loss" results from the total theft of a covered "auto" of the private passenger type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided under paragraph 4. **Coverage Extension.**

7. Lease Gap Coverage

If a long-term leased "auto" is a covered "auto" and the lessor is named as an Additional Insured - Lessor, in the event of a total loss, we will pay your additional legal obligation to the lessor for any difference between the actual cash value of the "auto" at the time of the loss and the "outstanding balance" of the lease.

"Outstanding balance" means the amount you owe on the lease at the time of loss less any amounts representing taxes; overdue payments; penalties, interest or charges resulting from overdue payments; additional mileage charges; excess wear and tear charges; and lease termination fees.

B. EXCLUSIONS

The following is added to Paragraph 3

The exclusion for "loss" caused by or resulting from mechanical or electrical breakdown does not apply to the accidental discharge of an airbag.

Paragraph 4 is replaced with the following:

4. We will not pay for "loss" to any of the following:

- a. Tapes, records, disks or other similar audio, visual or data electronic devices designed for use with audio, visual or data electronic equipment.
- b. Equipment designed or used for the detection or location of radar.
- c. Any electronic equipment that receives or transmits audio, visual or data signals.

Exclusion 4.c does not apply to:

(1) Electronic equipment that receives or transmits audio, visual or data signals, whether or not designed solely for the reproduction of sound, if the equipment is permanently installed in the covered "auto" at the time of the "loss" and such equipment is designed to be solely operated by use of the power from the "auto's" electrical system, in or upon the covered "auto"; or

(2) Any other electronic equipment that is:

(a) Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto's" operating system; or

(b) An integral part of the same unit housing any sound reproducing equipment described in (1) above and permanently installed in the opening of the dash or console of the covered "auto" normally used by the manufacturer for installation of a radio.

D. DEDUCTIBLE

The following is added: No deductible applies to glass damage if the glass is repaired rather than replaced.

SECTION IV. BUSINESS AUTO CONDITIONS

A. LOSS CONDITIONS

Item 2.a. and b. are replaced with:

2. Duties In The Event of Accident, Claim, Suit, or Loss

- a. You must promptly notify us. Your duty to promptly notify us is effective when any of your executive officers, partners, members, or legal representatives is aware of the accident, claim, "suit", or loss. Knowledge of an accident, claim, "suit", or loss, by other employee(s) does not imply you also have such knowledge.
- b. To the extent possible, notice to us should include:
 - (1) How, when and where the accident or loss took place;
 - (2) The names and addresses of any injured persons and witnesses; and
 - (3) The nature and location of any injury or damage arising out of the accident or loss.

The following is added to 5.

We waive any right of recovery we may have against any additional insured under **Coverage A. 1. Who Is An Insured** g., but only as respects loss arising out of the operation, maintenance or use of a covered "auto" pursuant to the provisions of the "insured contract", written agreement, or permit.

B. GENERAL CONDITIONS

9. is added

9. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

Your unintentional failure to disclose any hazards existing at the effective date of your policy will not prejudice the coverage afforded. However, we have the right to collect additional premium for any such hazard.

COMMON POLICY CONDITIONS

2.b. is replaced by the following:

- b. 60 days before the effective date of cancellation if we cancel for any other reason.

BUSINESS AUTO COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the Company providing this insurance.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section V – Definitions.

SECTION I – COVERED AUTOS

Item Two of the Declarations shows the "autos" that are covered "autos" for each of your coverages. The following numerical symbols describe the "autos" that may be covered "autos". The symbols entered next to a coverage on the Declarations designate the only "autos" that are covered "autos".

A. Description Of Covered Auto Designation Symbols

Symbol	Description Of Covered Auto Designation Symbols	
1	Any "Auto"	
2	Owned "Autos" Only	Only those "autos" you own (and for Liability Coverage any "trailers" you don't own while attached to power units you own). This includes those "autos" you acquire ownership of after the policy begins.
3	Owned Private Passenger "Autos" Only	Only the private passenger "autos" you own. This includes those private passenger "autos" you acquire ownership of after the policy begins.
4	Owned "Autos" Other Than Private Passenger "Autos" Only	Only those "autos" you own that are not of the private passenger type (and for Liability Coverage any "trailers" you don't own while attached to power units you own). This includes those "autos" not of the private passenger type you acquire ownership of after the policy begins.
5	Owned "Autos" Subject To No-Fault	Only those "autos" you own that are required to have No-Fault benefits in the state where they are licensed or principally garaged. This includes those "autos" you acquire ownership of after the policy begins provided they are required to have No-Fault benefits in the state where they are licensed or principally garaged.
6	Owned "Autos" Subject To A Compulsory Uninsured Motorists Law	Only those "autos" you own that because of the law in the state where they are licensed or principally garaged are required to have and cannot reject Uninsured Motorists Coverage. This includes those "autos" you acquire ownership of after the policy begins provided they are subject to the same state uninsured motorists requirement.
7	Specifically Described "Autos"	Only those "autos" described in Item Three of the Declarations for which a premium charge is shown (and for Liability Coverage any "trailers" you don't own while attached to any power unit described in Item Three).
8	Hired "Autos" Only	Only those "autos" you lease, hire, rent or borrow. This does not include any "auto" you lease, hire, rent, or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.
9	Nonowned "Autos" Only	Only those "autos" you do not own, lease, hire, rent or borrow that are used in connection with your business. This includes "autos" owned by your "employees", partners (if you are a partnership), members (if you are a limited liability company), or members of their households but only while used in your business or your personal affairs.

B. Owned Autos You Acquire After The Policy Begins

1. If Symbols 1, 2, 3, 4, 5 or 6 are entered next to a coverage in Item Two of the Declarations, then you have coverage for "autos" that you acquire of the type described for the remainder of the policy period.
2. But, if Symbol 7 is entered next to a coverage in Item Two of the Declarations, an "auto" you acquire will be a covered "auto" for that coverage only if:
 - a. We already cover all "autos" that you own for that coverage or it replaces an "auto" you previously owned that had that coverage; and
 - b. You tell us within 30 days after you acquire it that you want us to cover it for that coverage.

C. Certain Trailers, Mobile Equipment And Temporary Substitute Autos

If Liability Coverage is provided by this Coverage Form, the following types of vehicles are also covered "autos" for Liability Coverage:

1. "Trailers" with a load capacity of 2,000 pounds or less designed primarily for travel on public roads.
2. "Mobile equipment" while being carried or towed by a covered "auto".
3. Any "auto" you do not own while used with the permission of its owner as a temporary substitute for a covered "auto" you own that is out of service because of its:
 - a. Breakdown;
 - b. Repair;
 - c. Servicing;
 - d. "Loss"; or
 - e. Destruction.

SECTION II – LIABILITY COVERAGE

A. Coverage

We will pay all sums an "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, caused by an "accident" and resulting from the ownership, maintenance or use of a covered "auto".

We will also pay all sums an "insured" legally must pay as a "covered pollution cost or expense" to which this insurance applies, caused by an "accident" and resulting from the ownership, maintenance or use of covered "autos". However, we will only pay for the "covered pollution cost or expense" if there is either "bodily injury" or "property damage" to which this insurance applies that is caused by the same "accident".

We have the right and duty to defend any "insured" against a "suit" asking for such damages or a "covered pollution cost or expense". However, we have no duty to defend any "insured" against a "suit" seeking damages for "bodily injury" or "property damage" or a "covered pollution cost or expense" to which this insurance does not apply. We may investigate and settle any claim or "suit" as we consider appropriate. Our duty to defend or settle ends when the Liability Coverage Limit of Insurance has been exhausted by payment of judgments or settlements.

1. Who Is An Insured

The following are "insureds":

- a. You for any covered "auto".
- b. Anyone else while using with your permission a covered "auto" you own, hire or borrow except:
 - (1) The owner or anyone else from whom you hire or borrow a covered "auto". This exception does not apply if the covered "auto" is a "trailer" connected to a covered "auto" you own.
 - (2) Your "employee" if the covered "auto" is owned by that "employee" or a member of his or her household.
 - (3) Someone using a covered "auto" while he or she is working in a business of selling, servicing, repairing, parking or storing "autos" unless that business is yours.
 - (4) Anyone other than your "employees", partners (if you are a partnership), members (if you are a limited liability company), or a lessee or borrower or any of their "employees", while moving property to or from a covered "auto".
 - (5) A partner (if you are a partnership), or a member (if you are a limited liability company) for a covered "auto" owned by him or her or a member of his or her household.

- c. Anyone liable for the conduct of an "insured" described above but only to the extent of that liability.

2. Coverage Extensions

a. Supplementary Payments

In addition to the Limit of Insurance, we will pay for the "insured":

- (1) All expenses we incur.
- (2) Up to \$2,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (3) The cost of bonds to release attachments in any "suit" against the "insured" we defend, but only for bond amounts within our Limit of Insurance.
- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$250 a day because of time off from work.
- (5) All costs taxed against the "insured" in any "suit" against the "insured" we defend.
- (6) All interest on the full amount of any judgment that accrues after entry of the judgment in any "suit" against the "insured" we defend, but our duty to pay interest ends when we have paid, offered to pay or deposited in court the part of the judgment that is within our Limit of Insurance.

b. Out-Of-State Coverage Extensions

While a covered "auto" is away from the state where it is licensed we will:

- (1) Increase the Limit of Insurance for Liability Coverage to meet the limits specified by a compulsory or financial responsibility law of the jurisdiction where the covered "auto" is being used. This extension does not apply to the limit or limits specified by any law governing motor carriers of passengers or property.
- (2) Provide the minimum amounts and types of other coverages, such as no-fault, required of out-of-state vehicles by the jurisdiction where the covered "auto" is being used.

We will not pay anyone more than once for the same elements of loss because of these extensions.

B. Exclusions

This insurance does not apply to any of the following:

1. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the "insured".

2. Contractual

Liability assumed under any contract or agreement.

But this exclusion does not apply to liability for damages:

- a. Assumed in a contract or agreement that is an "insured contract" provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement; or
- b. That the "insured" would have in the absence of the contract or agreement.

3. Workers' Compensation

Any obligation for which the "insured" or the "insured's" insurer may be held liable under any workers' compensation, disability benefits or unemployment compensation law or any similar law.

4. Employee Indemnification And Employer's Liability

"Bodily injury" to:

- a. An "employee" of the "insured" arising out of and in the course of:
 - (1) Employment by the "insured"; or
 - (2) Performing the duties related to the conduct of the "insured's" business; or
- b. The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph a. above.

This exclusion applies:

- (1) Whether the "insured" may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

But this exclusion does not apply to "bodily injury" to domestic "employees" not entitled to workers' compensation benefits or to liability assumed by the "insured" under an "insured contract". For the purposes of the Coverage Form, a domestic "employee" is a person engaged in household or domestic work performed principally in connection with a residence premises.

5. Fellow Employee

"Bodily injury" to any fellow "employee" of the "insured" arising out of and in the course of the fellow "employee's" employment or while performing duties related to the conduct of your business.

6. Care, Custody Or Control

"Property damage" to or "covered pollution cost or expense" involving property owned or transported by the "insured" or in the "insured's" care, custody or control. But this exclusion does not apply to liability assumed under a sidetrack agreement.

7. Handling Of Property

"Bodily injury" or "property damage" resulting from the handling of property:

- a. Before it is moved from the place where it is accepted by the "insured" for movement into or onto the covered "auto"; or
- b. After it is moved from the covered "auto" to the place where it is finally delivered by the "insured".

8. Movement Of Property By Mechanical Device

"Bodily injury" or "property damage" resulting from the movement of property by a mechanical device (other than a hand truck) unless the device is attached to the covered "auto".

9. Operations

"Bodily injury" or "property damage" arising out of the operation of any equipment listed in Paragraphs 6.b. and 6.c. of the definition of "mobile equipment".

10. Completed Operations

"Bodily injury" or "property damage" arising out of your work after that work has been completed or abandoned.

In this exclusion, your work means:

- a. Work or operations performed by you or on your behalf; and
- b. Materials, parts or equipment furnished in connection with such work or operations.

Your work includes warranties or representations made at any time with respect to the fitness, quality, durability or performance of any of the items included in Paragraphs a. or b. above.

Your work will be deemed completed at the earliest of the following times:

- (1) When all of the work called for in your contract has been completed.

- (2) When all of the work to be done at the site has been completed if your contract calls for work at more than one site.

- (3) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

11. Pollution

"Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

- a. That are, or that are contained in any property that is:

- (1) Being transported or towed by, handled, or handled for movement into, onto or from, the covered "auto";
- (2) Otherwise in the course of transit by or on behalf of the "insured"; or
- (3) Being stored, disposed of, treated or processed in or upon the covered "auto";

- b. Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by the "insured" for movement into or onto the covered "auto"; or

- c. After the "pollutants" or any property in which the "pollutants" are contained are moved from the covered "auto" to the place where they are finally delivered, disposed of or abandoned by the "insured".

Paragraph a. above does not apply to fuels, lubricants, fluids, exhaust gases or other similar "pollutants" that are needed for or result from the normal electrical, hydraulic or mechanical functioning of the covered "auto" or its parts, if:

- (1) The "pollutants" escape, seep, migrate, or are discharged, dispersed or released directly from an "auto" part designed by its manufacturer to hold, store, receive or dispose of such "pollutants"; and
- (2) The "bodily injury", "property damage" or "covered pollution cost or expense" does not arise out of the operation of any equipment listed in Paragraphs 6.b. and 6.c. of the definition of "mobile equipment".

Paragraphs b. and c. above of this exclusion do not apply to "accidents" that occur away from premises owned by or rented to an "insured" with respect to "pollutants" not in or upon a covered "auto" if:

- (1) The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of a covered "auto"; and
- (2) The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage.

12. War

"Bodily injury" or "property damage" due to war, whether or not declared, or any act or condition incident to war. War includes civil war, insurrection, rebellion or revolution. This exclusion applies only to liability assumed under a contract or agreement.

13. Racing

Covered "autos" while used in any professional or organized racing or demolition contest or stunting activity, or while practicing for such contest or activity. This insurance also does not apply while that covered "auto" is being prepared for such a contest or activity.

C. Limit Of Insurance

Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for the total of all damages and "covered pollution cost or expense" combined, resulting from any one "accident" is the Limit of Insurance for Liability Coverage shown in the Declarations.

All "bodily injury", "property damage" and "covered pollution cost or expense" resulting from continuous or repeated exposure to substantially the same conditions will be considered as resulting from one "accident".

No one will be entitled to receive duplicate payments for the same elements of "loss" under this Coverage Form and any Medical Payments Coverage Endorsement, Uninsured Motorists Coverage Endorsement or Underinsured Motorists Coverage Endorsement attached to this Coverage Part.

SECTION III – PHYSICAL DAMAGE COVERAGE

A. Coverage

1. We will pay for "loss" to a covered "auto" or its equipment under:

a. Comprehensive Coverage

From any cause except:

- (1) The covered "auto's" collision with another object; or
- (2) The covered "auto's" overturn.

b. Specified Causes Of Loss Coverage

Caused by:

- (1) Fire, lightning or explosion;
- (2) Theft;
- (3) Windstorm, hail or earthquake;
- (4) Flood;
- (5) Mischief or vandalism; or
- (6) The sinking, burning, collision or derailment of any conveyance transporting the covered "auto".

c. Collision Coverage

Caused by:

- (1) The covered "auto's" collision with another object; or
- (2) The covered "auto's" overturn.

2. Towing

We will pay up to the limit shown in the Declarations for towing and labor costs incurred each time a covered "auto" of the private passenger type is disabled. However, the labor must be performed at the place of disablement.

3. Glass Breakage – Hitting A Bird Or Animal – Falling Objects Or Missiles

If you carry Comprehensive Coverage for the damaged covered "auto", we will pay for the following under Comprehensive Coverage:

- a. Glass breakage;
- b. "Loss" caused by hitting a bird or animal; and
- c. "Loss" caused by falling objects or missiles.

However, you have the option of having glass breakage caused by a covered "auto's" collision or overturn considered a "loss" under Collision Coverage.

4. Coverage Extensions

a. Transportation Expenses

We will pay up to \$20 per day to a maximum of \$600 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

b. Loss Of Use Expenses

For Hired Auto Physical Damage, we will pay expenses for which an "insured" becomes legally responsible to pay for loss of use of a vehicle rented or hired without a driver, under a written rental contract or agreement. We will pay for loss of use expenses if caused by:

- (1) Other than collision only if the Declarations indicate that Comprehensive Coverage is provided for any covered "auto";
- (2) Specified Causes Of Loss only if the Declarations indicate that Specified Causes Of Loss Coverage is provided for any covered "auto"; or
- (3) Collision only if the Declarations indicate that Collision Coverage is provided for any covered "auto".

However, the most we will pay for any expenses for loss of use is \$20 per day, to a maximum of \$600.

B. Exclusions

1. We will not pay for "loss" caused by or resulting from any of the following. Such "loss" is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the "loss".

a. Nuclear Hazard

- (1) The explosion of any weapon employing atomic fission or fusion; or
- (2) Nuclear reaction or radiation, or radioactive contamination, however caused.

b. War Or Military Action

- (1) War, including undeclared or civil war;
 - (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
 - (3) Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.
2. We will not pay for "loss" to any covered "auto" while used in any professional or organized racing or demolition contest or stunting activity, or while practicing for such contest or activity. We will also not pay for "loss" to any covered "auto" while that covered "auto" is being prepared for such a contest or activity.
 3. We will not pay for "loss" caused by or resulting from any of the following unless caused by other "loss" that is covered by this insurance:
 - a. Wear and tear, freezing, mechanical or electrical breakdown.
 - b. Blowouts, punctures or other road damage to tires.
 4. We will not pay for "loss" to any of the following:
 - a. Tapes, records, discs or other similar audio, visual or data electronic devices designed for use with audio, visual or data electronic equipment.
 - b. Any device designed or used to detect speed measuring equipment such as radar or laser detectors and any jamming apparatus intended to elude or disrupt speed measurement equipment.
 - c. Any electronic equipment, without regard to whether this equipment is permanently installed, that receives or transmits audio, visual or data signals and that is not designed solely for the reproduction of sound.
 - d. Any accessories used with the electronic equipment described in Paragraph c. above.

Exclusions 4.c. and 4.d. do not apply to:

- a. Equipment designed solely for the reproduction of sound and accessories used with such equipment, provided such equipment is permanently installed in the covered "auto" at the time of the "loss" or such equipment is removable from a housing unit which is permanently installed in the covered "auto" at the time of the "loss", and such equipment is designed to be solely operated by use of the power from the "auto's" electrical system, in or upon the covered "auto"; or
 - b. Any other electronic equipment that is:
 - (1) Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto's" operating system; or
 - (2) An integral part of the same unit housing any sound reproducing equipment described in a. above and permanently installed in the opening of the dash or console of the covered "auto" normally used by the manufacturer for installation of a radio.
5. We will not pay for "loss" to a covered "auto" due to "diminution in value".

C. Limit Of Insurance

1. The most we will pay for "loss" in any one "accident" is the lesser of:
 - a. The actual cash value of the damaged or stolen property as of the time of the "loss"; or
 - b. The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.
2. An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total "loss".
3. If a repair or replacement results in better than like kind or quality, we will not pay for the amount of the betterment.

D. Deductible

For each covered "auto", our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by the applicable deductible shown in the Declarations. Any Comprehensive Coverage deductible shown in the Declarations does not apply to "loss" caused by fire or lightning.

SECTION IV – BUSINESS AUTO CONDITIONS

The following conditions apply in addition to the Common Policy Conditions:

A. Loss Conditions

1. Appraisal For Physical Damage Loss

If you and we disagree on the amount of "loss", either may demand an appraisal of the "loss". In this event, each party will select a competent appraiser. The two appraisers will select a competent and impartial umpire. The appraisers will state separately the actual cash value and amount of "loss". If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:

- a. Pay its chosen appraiser; and
- b. Bear the other expenses of the appraisal and umpire equally.

If we submit to an appraisal, we will still retain our right to deny the claim.

2. Duties In The Event Of Accident, Claim, Suit Or Loss

We have no duty to provide coverage under this policy unless there has been full compliance with the following duties:

- a. In the event of "accident", claim, "suit" or "loss", you must give us or our authorized representative prompt notice of the "accident" or "loss". Include:
 - (1) How, when and where the "accident" or "loss" occurred;
 - (2) The "insured's" name and address; and
 - (3) To the extent possible, the names and addresses of any injured persons and witnesses.
- b. Additionally, you and any other involved "insured" must:
 - (1) Assume no obligation, make no payment or incur no expense without our consent, except at the "insured's" own cost.
 - (2) Immediately send us copies of any request, demand, order, notice, summons or legal paper received concerning the claim or "suit".
 - (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit".
 - (4) Authorize us to obtain medical records or other pertinent information.

- (5) Submit to examination, at our expense, by physicians of our choice, as often as we reasonably require.
- c. If there is "loss" to a covered "auto" or its equipment you must also do the following:
 - (1) Promptly notify the police if the covered "auto" or any of its equipment is stolen.
 - (2) Take all reasonable steps to protect the covered "auto" from further damage. Also keep a record of your expenses for consideration in the settlement of the claim.
 - (3) Permit us to inspect the covered "auto" and records proving the "loss" before its repair or disposition.
 - (4) Agree to examinations under oath at our request and give us a signed statement of your answers.

3. Legal Action Against Us

No one may bring a legal action against us under this Coverage Form until:

- a. There has been full compliance with all the terms of this Coverage Form; and
- b. Under Liability Coverage, we agree in writing that the "insured" has an obligation to pay or until the amount of that obligation has finally been determined by judgment after trial. No one has the right under this policy to bring us into an action to determine the "insured's" liability.

4. Loss Payment – Physical Damage Coverages

At our option we may:

- a. Pay for, repair or replace damaged or stolen property;
- b. Return the stolen property, at our expense. We will pay for any damage that results to the "auto" from the theft; or
- c. Take all or any part of the damaged or stolen property at an agreed or appraised value.

If we pay for the "loss", our payment will include the applicable sales tax for the damaged or stolen property.

5. Transfer Of Rights Of Recovery Against Others To Us

If any person or organization to or for whom we make payment under this Coverage Form has rights to recover damages from another, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after "accident" or "loss" to impair them.

B. General Conditions

1. Bankruptcy

Bankruptcy or insolvency of the "insured" or the "insured's" estate will not relieve us of any obligations under this Coverage Form.

2. Concealment, Misrepresentation Or Fraud

This Coverage Form is void in any case of fraud by you at any time as it relates to this Coverage Form. It is also void if you or any other "insured", at any time, intentionally conceal or misrepresent a material fact concerning:

- a. This Coverage Form;
- b. The covered "auto";
- c. Your interest in the covered "auto"; or
- d. A claim under this Coverage Form.

3. Liberalization

If we revise this Coverage Form to provide more coverage without additional premium charge, your policy will automatically provide the additional coverage as of the day the revision is effective in your state.

4. No Benefit To Bailee – Physical Damage Coverages

We will not recognize any assignment or grant any coverage for the benefit of any person or organization holding, storing or transporting property for a fee regardless of any other provision of this Coverage Form.

5. Other Insurance

a. For any covered "auto" you own, this Coverage Form provides primary insurance. For any covered "auto" you don't own, the insurance provided by this Coverage Form is excess over any other collectible insurance. However, while a covered "auto" which is a "trailer" is connected to another vehicle, the Liability Coverage this Coverage Form provides for the "trailer" is:

- (1) Excess while it is connected to a motor vehicle you do not own.
- (2) Primary while it is connected to a covered "auto" you own.

b. For Hired Auto Physical Damage Coverage, any covered "auto" you lease, hire, rent or borrow is deemed to be a covered "auto" you own. However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

c. Regardless of the provisions of Paragraph a. above, this Coverage Form's Liability Coverage is primary for any liability assumed under an "insured contract".

- d. When this Coverage Form and any other Coverage Form or policy covers on the same basis, either excess or primary, we will pay only our share. Our share is the proportion that the Limit of Insurance of our Coverage Form bears to the total of the limits of all the Coverage Forms and policies covering on the same basis.

6. Premium Audit

- a. The estimated premium for this Coverage Form is based on the exposures you told us you would have when this policy began. We will compute the final premium due when we determine your actual exposures. The estimated total premium will be credited against the final premium due and the first Named Insured will be billed for the balance, if any. The due date for the final premium or retrospective premium is the date shown as the due date on the bill. If the estimated total premium exceeds the final premium due, the first Named Insured will get a refund.
- b. If this policy is issued for more than one year, the premium for this Coverage Form will be computed annually based on our rates or premiums in effect at the beginning of each year of the policy.

7. Policy Period, Coverage Territory

Under this Coverage Form, we cover "accidents" and "losses" occurring:

- a. During the policy period shown in the Declarations; and
- b. Within the coverage territory.
The coverage territory is:
 - a. The United States of America;
 - b. The territories and possessions of the United States of America;
 - c. Puerto Rico;
 - d. Canada; and
 - e. Anywhere in the world if:
 - (1) A covered "auto" of the private passenger type is leased, hired, rented or borrowed without a driver for a period of 30 days or less; and
 - (2) The "insured's" responsibility to pay damages is determined in a "suit" on the merits, in the United States of America, the territories and possessions of the United States of America, Puerto Rico, or Canada or in a settlement we agree to.

We also cover "loss" to, or "accidents" involving, a covered "auto" while being transported between any of these places.

8. Two Or More Coverage Forms Or Policies Issued By Us

If this Coverage Form and any other Coverage Form or policy issued to you by us or any company affiliated with us apply to the same "accident", the aggregate maximum Limit of Insurance under all the Coverage Forms or policies shall not exceed the highest applicable Limit of Insurance under any one Coverage Form or policy. This condition does not apply to any Coverage Form or policy issued by us or an affiliated company specifically to apply as excess insurance over this Coverage Form.

SECTION V – DEFINITIONS

- A. "Accident" includes continuous or repeated exposure to the same conditions resulting in "bodily injury" or "property damage".
- B. "Auto" means a land motor vehicle, "trailer" or semitrailer designed for travel on public roads but does not include "mobile equipment".
- C. "Bodily injury" means bodily injury, sickness or disease sustained by a person including death resulting from any of these.
- D. "Covered pollution cost or expense" means any cost or expense arising out of:

- 1. Any request, demand, order or statutory or regulatory requirement; or
- 2. Any claim or "suit" by or on behalf of a governmental authority demanding

that the "insured" or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants".

"Covered pollution cost or expense" does not include any cost or expense arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

- a. That are, or that are contained in any property that is:
 - (1) Being transported or towed by, handled, or handled for movement into, onto or from the covered "auto";
 - (2) Otherwise in the course of transit by or on behalf of the "insured";
 - (3) Being stored, disposed of, treated or processed in or upon the covered "auto";

- b. Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by the "insured" for movement into or onto the covered "auto"; or
- c. After the "pollutants" or any property in which the "pollutants" are contained are moved from the covered "auto" to the place where they are finally delivered, disposed of or abandoned by the "insured".

Paragraph a. above does not apply to fuels, lubricants, fluids, exhaust gases or other similar "pollutants" that are needed for or result from the normal electrical, hydraulic or mechanical functioning of the covered "auto" or its parts, if:

- (1) The "pollutants" escape, seep, migrate, or are discharged, dispersed or released directly from an "auto" part designed by its manufacturer to hold, store, receive or dispose of such "pollutants"; and
- (2) The "bodily injury", "property damage" or "covered pollution cost or expense" does not arise out of the operation of any equipment listed in Paragraphs 6.b. or 6.c. of the definition of "mobile equipment".

Paragraphs b. and c. above do not apply to "accidents" that occur away from premises owned by or rented to an "insured" with respect to "pollutants" not in or upon a covered "auto" if:

- (1) The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of a covered "auto"; and
- (2) The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage.

- E. "Diminution in value" means the actual or perceived loss in market value or resale value which results from a direct and accidental "loss".
- F. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
- G. "Insured" means any person or organization qualifying as an insured in the Who Is An Insured provision of the applicable coverage. Except with respect to the Limit of Insurance, the coverage afforded applies separately to each insured who is seeking coverage or against whom a claim or "suit" is brought.

H. "Insured contract" means:

- 1. A lease of premises;
- 2. A sidetrack agreement;
- 3. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
- 4. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- 5. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another to pay for "bodily injury" or "property damage" to a third party or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement;
- 6. That part of any contract or agreement entered into, as part of your business, pertaining to the rental or lease, by you or any of your "employees", of any "auto". However, such contract or agreement shall not be considered an "insured contract" to the extent that it obligates you or any of your "employees" to pay for "property damage" to any "auto" rented or leased by you or any of your "employees".

An "insured contract" does not include that part of any contract or agreement:

- a. That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, roadbeds, tunnel, underpass or crossing; or
- b. That pertains to the loan, lease or rental of an "auto" to you or any of your "employees", if the "auto" is loaned, leased or rented with a driver; or
- c. That holds a person or organization engaged in the business of transporting property by "auto" for hire harmless for your use of a covered "auto" over a route or territory that person or organization is authorized to serve by public authority.
- I. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".
- J. "Loss" means direct and accidental loss or damage.

- K. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:
1. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
 2. Vehicles maintained for use solely on or next to premises you own or rent;
 3. Vehicles that travel on crawler treads;
 4. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
 - a. Power cranes, shovels, loaders, diggers or drills; or
 - b. Road construction or resurfacing equipment such as graders, scrapers or rollers.
 5. Vehicles not described in Paragraphs 1., 2., 3., or 4. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
 - a. Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
 - b. Cherry pickers and similar devices used to raise or lower workers.
 6. Vehicles not described in Paragraphs 1., 2., 3., or 4. above maintained primarily for purposes other than the transportation of persons or cargo. However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":
 - a. Equipment designed primarily for:
 - (1) Snow removal;
 - (2) Road maintenance, but not construction or resurfacing; or
 - (3) Street cleaning;
 - b. Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
 - c. Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting or well servicing equipment.
- L. "Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
- M. "Property damage" means damage to or loss of use of tangible property.
- N. "Suit" means a civil proceeding in which:
 1. Damages because of "bodily injury" or "property damage"; or
 2. A "covered pollution cost or expense", to which this insurance applies, are alleged.
 "Suit" includes:
 - a. An arbitration proceeding in which such damages or "covered pollution costs or expenses" are claimed and to which the "insured" must submit or does submit with our consent; or
 - b. Any other alternative dispute resolution proceeding in which such damages or "covered pollution costs or expenses" are claimed and to which the insured submits with our consent.
- O. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.
- P. "Trailer" includes semitrailer.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT-CALIFORNIA

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be 2% of the California workers' compensation premium otherwise due on such remuneration.

Schedule**Person or Organization****Job Description**

Any person or organization for which you have agreed to waive your rights of recovery in a written contract, provided such contract was executed prior to date of loss.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 02/01/2013 Policy No. EQB0201324 Endorsement No. 000
Insured RINCON CONSULTANTS INC
Insurance Company QBE INSURANCE CORPORATION

Countersigned By _____

EQB0201324 20130201 000

BOARD AGENDA ITEM

Name of Contributor: Janet Penanhoat

Date of Meeting: 8/22/18

- STUDY SESSION _____
- CLOSED SESSION _____
- SECTION A-1: PRELIMINARY _____
- SECTION A-II: REPORTS _____
- SECTION B: HEARINGS _____
- SECTION C: CONSENT AGENDA _____

- Agreement Category:
- _____ Academic
 - _____ Enrichment
 - _____ Special Education
 - _____ Support Services
 - _____ Personnel
 - _____ Legal
 - X Facilities

- SECTION D: ACTION _____
- SECTION F: BOARD POLICIES 1st Reading _____ 2nd Reading _____

Approval of Contractor Contingency Allocation No. 002 to the Marshall New Classroom Building Project’s Contractor Contingency for an increase of cost for the Work associated with the Project (Penanhoat/Fateh/CFW)

The Oxnard School District (“District”) Board of Trustees (“Board”) Facilities Implementation Plan first adopted in January 2013, calls for the construction of the new classroom building at Marshall School (“Project”). The Project includes the construction of a new school building at the existing Marshall School site.

During the Regular Meeting of August 23, 2017, the Board of Trustees Approved Item C-12, the Construction Services Agreement between the Oxnard School District and Bernards for the Project. During that Meeting, the inclusion of a Three Hundred Forty-Five Thousand Nine Hundred Thirty-Two Dollars and No Cents (\$345,932.00) 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. 002 provides for the Board’s approval of eight (8) items of cost agreed to in writing by the Contractor and District to be drawn from the Contractor Contingency. Contractor Contingency Allocation No. 002 will not increase Contract Time.

FISCAL IMPACT

Contractor Contingency Allocation No. 002 will be a **COST** to the Contractor Contingency line item of the GMP Construction Services Agreement in the amount of **Twenty-One Thousand Three Hundred Ninety Nine Dollars and No Cents (\$21,399.00)** to be paid out of the Master Construct and Implementation Funds.

The Contractor Contingency is included within the approved total of the Construction Services Agreement for the Marshall New Classroom Building Project. The remaining Contractor Contingency balance after Allocation No. 002 will be Two Hundred Ninety One Thousand Eight Hundred Nineteen Dollars and No Cents (\$291,819.00).

RECOMMENDATION

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Facilities, in conjunction with Caldwell Flores Winters, Inc., that the Board of Trustees approve Contingency Allocation No. 002 to Construction Services Agreement #17-117 with Bernards, for additional items of Work related to the Marshall New Classroom Building Project.

ADDITIONAL MATERIAL

Attached:

- *Contractor Contingency Allocation No. 002, Bernards (2 Pages)*
- *CAR No. 1 (6 Pages)*
- *CAR No. 5 (12 Pages)*
- *CAR No. 6 (4 Pages)*
- *CAR No. 16 (6 Pages)*
- *CAR No. 18 (21 Pages)*
- *CAR No. 21 (19 Pages)*
- *CAR No. 22 (10 Pages)*
- *CAR No. 30R1 (6 Pages)*
- *Construction Services Agreement # 17-117 (115 Pages)*



CONTRACTOR CONTINGENCY ALLOCATION APPROVAL

Date: August 22, 2018

CONTRACTOR CONTINGENCY ALLOCATION NO. 002

PROJECT: MARSHALL NEW CLASSROOM BUILDING
O.S.D. BID No. N/A
O.S.D. Agreement No.17-117

OWNER: Oxnard School District
 1051 South A Street
 Oxnard, CA. 93030

ARCHITECT CSDA Design Group
 4061 Glencoe Ave., Suite B
 Marina Del Rey, CA 90292

CONTRACTOR:

Bernards Bros. Inc.
555 First Street
San Fernando, CA 91340
Attn: Carl Magness

Architects Proj. No.: 1534.01
D.S.A. File No.: 56-22
D.S.A. App. No.: 03-116806

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	\$	345,932.00
NET CHANGE – ALL PREVIOUS CONTRACTOR CONTINGENCY ALLOCATION	\$	32,714.00
ADJUSTED CONTINGENCY SUM	\$	313,218.00
NET CHANGE	\$	21,399.00
<hr/>		
Total Contingency Allocations to Date:	\$	(54,113.00)
ADJUSTED CONTRACTOR CONTINGENCY SUM THROUGH NO.: 002.....	\$	291,819.00

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.	CAR No. 1 – Block outs for footings due to delay in response of CCD11 & CCD12, per direction of CFW to install block outs to maintain schedule			\$1,638	
2.	CAR No. 5 – RFI 59 Install 6" gate valve – Fire line			\$1,995	
3.	CAR No. 6 – RFI 80 Provide ¾" heavy cut plate washers for hold downs		\$1,100		
4.	CAR No. 16 – New Coaches office and locker room				\$1,658
5.	CAR No. 18 RFI 128 – Provide/ Install HD 19 in lieu of HDU			\$1,349	
6.	CAR No. 21 – CCD 11 Concrete work - (12) electrical conduits with sleeves varying from 1"-4" dia. Penetrating through the concrete stem wall of footing to the electrical room106. Step footings added.			\$3,069	
7.	CAR No. 22 – Inspector inquiry #20 – Provided thickened curbs at columns locations per sketch SSK-IRI020-01			\$10,228	
8.	CAR No. 30R1 RFI 186 – Schlage Mortise Cylinger for Elevator				\$362
	Totals		\$1,100	\$18,279	\$2,020

Total Contractor Contingency Allocation Approval No. 002 \$ 21,399.00

**NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND ASST. SUPERINTENDENT OR PURCHASING DIRECTOR*

APPROVAL (REQUIRED):

ARCHITECT: _____

DATE: _____

CONTRACTOR: _____

DATE: _____

RECOMMENDED FOR APPROVAL:

ASSISTANT SUPERINTENDENT, BUSINESS AND FISCAL SERVICES

DATE: _____

APPROVAL (REQUIRED):

PURCHASING DIRECTOR: _____

DATE: _____



CONTINGENCY ALLOCATION REQUEST

Project: Marshall Elementary - New 6-8 Classroom Bldg.

CAR No. 1 R0

Date: 1/25/2018

DESCRIPTION OF WORK

Block outs for footings due to delay in response of CCD11 and 12, per direction of CFW to install block outs to maintain schedule.

SUMMARY OF ALLOCATIONS

Item Description	Company	Amount Requested
Contractual Costs		
Contingency Allocation		-1,638
	Subtotal:	-1,638

SUMMARY OF ALLOCATIONS

Item Description	Company	Amount Requested
Subcontract Costs		
Block outs for footings	Santa Clarita Concrete	1,638
	Subtotal:	1,638

Total Change Order Request Amount 0

ACKNOWLEDGEMENT

Oxnard School District

Bernards Bros. Inc.

Signature

Rebecca Miller

Signature

Printed Name & Title

Rebecca Miller, Project Manager

Printed Name & Title

Date

7/31/18

Date

Jose R. Arce
Jose R. Arce, CCD A
7/30/18

[Signature] *7/31/18*



April 25, 2018

Scott Burkett
CFW, Inc.
1901 S. Victoria Avenue, #106
Oxnard, CA 93036

Reference: Change order request 01 – Block outs for Footings
Marshall Elementary School New Classroom Building

Dear Scott,

Change order request 01, for the block out for footings came about due to pending CCD 11 and CCD 12 approval as well as pending weather, per direction of CFW to proceed with the install of block outs at footings to maintain schedule. Bernards scheduled the concrete pour of the footings to be completed before the rain came in. Bernards used block outs at areas of the footings that was yet to be approved. The block outs were necessary to protect work in place as well as to prevent delays.

CCD 11 and 12 approval came after the block out were in place and pouring was already in progress.

Sincerely,

Rebecca Miller
Project Manager

A handwritten signature in blue ink that reads 'Rebecca Miller'.

CC: Jennifer Maclsaac – CFW
Carl Magness – BB
File

CCD 12



16164 Sierra Highway
Santa Clarita, CA 91390
Phone 661.252.2012
Fax 661.298.4585
CA License No. 381605

CHANGE ORDER REQUEST

COR	SCC-003
P&O	15.00%
SUB P&O	5.00%
BOND	1.00%
REVISION	Original submission

PROJECT	Marshall Elementary School
OWNER/REP	Bernards Brothers
ATTN	Rebecca
DATE	1/15/18
REFERENCE	Footing block outs

NARRATIVE FOR CHANGE ORDER REQUEST
 Provide labor, equipment and materials to provide additional work as referenced in this change order request: Provide and install block outs at footings in case they were required to ensure that the footings were poured prior to inclement weather.

REF	DESCRIPTION	LOC	DATE	CATEGORY	TYPE	R/OT	QTY	UNIT	RATE	TOTAL
As necessary	build/remove block outs	elevator pit	12/7/17	Carpenter	Foereman	R	8	Ea	\$93.10	\$744.82
As necessary	build/remove block outs	elevator pit	12/7/17	Carpenter	Journeyman	R	8	Ea	\$84.96	\$679.71

EXCLUSIONS/QUALIFICATIONS
 Additional work for this scope may be outstanding on other tickets and/or COR's
 This COR may not include all work for this scope.
 This COR only includes the work and quantities listed.
 This COR may impact the completion schedule - see below
EXTENSION OF CONTRACT DURATION--> 5 DAYS

SUB-TOTAL	\$1,424.54
P&O	\$213.68
TOTAL FOR THIS COR	\$1,638.22

Rebecca Miller

From: Jennifer Maclsaac <jmaclsaac@cfwinc.com>
Sent: Friday, May 04, 2018 4:24 PM
To: Rebecca Miller; 'Jose R. Arche'
Cc: Yvonne Gross
Subject: RE: Marshall ES Change order 2, 5 & 6

Rebecca,

Please see comments below. Let's have a meeting Thursday to go over Change Orders that are still unresolved. We can do it before or after the regular meeting. Jose, I would like you to attend.

Thanks,

Jennifer

From: Rebecca Miller <RMiller@bernards.com>
Sent: Wednesday, April 25, 2018 2:39 PM
To: 'Jose R. Arche' <jarche@csdadesigngroup.com>; Jennifer Maclsaac <jmaclsaac@cfwinc.com>
Cc: Yvonne Gross <ygross@csdadesigngroup.com>
Subject: RE: Marshall ES Change order 2, 5 & 6

Good Afternoon,

CO #1 – See attached with narrative. **Approved** ✓
CO #2 - There are no requirements in the plans or specs that indicate lined ceiling cans be installed for registers, that do not have the proper clearances to install a full radius flex duct. This change order is only for furnishing/installing the ceiling cans. **I am not fully understanding your response. The objection is that there are cans in the plans, yet no credit was given for these, either in labor or materials.**
CO #5 – See attached with additional back up as requested. **Approved**
CO #11 - The shop drawing hours is for the additional time that had to spend to re-layout the AC Units and provide the proper service/maintenance clearances, due to the MEOR not showing the power exhausts on the original design. **I asked for a cut sheet of the additional materials supplied – I still need this. Also include unit pricing, not lump sum. Jose – your mechanical engineer needs to provide a detailed rebuttal to these costs. Please bring to the meeting on Thursday. This is VERY high and I will not approve until costs are completely vetted and justified.**
CO #12 – See attached with RFI 102 as back up. **Confused about Damar's back-up. They show costs of \$3,133.41 but are claiming costs of \$2,169.00. Please explain at the meeting.**

I am needing information for one more change order I will work on getting to you ASAP. I will also be sending over several more. Let me know if you need any additional information or have any questions pertaining to the above.

Thank you
Rebecca Miller

From: Jose R. Arche [<mailto:jarche@csdadesigngroup.com>]
Sent: Wednesday, April 11, 2018 5:16 PM
To: Jennifer Maclsaac <jmaclsaac@cfwinc.com>; Rebecca Miller <RMiller@bernards.com>

Cc: Yvonne Gross <ygross@csdadesigngroup.com>

Subject: FW: Marshall ES Change order 2, 5 & 6

Jenifer,

2. C.O. #2: Deduct labor that was allocated to install original ducted connections from the labor cost. Labor should not be part of cost, installation is still part of round or side.

5. C.O. #5: Provide gate valve cut sheet showing price. Agree

6. C.O. #6: Provide cut sheets for washers showing price. Locate hold down embeds where washers were used on the plans. Washer were and is part of the CD set and quantities did change. Re look !

Thank You,

Jose Arche | Designer IV

CSDA Design Group

889 N. Douglas Street, Suite 100, El Segundo, CA 90245

|T| 310.301.4767

jarche@csdadesigngroup.com | www.csdadesigngroup.com

From: Jose R. Arche

Sent: Wednesday, April 11, 2018 3:06 PM

To: 'Jennifer Maclsaac' <jmaclsaac@cfwinc.com>

Cc: Yvonne Gross <ygross@csdadesigngroup.com>

Subject: RE: Marshall ES Change order 11 - 17

Jennifer,

See my comment below.

For CO 011, MEOR said Preparing shop drawings are part of scope of work, in addition it appears the requested amount is high.

Thank You,

Jose Arche | Designer IV

CSDA Design Group

889 N. Douglas Street, Suite 100, El Segundo, CA 90245

|T| 310.301.4767

jarche@csdadesigngroup.com | www.csdadesigngroup.com

From: Jennifer Maclsaac <jmaclsaac@cfwinc.com>

Sent: Monday, April 02, 2018 2:50 PM

To: Rebecca Miller <RMiller@bernards.com>; Jose R. Arche <jarche@csdadesigngroup.com>

Cc: Sahithya Mavillapalli (smavillapalli@bernards.com) <smavillapalli@bernards.com>

Subject: RE: Marshall ES Change order 11 - 17

Rebecca,

Per our discussion at the last jobsite meeting, I have reviewed Change Orders 1-8 & 13-16. Here are my comments:

1. C.O. #1: Provide a short narrative explaining why this work was required. Foreman hours to cut by ½
2. C.O. #2: Deduct labor that was allocated to install original ducted connections from the labor cost.
3. C.O. #3: No Comment OK
4. C.O. #4: Include CCD 08 for reference. The marked up, superseded steel breakdown should not be included. Labor should show hourly rate and title of workman and be type written. 53 locations should be a typewritten part of the breakdown, not a note. Jose to verify 53 locations.
Per CCD 18 shows only 18 location, hours/labor/rate, let get also SEOR input if this was outside to facilitate means n methods.
5. C.O. #5: Provide gate valve cut sheet showing price.
6. C.O. #6: Provide cut sheets for washers showing price. Locate hold down embeds where washers were used on the plans.
7. C.O. #7: Provide an unpixelated plan showing where stepped footings occur - number 1-7 for clarity. Break down lump sum cost into labor vs material. Labor should be hours spent and worker classification subtotal. Foreman n journeyman have same hours?
8. C.O. #8: Doors omitted as part of locker room revision - this change order is void. OMIT
9. C.O. #13: Attach CCD 12 for back up. agree
10. C.O. #14: Attach CCD 8 for back up. agree
11. C.O. #15: Attach CCD 11 & 12 for back up. agree
12. C.O. #16: Attach RFIs, etc. that caused additional work to be generated. Need back up not a big cost but?

Jose - Please review and add your comments ASAP

Thanks,

Jennifer

-----Original Message-----

From: Rebecca Miller <RMiller@bernards.com>

Sent: Thursday, March 22, 2018 9:48 AM

To: Jennifer MacIsaac <jmaclsaac@cfwinc.com>; 'Jose R. Arche' <jarche@csdadesigngroup.com>

Subject: RE: Marshall ES Change order 11 - 17

Good Morning,

Please see attached change order 11 through 17, on the Marshall ES project for your review. Let me know if you need any additional information.

Thank you

Rebecca Miller
Project Manager
Marshall Elementary School

An Employee Owned Company

2900 Thurgood Marshall Dr | Oxnard, CA 93033 T 818.898.1521 | C 805.394.9471 rmiller@bernards.com | www.bernards.com



CONTINGENCY ALLOCATION REQUEST

Project: Marshall Elementary - New 6-8 Classroom Bldg.

CAR No. 5 R0

Date: 1/25/2018

DESCRIPTION OF WORK

Per RFI 59 - Install 6" gate valve - Fire Line

SUMMARY OF ALLOCATIONS

Item Description	Company	Amount Requested
Contractual Costs		
Contingency Allocation		-1,995
	Subtotal:	-1,995

SUMMARY OF ALLOCATIONS

Item Description	Company	Amount Requested
Subcontract Costs		
	Sam Hill & Sons Inc	1,995
	Subtotal:	1,995
Total Change Order Request Amount		0

ACKNOWLEDGEMENT

Oxnard School District

Bernards Bros. Inc.

Signature

Rebecca Miller

Signature

Printed Name & Title

Rebecca Miller Project Manager

Printed Name & Title

Date

7/31/18

Date

Jose R. Arce
JOSE R. ARCE, CSP A
7-30-18

[Signature] 7/31/18



June 6, 2018

Scott Burkett
CFW, Inc.
1901 S. Victoria Avenue, #106
Oxnard, CA 93036

Reference: Change order request 05 – Per RFI 57 Install 6" gate Valve
Marshall Elementary School New Classroom Building

Dear Scott,

Change order request 05; per RFI 59, Plan sheet C-401 notes 30 and 33 indicate tie into existing 12" water main for a 6" fire service to building. A gate valve is needed at POC for isolation, testing and chlorination. This gate valve is not shown on the plans to be installed.

Sincerely,

A handwritten signature in blue ink that reads "Rebecca Miller".

Rebecca Miller
Project Manager

CC: Jennifer Maclsaac – CFW
Carl Magness – BB
File



P.O. BOX 5670
 VENTURA, CA 93005
 License No. 648594

Phone: (805) 644-6278
 Fax: (805) 644-2813
 Website: samhillandsons.com

REQUEST FOR CHANGE ORDER (RFC): 4

Date: 01/19/18

Contract Number: 1641.001

Customer: Bernards

Project Name: Marshall School Oxnard

SH&S Job Number: 4597.17

	ITEM	QUANTITY	UNIT	UNIT PRICE	SUBTOTAL
1	Install 6" Gate Valve - Fire line	1	LS	\$ 1,995.00	\$ 1,995.00
2					
3					
4					
5					
6					

TOTAL FOR THIS REQUEST FOR CHANGE: \$ 1,995.00

Reason for Change: This RFC is for installing a gate valve at the fire line tie-in at the west end of the project. The plans omitted an isolation valve but upon review it was deemed necessary to install. Price includes valve material, labor and appurtenant material to furnish complete.

Submitted By: Steve Moreno

Date: 1/19/2018

Approved By: _____

Date: _____



Lic. # 648594

P.O. Box 5670
 Ventura, CA 93005
 Phone: (805) 644-6278
 Fax: (805) 644-2813

Cost Detail With Pricing and Categories

Project Name: Marshall Elementary School New Grade 6-8 Classroom Bldg	Customer: Bernards Brothers Inc.
Job Number: 4597.17	Billing Address: 555 First Street
Bid As: Subcontractor	San Fernando, CA 91340
Estimator: Bobby Cardoza	Phone: (818) 898-1521
Project Address: 2900 Thurgood Marshall Dr, Oxnard, CA	Contact: Rob Sitton
Completion Date:	

Pay Items

Description	Quantity	UM	Unit Direct Cost	Total Direct Cost	Unit Price	Total Price	Markup Percent		
D 19 - RFC#4 Add 6" Gate Valve To Fireline	1.00	LS	\$1,734.22	\$1,734.22	\$1,995.00	\$1,995.00	15.04%		
			<u>Labor</u>	<u>Equipment</u>	<u>Material</u>	<u>Subcontracted</u>	<u>Trucking</u>	<u>Miscellaneous</u>	<u>Plug</u>
Unit:	\$511.82	\$210.45	\$1,011.95	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Total:	\$511.82	\$210.45	\$1,011.95	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
U 6" Gate Valve - Set Crew	1.00	EACH	\$1,098.88	\$1,098.88					
A Set Valve (7.69 EACH/DY, 0.13 DY)	1.00	EACH	\$330.58	\$330.58					
U Foreman	1.04	HR	\$84.15	\$87.52					
U Operator	1.04	HR	\$86.51	\$89.97					
U Laborer	1.04	HR	\$66.45	\$69.11					
U Crew Truck	1.04	HR	\$25.76	\$26.79					
U Backhoe	1.04	HR	\$55.00	\$57.20					
U 6" Flg Gate Valve	1.00	EACH	\$768.30	\$768.30					
D Raise Valve Box Crew	1.00	LS	\$635.34	\$635.34					
A Raise Valve Box Crew (7.14 EACH/DY, 0.14 DY)	1.00	EACH	\$391.69	\$391.69					
U Foreman	1.12	HR	\$83.85	\$93.91					
U Operator	1.12	HR	\$86.51	\$96.89					
U Laborer	1.12	HR	\$66.45	\$74.42					
U Backhoe	1.12	HR	\$55.00	\$61.60					
U Crew Truck	1.12	HR	\$25.76	\$28.85					
U Dump Truck 6 YD	1.12	HR	\$32.15	\$36.01					
U Rapid Set Concrete - 60lb. Bags	4.00	EACH	\$16.78	\$67.14					
U Valve Box Complete With Riser	1.00	EACH	\$176.51	\$176.51					

Indirect Items

Description	Quantity	UM	Unit Direct Cost	Total Direct Cost
P Lunch	1.00	LS	\$0.01	\$0.01



REQUEST FOR INFORMATION FOR SUBCONTRACTOR ACTION

RFI No. : 59-R2

Project: Marshall Elementary - New 6-8 Classroom Bldg.

Date: 01-12-18

Discipline: Civil

Subject: Fire water tie-in

DRAWING & SPECIFICATION REFERENCES

Drawing Sheet / Specification	Detail / Sub Section	Comments
-------------------------------	----------------------	----------

QUESTION

Per the 59 R1 response, For connection plan, please refer to connection plan for domestic water service connection, sheet C-401, note 37.

ANSWER

Response:

Provide a 'Gate valve' on the south side of existing 12" line

The Valve will be use to chlorinate the line

Responded by Jose Arche on 01/10/2018

RESPONSE DISTRIBUTION

Company	Contact	Date Sent
Sam Hill & Sons Inc	Bobby Cardoza	1/12/2018

Please review and advise Bernards, **WITHIN 7 days**, if there are any additional costs or schedule impacts associated with incorporating the RFI response with the Contract Work. (Include a brief description and rough order estimate of the change with this notification. If no response is received within 7 days, Bernards shall trust that there is no impact to your Contract Price or Schedule.

Question Initiated By: William Van Zee - Bernards
Submitted By: Bobby Cardoza - Sam Hill & Sons Inc



REQUEST FOR INFORMATION

RFI No.: 59-R2

To: Jose Arche
Company: CSDA Design Group
Project: Marshall Elementary - New 6-8 Classroom
Bldg.

Date: 12-14-17
Discipline: Civil

Subject: Fire water tie-in

Response Requested By: 12-21-2017

DRAWINGS & SPECIFICATION REFERENCES

Drawing Sheet / Specification	Detail / Sub Section	Comments

QUESTION

Per the 59 R1 response, For connection plan, please refer to connection plan for domestic water service connection, sheet C-401, note 37.

ANSWER

Provide a 'Gate valve' on the south side of existing 12" line.

The Valve will be use to chlorinate the line.

Response Provided By: Jose Arche CSDA 01/10/18
 Name Company Date

Question Initiated By: William Van Zee - Bernards
Submitted By: Bobby Cardoza - Sam Hill & Sons Inc



REQUEST FOR INFORMATION

RFI No.: 59-R1

To: Jose Arche
Company: CSDA Design Group
Project: Marshall Elementary - New 6-8 Classroom Bldg.

Date: 11-17-17
Discipline: Plumbing

Subject: Fire water tie-in

Response Requested By: 11-16-2017

DRAWINGS & SPECIFICATION REFERENCES

Drawing Sheet / Specification	Detail / Sub Section	Comments

QUESTION

How will pressure testing be accomplished?

How will we chlorinate line without valve?

ANSWER

Provide connection plan to the existing main line so that a response can be given accordingly

Jose Arche, CSDA 12/14/2017

Response Provided By: _____
Name Company Date

Question Initiated By: William Van Zee - Bernards
Submitted By: Bobby Cardoza - Sam Hill & Sons Inc



REQUEST FOR INFORMATION

RFI No.: 59

To: Jose Arche
Company: CSDA Design Group
Project: Marshall Elementary - New 6-8 Classroom Bldg.

Date: 11-09-17
Discipline: Civil

Subject: Fire water tie-in

Response Requested By: 11-16-2017

DRAWINGS & SPECIFICATION REFERENCES

Drawing Sheet / Specification	Detail / Sub Section	Comments
-------------------------------	----------------------	----------

QUESTION

Per plan page C-401, Notes 30 and 33 indicating tie-in to existing 12" water main for a 6" fire service to building. Is a 6" resilient gate valve needed at POC for isolation?

ANSWER

A gate valve is not required and usually found along the fire water system.

VCA Engineers Inc. 11/15/17

Response Provided By: _____
Name Company Date

Question Initiated By: Bobby Cardoza - Sam Hill & Sons Inc - Author Number: 3
Submitted By: Bobby Cardoza - Sam Hill & Sons Inc

Rebecca Miller

From: Jennifer Maclsaac <jmaclsaac@cfwinc.com>
Sent: Friday, May 04, 2018 4:24 PM
To: Rebecca Miller; 'Jose R. Arche'
Cc: Yvonne Gross
Subject: RE: Marshall ES Change order 2, 5 & 6

Rebecca,

Please see comments below. Let's have a meeting Thursday to go over Change Orders that are still unresolved. We can do it before or after the regular meeting. Jose, I would like you to attend.

Thanks,

Jennifer

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Cc: Yvonne Gross <ygross@csdadesigngroup.com>
Subject: RE: Marshall ES Change order 2, 5 & 6

Good Afternoon,

CO #1 – See attached with narrative. Approved

CO #2 - There are no requirements in the plans or specs that indicate lined ceiling cans be installed for registers, that do not have the proper clearances to install a full radius flex duct. This change order is only for furnishing/installing the ceiling cans. I am not fully understanding your response. The objection is that there are cans in the plans, yet no credit was given for these, either in labor or materials.

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I am needing information for one more change order I will work on getting to you ASAP. I will also be sending over several more. Let me know if you need any additional information or have any questions pertaining to the above.

Thank you
Rebecca Miller

From: Jose R. Arche [mailto:jarche@csdadesigngroup.com]
Sent: Wednesday, April 11, 2018 5:16 PM
To: Jennifer Maclsaac <jmaclsaac@cfwinc.com>; Rebecca Miller <RMiller@bernards.com>

Cc: Yvonne Gross <ygross@csdadesigngroup.com>

Subject: FW: Marshall ES Change order 2, 5 & 6

Jenifer,

2. C.O. #2: Deduct labor that was allocated to install original ducted connections from the labor cost. Labor should not be part of cost, installation is still part of round or side.

5. C.O. #5: Provide gate valve cut sheet showing price. Agree

6. C.O. #6: Provide cut sheets for washers showing price. Locate hold down embeds where washers were used on the plans. Washer were and is part of the CD set and quantities did change. Re look !

Jose Arche | Designer IV

CSDA Design Group

889 N. Douglas Street, Suite 100, El Segundo, CA 90245

|T| 310.301.4767

jarche@csdadesigngroup.com | www.csdadesigngroup.com

From: Jose R. Arche

Sent: Wednesday, April 11, 2018 3:06 PM

To: 'Jennifer Maclsaac' <jmaclsaac@cfwinc.com>

Cc: Yvonne Gross <ygross@csdadesigngroup.com>

Subject: RE: Marshall ES Change order 11 - 17

Jennifer,

See my comment below.

For CO 011, MEOR said Preparing shop drawings are part of scope of work, in addition it appears the requested amount is high.

Jose Arche | Designer IV

CSDA Design Group

889 N. Douglas Street, Suite 100, El Segundo, CA 90245

|T| 310.301.4767

jarche@csdadesigngroup.com | www.csdadesigngroup.com

From: Jennifer Maclsaac <jmaclsaac@cfwinc.com>

Sent: Monday, April 02, 2018 2:50 PM

To: Rebecca Miller <RMiller@bernards.com>; Jose R. Arche <jarche@csdadesigngroup.com>

Cc: Sahithya Mavillapalli (smavillapalli@bernards.com) <smavillapalli@bernards.com>

Subject: RE: Marshall ES Change order 11 - 17

Rebecca,

Per our discussion at the last jobsite meeting, I have reviewed Change Orders 1-8 & 13-16. Here are my comments:

1. C.O. #1: Provide a short narrative explaining why this work was required. Foreman hours to cut by ½
2. C.O. #2: Deduct labor that was allocated to install original ducted connections from the labor cost.
3. C.O. #3: No Comment OK
4. C.O. #4: Include CCD 08 for reference. The marked up, superseded steel breakdown should not be included. Labor should show hourly rate and title of workman and be type written. 53 locations should be a typewritten part of the breakdown, not a note. Jose to verify 53 locations.
Per CCD 18 shows only 18 location, hours/labor/rate, let get also SEOR input if this was outside to facilitate means n methods.
5. C.O. #5: Provide gate valve cut sheet showing price.
6. C.O. #6: Provide cut sheets for washers showing price. Locate hold down embeds where washers were used on the plans.
7. C.O. #7: Provide an unpixellated plan showing where stepped footings occur - number 1-7 for clarity. Break down lump sum cost into labor vs material. Labor should be hours spent and worker classification subtotal. Foreman n journeyman have same hours?
8. C.O. #8: Doors omitted as part of locker room revision - this change order is void. OMIT

9. C.O. #13: Attach CCD 12 for back up. agree
10. C.O. #14: Attach CCD 8 for back up. agree
11. C.O. #15: Attach CCD 11 & 12 for back up. agree
12. C.O. #16: Attach RFIs, etc. that caused additional work to be generated. Need back up not a big cost but?

Jose - Please review and add your comments ASAP

Thanks,

Jennifer

-----Original Message-----

From: Rebecca Miller <RMiller@bernards.com>

Sent: Thursday, March 22, 2018 9:48 AM

To: Jennifer MacIsaac <jmaclsaac@cfwinc.com>; 'Jose R. Arche' <jarche@csdadesigngroup.com>

Subject: RE: Marshall ES Change order 11 - 17

Good Morning,

Please see attached change order 11 through 17, on the Marshall ES project for your review. Let me know if you need any additional information.

Thank you

Rebecca Miller
Project Manager
Marshall Elementary School

An Employee Owned Company

2900 Thurgood Marshall Dr | Oxnard, CA 93033 T 818.898.1521 | C 805.394.9471 rmiller@bernards.com | www.bernards.com



CONTINGENCY ALLOCATION REQUEST

Project: Marshall Elementary - New 6-8 Classroom Bldg.

CAR No. 6 R0

Date: 1/25/2018

DESCRIPTION OF WORK

Per RFI 80 - provide 3/4" heavy cut plate washers for hold downs

SUMMARY OF ALLOCATIONS

Item Description	Company	Amount Requested
Subcontract Costs		
	C. A. Buchen Corp	1,100
	Subtotal:	1,100
Total Change Order Request Amount		1,100

ACKNOWLEDGEMENT

Oxnard School District

Bernards Bros. Inc.

Signature

Printed Name & Title

Date

Rebecca Miller

Signature

Rebecca Miller Project Manager

Printed Name & Title

7/31/18

Date

Jose R. Arzate

JOSE R ARZATE, CSQA
7-30-18

RM 7/31/18



c.a. buchen corp.

9231 Glenoaks Blvd., Sun Valley, CA 91352***Tel. (818) 767-5408***Fax (818) 767-8654

111 10000
000#6

STANDARD PROPOSAL/CONTRACT FORM
CONTRACTORS LIC #209850
DIR #1000004833

Date: December 11, 2017

TO: Bernards Builders Management Services

ADDRESS: 555 First Street
San Fernando, CA. 91340

ATTENTION: William Van Zee

C.A. BUCHEN CORP hereinafter called the Seller, proposes to furnish the materials and work as listed below, according to the plans and specifications exhibited to us, subject to the latest Code of Standard Practice of the American Institute of Steel Construction; and to all terms and conditions herein, for the sum of:

*****ONE THOUSAND ONE HUNDRED & 00/100 DOLLARS*****(\$1,100.00)
Including all taxes now in effect

SPECIFICATIONS:

Name of Job: Marshall Elementary School

Specification Section:

Location: 2900 Thurgood Marshal Dr. Oxnard, CA

Addendum Noted: C.O.R #01 Job #190

Architect:

Sheet Numbers:

SCOPE OF WORK:

Per E-mail dated 12/7 17:

Fabricate and deliver F.O.B. Bernards office 58 heavy cut plate washers with holes for hold downs

F.O.B. trucks @ jobsite:

Plate washers

*The Subcontract Price is based on the current prices and surcharges for the steel types and shapes necessary for the Project as posted and made publicly available. Notwithstanding anything herein to the contrary, any increases or decreases in the price of the steel ordered by the Subcontractor for the Project, or any additional surcharges imposed on the steel ordered by the Subcontractor of the Project shall result in a corresponding dollar-for-dollar increase (or decrease) in the Subcontract Price.

Field Conditions:

- Contractor to provide free and clear access (graded if necessary) to interior and exterior of building for trucks and motion equipment.
- All anchor bolts to be chased and cleaned by others and left with leveling nuts set to correct elevations after having been properly set and straightened.
- Two-line safety cable at building perimeter (if included above in scope of work) to be maintained and removed by others.
All safety cable materials to be coated and stored on ground by others for CABSCO pick up.
- Any protection required at floor or roof penetrations shall be provided by others so as not to delay the continuous erection of structural steel.

EXCLUSION: This proposal does not include the following items, unless specifically noted above:

Bolts entering wood
Building permits
Carpentry and Glu-Lam hardware
Concrete reinforcing steel
Costs of bond and special insurance
Costs of inspection, testing and preparation
Cutting or drilling of our work to accommodate other trades
Demolition, cutting or striking concrete
Field painting and field measuring
Removal & replacement of fire proofing

Field welding of concrete steel reinforcing steel to structural
Final and fine plumbing of columns supporting wood
Furring channels or angle
Glass stops
Gratings, covers and frames
Grouting or dry-packing
Joist hangers not welded to steel
Manlift and cranes for use thereof
Metal 10 gauge and lighter
Metal studs and metal sash
Non-ferrous metals and stainless steel

Participating in penalties or liquidated damages applied to Buyer
Pipe sleeves and back-up plates for other trades
Retardant of bonding rods and cables
Roof hatches or access doors
Sandblasting or flame-cleaning of steel before painting
Temporary safety railings and cables
Web mesh or chainlink work
Wood nailers
Work that is not specifically detailed on Architectural or Structural drawing

Estimator: JF

THIS PROPOSAL INCLUDES THE TERMS AND CONDITIONS ON THE REVERSE SIDE HEREOF, AND IS SUBJECT TO YOUR WRITTEN ACCEPTANCE WITHIN THIRTY (30) DAYS FROM DATE. WHEN ACCEPTED BY YOU WITHIN SUCH TIME, THIS PROPOSAL WILL CONSTITUTE A CONTRACT OF SALE BETWEEN YOU AND OURSELVES AS PURCHASER.

Accepted:

Buyer: _____
By: _____

Seller: C.A. Buchen Corp. _____

By: John A. Oster - President _____

Date: _____
Printed Name & Title

Date: _____



REQUEST FOR INFORMATION FOR SUBCONTRACTOR ACTION

RFI No. : 80

Project: Marshall Elementary - New 6-8 Classroom Bldg.

Date: 12-04-17

Discipline: Architectural

Subject: Heavy Square washer

DRAWING & SPECIFICATION REFERENCES

Drawing Sheet / Specification	Detail / Sub Section	Comments
-------------------------------	----------------------	----------

QUESTION

Detail 20 on S-600 calls for a Heavy Square washer to be used on the hold down embeds. The supplier won't give me a standard size, so what size do we provide? Does this need to go to the engineer?

ANSWER

Response:

For HDU14 and smaller, use 3"x3"x3/4" plate washer

For HD19, use 3 1/2"x3 1/2"x3/4" plate washer

Responded by DY/NC

RESPONSE DISTRIBUTION

Company	Contact	Date Sent
---------	---------	-----------

Please review and advise Bernards, WITHIN 7 days, if there are any additional costs or schedule impacts associated with incorporating the RFI response with the Contract Work. (Include a brief description and rough order estimate of the change with this notification. If no response is received within 7 days, Bernards shall trust that there is no impact to your Contract Price or Schedule.

Question Initiated By: John Ferrante - JF Construction Corp - Author Number: 4

Submitted By: John Ferrante - JF Construction Corp



REQUEST FOR INFORMATION

RFI No.: 80

To: Jose Arche
Company: CSDA Design Group
Project: Marshall Elementary - New 6-8 Classroom Bldg.

Date: 12-04-17
Discipline: Architectural

Subject: Heavy Square washer

Response Requested By: 12-11-2017

DRAWINGS & SPECIFICATION REFERENCES

Drawing Sheet / Specification	Detail / Sub Section	Comments
-------------------------------	----------------------	----------

QUESTION

Detail 20 on S-600 calls for a Heavy Square washer to be used on the hold down embeds. The supplier won't give me a standard size, so what size do we provide? Does this need to go to the engineer?

ANSWER

NC Response:

For HDU14 and smaller, use 3"x3"x3/4" plate washer.

For HD19, use 3 1/2"x3 1/2"x3/4" plate washer.

By: DY/NC 12/05/17

Response Provided By: _____
Name Company Date

Question Initiated By: John Ferrante - JF Construction Corp - Author Number: 4

Submitted By: John Ferrante - JF Construction Corp



CONTINGENCY ALLOCATION REQUEST

Project: Marshall Elementary - New 6-8 Classroom Bldg.

CAR No. 16 R0

Date: 4/30/2018

DESCRIPTION OF WORK

New Coaches office and locker room

SUMMARY OF ALLOCATIONS

Item Description	Company	Amount Requested
Contractual Costs		
Contingency Allocation		-889
		-769
	Subtotal:	-1,658

SUMMARY OF ALLOCATIONS

Item Description	Company	Amount Requested
Subcontract Costs		
New Restroom/locker room layout	Santa Clarita Concrete	244
New Restroom/locker room layout	Santa Clarita Concrete	645
New Coaches office	JF Construction Corp	769
	Subtotal:	1,658

Total Change Order Request Amount 0

ACKNOWLEDGEMENT

Oxnard School District

Bernards Bros. Inc.

Signature

Rebecca Miller

Signature

Printed Name & Title

Rebecca Miller Project Manager

Printed Name & Title

Date

7/31/18

Date

Jose R. Arche
JOSE R. ARCHE CCPA
7-30-18

[Signature] 7/31/18



16164 Sierra Highway
 Santa Clarita, CA 91390
 Phone 661.252.2012
 Fax 661.298.4585
 CA License No. 381605

CHANGE ORDER REQUEST

COR	SCC-007
P&O	15.00%
SUB P&O	5.00%
BOND	1.00%
REVISION	Original submission

PROJECT	Marshall Elementary School
OWNER/REP	Bernards Brothers
ATTN	Rebecca
DATE	4/4/18
REFERENCE	Attached Ticket

NARRATIVE FOR CHANGE ORDER REQUEST

Provide labor, equipment and materials to provide additional work as referenced in this change order request: Work as directed by Bernards.

REF	DESCRIPTION	LOC	DATE	CATEGORY	TYPE	R/OT	QTY	UNIT	RATE	TOTAL
AWA-10228	added curbs per sketch	Room 110/113	3/12/18	Carpenter	Journeyman	R	4	Hr	\$84.96	\$339.84
AWA-10228	added curbs per sketch	Room 110/113	3/12/18	Material	Epoxy	R	2	Ea	\$49.32	\$98.64
AWA-10228	added curbs per sketch	Room 110/113	3/12/18	Material	2x4x16 TS	R	4	Ea	\$17.95	\$71.80
AWA-10228	added curbs per sketch	Room 110/113	3/12/18	Material	Plywood 3/4	R	1	Ea	\$50.67	\$50.67

EXCLUSIONS/QUALIFICATIONS

Additional work for this scope may be outstanding on other tickets and/or COR's
 This COR may not include all work for this scope.
 This COR only includes the work and quantities listed.
 This COR may impact the completion schedule - see below
 EXTENSION OF CONTRACT DURATION---> 5 DAYS

SUB-TOTAL	\$560.95
P&O	\$84.14
TOTAL FOR THIS COR	\$645.09



(661) 252-2012

Lic. No. 381605

16164 Sierra Hwy.
Santa Clarita, CA 91390

AUTHORIZATION

10228

ADDITIONAL WORK AUTHORIZATION

DATE: 3/12/18

CUSTOMERS NAME Bernards

JOB NAME Marshall new classroom

STREET _____

STREET Thurgood Marshall dr.

CITY _____ STATE Ca.

CITY Oxnard Ca.

JOB # 558 TRACT # _____

You are hereby authorized to perform the following specifically described additional work:

Forming, drilling and Epoxy dowels at rooms 110 and 113
boys and Girls Toilets, to add 2 walls and curbs
Add curbs Per Arch Sketch sent Thurs 03-08
"Partial Floor Plan" (2-28-18)

Time: 2 carpenters 2 hours

Materials: 2-tubes of epoxy Simpson XP
4-2"x4"x16
1- Plywood 4'x8'x 3/4"

ADDITIONAL CHARGE FOR ABOVE WORK IS \$ _____

TERMS ARE NET - 10TH PROX.

The above work is an extra to the original contract for the above referenced job:

AUTHORIZING SIGNATURE [Signature] DATE: 03-14-18
(Customer signs here)

We hereby agree to furnish material and labor - complete in accordance with the above specifications, at above stated price.

AUTHORIZING SIGNATURE [Signature] DATE: 3/12/18
(Contractor signs here)



16164 Sierra Highway
 Santa Clarita, CA 91390
 Phone 661.252.2012
 Fax 661.298.4585
 CA License No. 381605

CHANGE ORDER REQUEST

COR	SCC-008
P&O	15.00%
SUB P&O	5.00%
BOND	1.00%
REVISION	Original submission

PROJECT	Marshall Elementary School
OWNER/REP	Bernards Brothers
ATTN	Rebecca
DATE	4/4/18
REFERENCE	Attached Ticket

NARRATIVE FOR CHANGE ORDER REQUEST

Provide labor, equipment and materials to provide additional work as referenced in this change order request: Work as directed by Bernards.

REF	DESCRIPTION	LOC	DATE	CATEGORY	TYPE	R/OT	QTY	UNIT	RATE	TOTAL
AWA-10230	premium only time	elec room	3/14/18	Carpenter	Journeyman	P/O	5	Hr	\$42.48	\$212.40

EXCLUSIONS/QUALIFICATIONS

Additional work for this scope may be outstanding on other tickets and/or COR's

This COR may not include all work for this scope.

This COR only includes the work and quantities listed.

This COR may impact the completion schedule - see below

EXTENSION OF CONTRACT DURATION-->

5 DAYS

SUB-TOTAL	\$212.40
P&O	\$31.86
TOTAL FOR THIS COR	\$244.26



(661) 252-2012

Lic. No. 381605

16164 Sierra Hwy.
Santa Clarita, CA 91390

AUTHORIZATION

10230

ADDITIONAL WORK AUTHORIZATION

DATE: 3/19/18

CUSTOMERS NAME Bernards

JOB NAME Marshall new Classroom

STREET _____

STREET Thurgood Marshall Dr.

CITY _____ STATE Ca.

CITY Oxnard Ca.

JOB # 558 TRACT # _____

You are hereby authorized to perform the following specifically described additional work:

Premium time Only to work One hour extra in order to finish forming and pour next day curb at slab on grade bathrooms and electrical room.

5 carpenter 1 hour Premium time Only

ADDITIONAL CHARGE FOR ABOVE WORK IS \$ _____

TERMS ARE NET - 10TH PROX.

The above work is an extra to the original contract for the above referenced job:

AUTHORIZING SIGNATURE [Signature] DATE: 03-19-18
(Customer signs here)

We hereby agree to furnish material and labor - complete in accordance with the above specifications, at above stated price.

AUTHORIZING SIGNATURE [Signature] DATE: 3/19/18
(Contractor signs here)



CONTINGENCY ALLOCATION REQUEST

Project: Marshall Elementary - New 6-8 Classroom Bldg.

CAR No. 18 R0

Date: 4/30/2018

DESCRIPTION OF WORK

Per RFI 128 - Provide/Install HD19 in lieu of HDU

SUMMARY OF ALLOCATIONS

Item Description	Company	Amount Requested
Contractual Costs		
Contingency Allocation		-1,349
	Subtotal:	-1,349

SUMMARY OF ALLOCATIONS

Item Description	Company	Amount Requested
Subcontract Costs		
Per RFI 128 - Provide/Install HD19 in lieu of HDU	JF Construction Corp	1,349
	Subtotal:	1,349

Total Change Order Request Amount 0

ACKNOWLEDGEMENT

Oxnard School District

Bernards Bros. Inc.

Signature

Rebecca Miller

Signature

Printed Name & Title

Rebecca Miller Project Manager

Printed Name & Title

Date

7/31/18

Date

Jose R. Arche
Jose R. Arche CSDA
7-30-18

Rebecca Miller
7/31/18

JfC CONSTRUCTION CORP LIC #791180

1459 THOUSAND OAKS BLVD H4, THOUSAND OAKS, CA

(805)-496-9255 (805)-497-8334

Date: 4-6-18

Project: MARSHALL CLASSROOM

Subject: Rough Carpentry

Sub-Contractor: **J F Construction Corporation**

CHANGE ORDER JFC #8

DESCRIPTION:

Provide / installation of HD19 in lieu of HDU holdowns per RFI 128

DESCRIPTION ADDED WORK	LABOR			MATERIAL				EQUIPMENT				
	HRS	RATE	SUB-TOT	QTY	UNIT	U/P	SUB-TOT	QTY	UNIT	U/P	SUB-TOT	
HD19 HOLDOWN				12	EA	81.19	\$ 974.28					
1"X8" MB				50	EA	8.25	\$ 412.50					
1"X10" MB				10	EA	11.55	\$ 115.50					
1" NUT				60	EA	1.37	\$ 82.20					
CREDIT												
HDU 14 HOLDOWN				10	EA	43.80	\$ (438.00)					
HDU 12 HOLDOWN				1	EA	34.10	(\$34.10)					
HDU 11 HOLDOWN				1	EA	34.10	(\$34.10)					
NOTE: HDU12 IS UNAVAILABLE PRICED AS A HDU 11												
FOREMAN LABOR		\$ 78.00										
LABOR		\$ 75.00										
TOTAL							\$ 1,078.28					
SALES TAX							\$ 94.34					
							TOTAL	\$ 1,172.62				
SUB TOTAL ADDITION BEFORE MARK-UP												
							SUBTOTAL				\$ 1,172.62	
							SUBCONTRACTORS 15 %					\$ 175.89
							(X) COST () CREDIT					
							TOTAL	\$			1,348.51	

GENERAL CONTRACTOR: ACCEPTED BY:

Signature



REQUEST FOR INFORMATION FOR SUBCONTRACTOR ACTION

RFI No. : 128

Project: Marshall Elementary - New 6-8 Classroom Bldg.

Date: 02-12-18
Discipline: Structural

Subject: GLB information clarification

DRAWING & SPECIFICATION REFERENCES

Drawing Sheet / Specification	Detail / Sub Section	Comments

QUESTION

Design Drawings S-212 (See SK-009-C) does not indicate that there is a glulam beam over for these columns. So, our drawings for approval used detail 13/S-700 (SK-009-D). However, approver changed it to 19A/S-600F (SK-009-E). Please provide size and orientation of the glulam beam

ANSWER

Response:

The shop drawings indicated angles at the top of columns in question. The intent is not to provide additional glulam beams but rather to remove the angles because they would conflict with the bolted HD connection shown in 19A/S-600F.

Refer to 2nd Floor Framing Plan S-212 which shows HD's above the 1st floor columns. Provide holes in columns as shown in referenced detail to allow for stacking HD connections

By: DY/NC 02/12/18

Note to Contractor: In order to achieve referenced detail above, HDU's may need to be replaced by HD19 for bolting.

RESPONSE DISTRIBUTION

Company	Contact	Date Sent
C. A. Buchen Corp	Jack Furdek	2/12/2018
JF Construction Corp	John Ferrante	2/12/2018

Please review and advise Bernards, WITHIN 7 days, if there are any additional costs or schedule impacts associated with incorporating the RFI response with the Contract Work. (Include a brief description and rough order estimate of the change with this notification. If no response is received within 7 days, Bernards shall trust that there is no impact to your Contract Price or Schedule.

Question Initiated By: Jack Furdek - C. A. Buchen Corp - Author Number: 17

Submitted By: Jack Furdek - C. A. Buchen Corp



REQUEST FOR INFORMATION

RFI No.: 128

To: Jose Arche
Company: CSDA Design Group
Project: Marshall Elementary - New 6-8 Classroom Bldg.

Date: 02-06-18
Discipline: Structural

Subject: GLB information clarification

Response Requested By: 02-13-2018

DRAWINGS & SPECIFICATION REFERENCES

Drawing Sheet / Specification	Detail / Sub Section	Comments
-------------------------------	----------------------	----------

QUESTION

Design Drawings S-212 (See SK-009-C) does not indicate that there is a glulam beam over for these columns. So, our drawings for approval used detail 13/S-700 (SK-009-D). However, approver changed it to 19A/S-600F (SK-009-E). Please provide size and orientation of the glulam beam.

ANSWER

NC Response:

The shop drawings indicated angles at the top of columns in question. The intent is not to provide additional glulam beams but rather to remove the angles because they would conflict with the bolted HD connection shown in 19A/S-600F.

Refer to 2nd Floor Framing Plan S-212 which shows HD's above the 1st floor columns. Provide holes in columns as shown in referenced detail to allow for stacking HD connections.

By: DY/NC 02/12/18

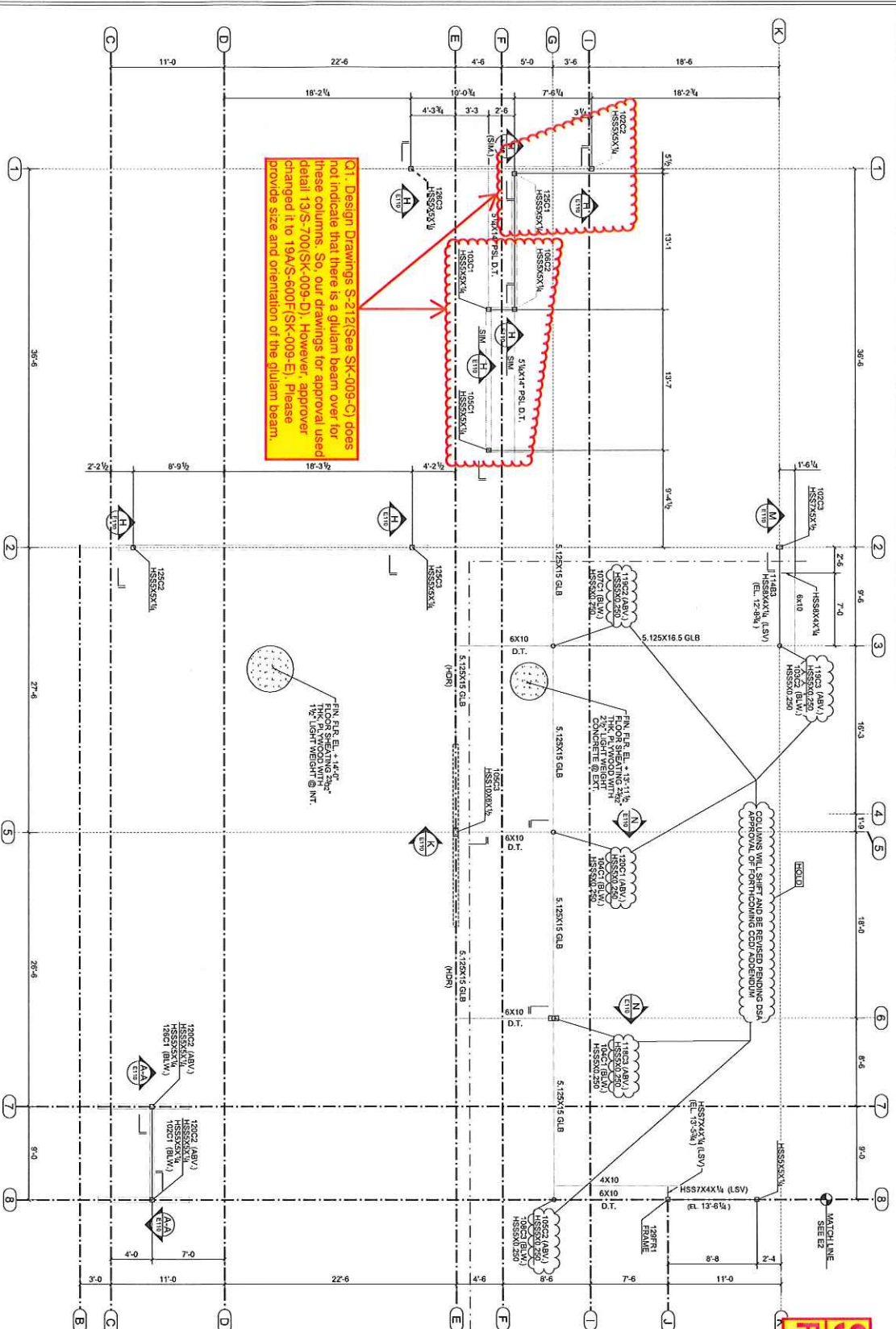
Note to Contractor: In order to achieve referenced detail above, HDU's may need to be replaced by HD19 for bolting.

Response Provided By: _____
 Name Company Date

Question Initiated By: Jack Furdek - C. A. Buchen Corp - Author Number: 17

Submitted By: Jack Furdek - C. A. Buchen Corp

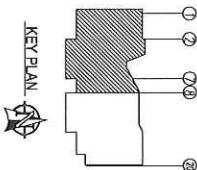
SK-009-A
REF: E101



NOTES:
 1. REFER TO GENERAL ALL DIMENSIONS AND ELEVATIONS SHOWN(TYP)
 2. ARCHING STAYS ARE TO BE SHOWN IN ALL VIEWS
 3. COLD/ADDED/IN/CL/OUTED COLUMNS WILL SHIFT AND BE REVISED.

PARTIAL 2ND FLOOR FRAMING PLAN

1. REFERENCE ELEV. = 0'-0" (GROUND FLOOR FINISH)
2. TOP OF STEEL ELEV. = SEE PLAN
3. REF. DWG. S-212



NO.	DATE	REVISION
1		ISSUED FOR PERMITS
2		ISSUED FOR PERMITS
3		ISSUED FOR PERMITS
4		ISSUED FOR PERMITS
5		ISSUED FOR PERMITS
6		ISSUED FOR PERMITS
7		ISSUED FOR PERMITS
8		ISSUED FOR PERMITS
9		ISSUED FOR PERMITS
10		ISSUED FOR PERMITS

cabco C.A. Bingham Corp.
 2015 Cleveland Blvd.
 San Diego, CA 92108-1919

PROJECT: MARSHALL ELEMENTARY SCHOOL
 2000 MARSHALL ELEMENTARY DRIVE, DUBLIN, CA 94568

CLIENT: CALIFORNIA DESIGN GROUP
 4000 MARSHALL ELEMENTARY DRIVE, DUBLIN, CA 94568

DATE: 01/19/2011
PROJECT NO.: A190
DATE: 01/19/2011

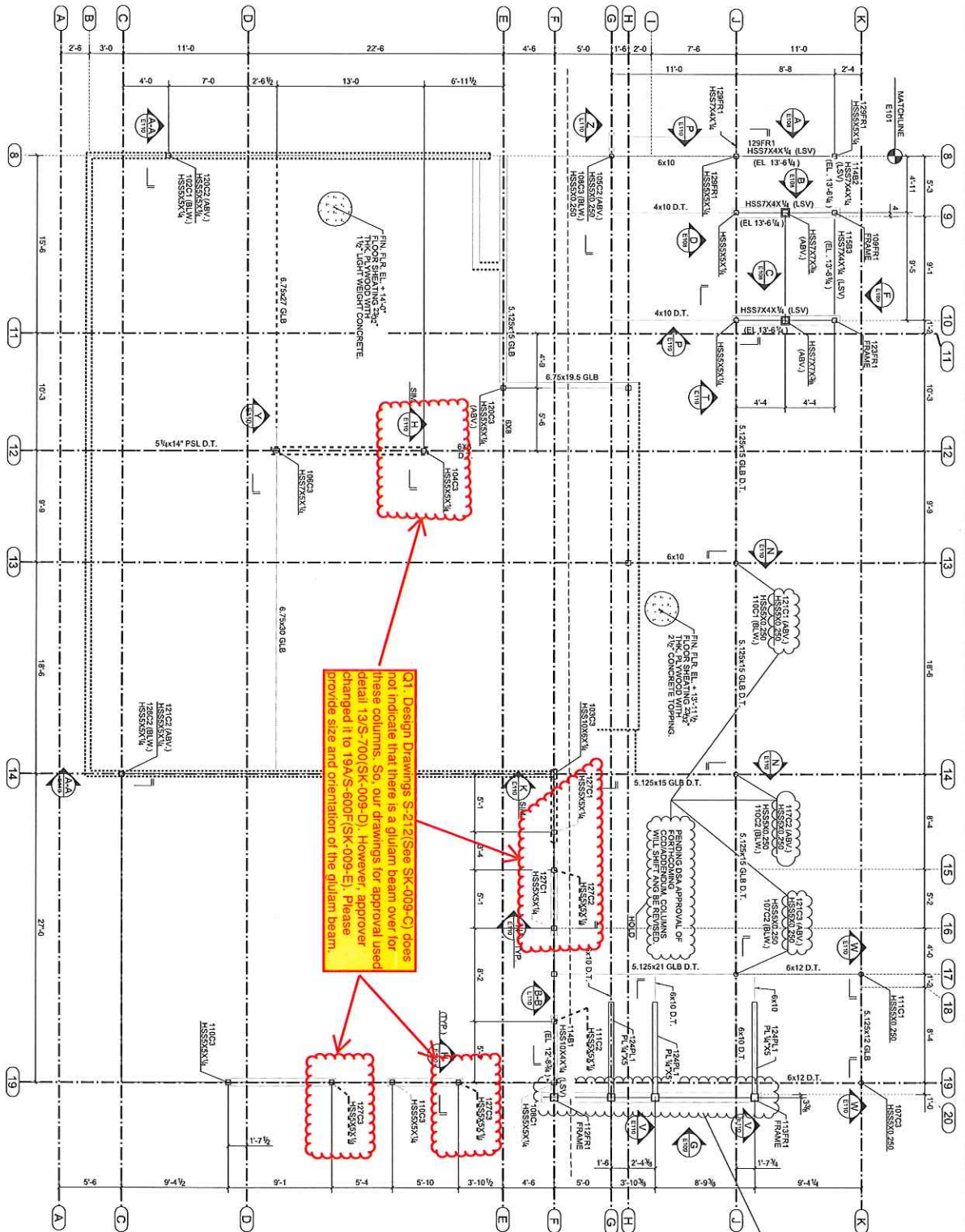
NOTES:
 1. VERIFY TO CONFIRM ALL DIMENSIONS AND ELEVATIONS SHOWN ON PARTITIONING CDD/ADDITIONAL CLOUDED COLUMNS WILL SHEET AND BE REVISED.

PARTIAL 2ND FLOOR FRAMING PLAN



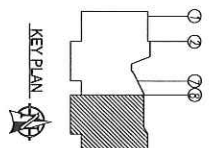
PLAN NORTH

- 1. REFERENCE ELEV. = 0.0' (GROUND FLOOR FINISH)
- 2. TOP OF STEEL ELEV. = SEE PLAN
- 3. REF. DWG. S-212



QT Design Drawings S-212 (See SK-009-C) does not indicate that there is a glulam beam over for these columns. So, our drawings for approval used detail 13(S-700)(SK-009-D). However, approval changed it to 19A(S-600F)(SK-009-E). Please provide size and orientation of the glulam beam.

SK-009-B
 REF: E102

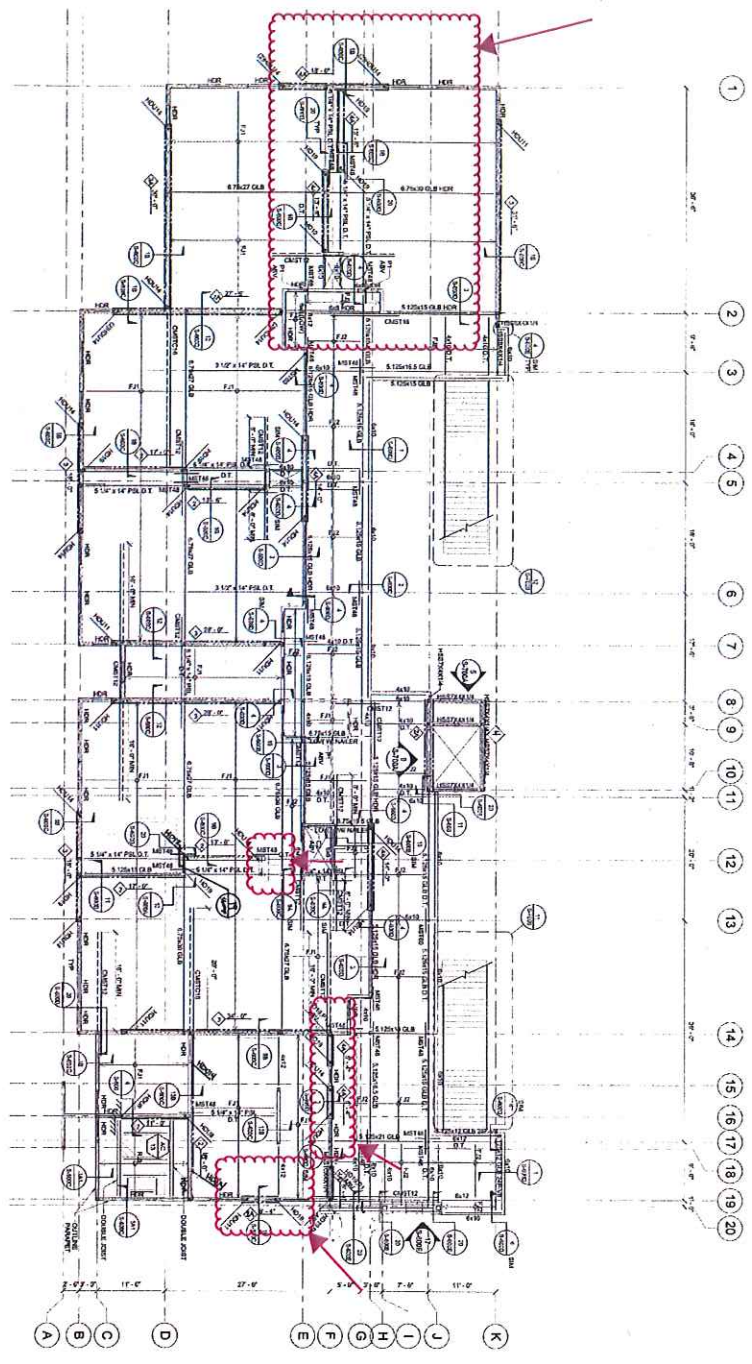


REVISIONS		DATE	
NO.	DATE	BY	DESCRIBED
1	10/20/20	MM	ISSUED FOR PERMIT
2	11/15/20	MM	REVISED PER COMMENTS
3	12/10/20	MM	REVISED PER COMMENTS
4	01/15/21	MM	REVISED PER COMMENTS
5	02/10/21	MM	REVISED PER COMMENTS
6	03/10/21	MM	REVISED PER COMMENTS
7	04/10/21	MM	REVISED PER COMMENTS
8	05/10/21	MM	REVISED PER COMMENTS
9	06/10/21	MM	REVISED PER COMMENTS
10	07/10/21	MM	REVISED PER COMMENTS
11	08/10/21	MM	REVISED PER COMMENTS
12	09/10/21	MM	REVISED PER COMMENTS
13	10/10/21	MM	REVISED PER COMMENTS
14	11/10/21	MM	REVISED PER COMMENTS
15	12/10/21	MM	REVISED PER COMMENTS
16	01/10/22	MM	REVISED PER COMMENTS
17	02/10/22	MM	REVISED PER COMMENTS
18	03/10/22	MM	REVISED PER COMMENTS
19	04/10/22	MM	REVISED PER COMMENTS
20	05/10/22	MM	REVISED PER COMMENTS

cabco C. A. BISHOP CORP.
 500 W. 10TH ST. SUITE 100
 DENVER, CO 80202-1111

PROJECT: MARSHALL ELEMENTARY SCHOOL
 LOCATION: 2800 INDEPENDENT DRIVE, DENVER, CO 80202
 SHEET: E102 OF 102
 DATE: 01/10/21

1 2ND FLOOR FRAMING PLAN
SCALE: 1/8" = 1'-0"



- SK-009-C**
REF: S-212
1. ALL DIMENSIONS UNLESS OTHERWISE NOTED.
 2. ALL DIMENSIONS UNLESS OTHERWISE NOTED.
 3. ALL DIMENSIONS UNLESS OTHERWISE NOTED.
 4. ALL DIMENSIONS UNLESS OTHERWISE NOTED.
 5. ALL DIMENSIONS UNLESS OTHERWISE NOTED.
 6. ALL DIMENSIONS UNLESS OTHERWISE NOTED.
 7. ALL DIMENSIONS UNLESS OTHERWISE NOTED.
 8. ALL DIMENSIONS UNLESS OTHERWISE NOTED.
 9. ALL DIMENSIONS UNLESS OTHERWISE NOTED.
 10. ALL DIMENSIONS UNLESS OTHERWISE NOTED.
 11. ALL DIMENSIONS UNLESS OTHERWISE NOTED.
 12. ALL DIMENSIONS UNLESS OTHERWISE NOTED.
 13. ALL DIMENSIONS UNLESS OTHERWISE NOTED.
 14. ALL DIMENSIONS UNLESS OTHERWISE NOTED.
 15. ALL DIMENSIONS UNLESS OTHERWISE NOTED.
 16. ALL DIMENSIONS UNLESS OTHERWISE NOTED.
 17. ALL DIMENSIONS UNLESS OTHERWISE NOTED.
 18. ALL DIMENSIONS UNLESS OTHERWISE NOTED.
 19. ALL DIMENSIONS UNLESS OTHERWISE NOTED.
 20. ALL DIMENSIONS UNLESS OTHERWISE NOTED.

NO.	DESCRIPTIONS	DATE
1	DESIGN	08/20/18
2	REVISION	09/10/18
3	FOR SUBMITTAL	09/20/18
4	FOR SUBMITTAL	10/05/18
5	FOR SUBMITTAL	02/06/19

DESIGNED BY: [Signature]
 DRAWN BY: [Signature]
 CHECKED BY: [Signature]
 APPROVED BY: [Signature]

PROJECT: MARSHALL NEW CLASSROOM BUILDING
 USER address here
 CITY/STATE

1051 S. A STREET
 DENVER, CO 80202
 303.733.3131
 www.ccsda.com

1051 S. A STREET
 DENVER, CO 80202
 303.733.3131
 www.ccsda.com



DESIGNED BY: [Signature]
 DRAWN BY: [Signature]
 CHECKED BY: [Signature]
 APPROVED BY: [Signature]

1051 S. A STREET
 DENVER, CO 80202
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PROJECT: MARSHALL NEW CLASSROOM BUILDING
 USER address here
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1051 S. A STREET
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DESIGNED BY: [Signature]
 DRAWN BY: [Signature]
 CHECKED BY: [Signature]
 APPROVED BY: [Signature]

1051 S. A STREET
 DENVER, CO 80202
 303.733.3131
 www.ccsda.com

SK-009-D
REF: S-700



CONSULTANT
N. S. KHAMIS
SHAMBERLAH
 ENGINEERS ARCHITECTS
 10000 WILSON BLVD
 SUITE 100
 WESTLAKE, CA 91361
 TEL: 310.306.1200
 FAX: 310.306.1201
 WWW.KHAMIS-ENGINEERS.COM

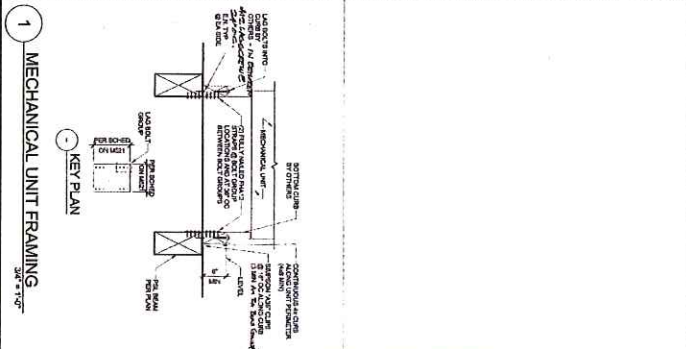
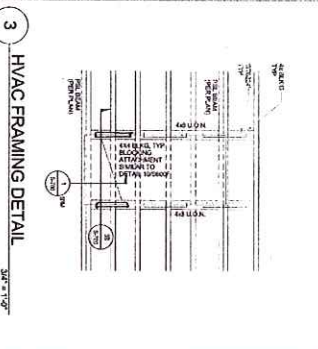
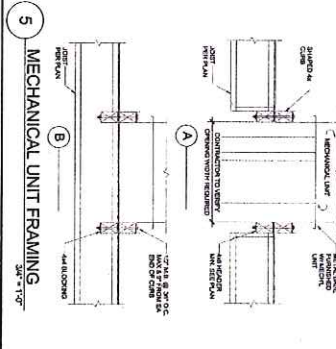
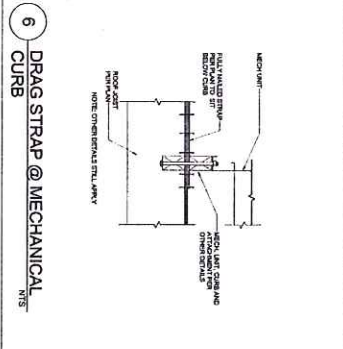
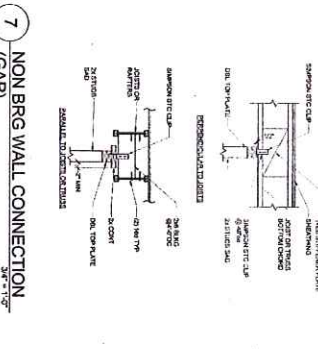
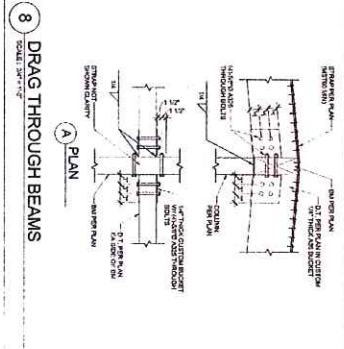
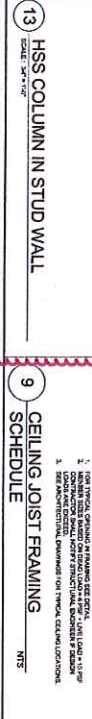
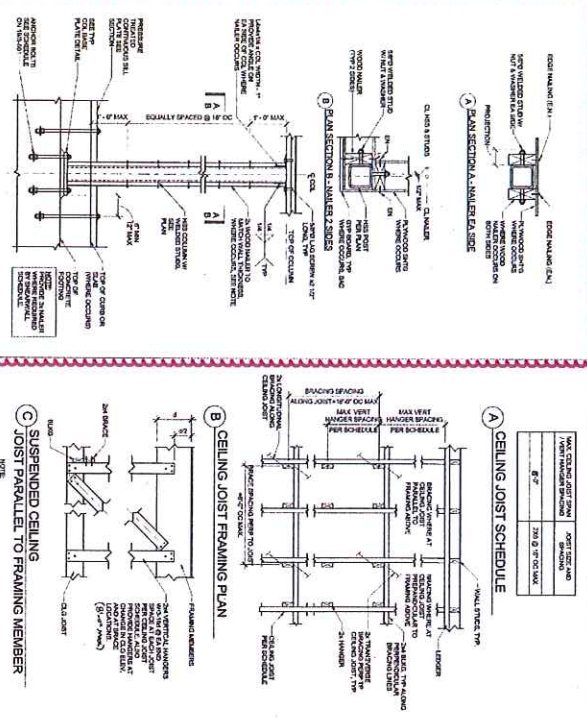
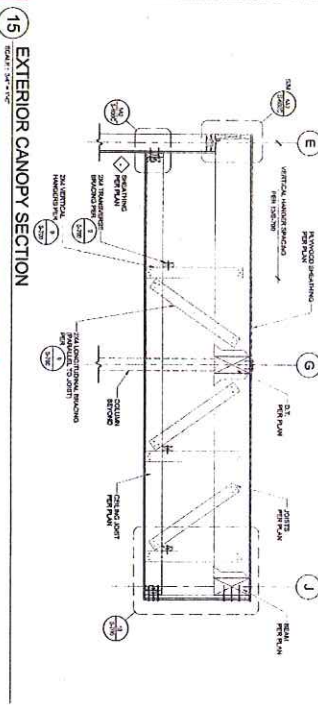
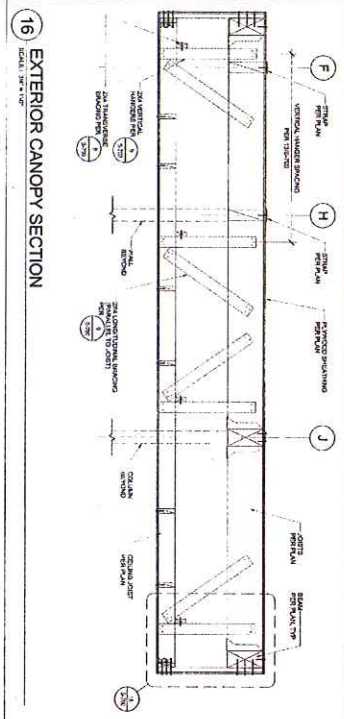
PROJECT OWNER
OXNARD SCHOOL DISTRICT
 1015 S. A STREET
 OXNARD, CA 91320
 TEL: 805.477.7238
 WWW.OXNARDSCHOOLSDISTRICT.COM



PROJECT NAME
MARSHALL NEW CLASSROOM BUILDING
 City and Address here
 SHEET NO. S-700

NO.	DESCRIPTION/REVISION	DATE
1	ISSUE FOR PERMITS	03/23/21
2	ISSUE FOR PERMITS	03/23/21
3	ISSUE FOR PERMITS	03/23/21
4	ISSUE FOR PERMITS	03/23/21
5	ISSUE FOR PERMITS	03/23/21

FRAMING DETAILS
 SHEET NO. S-700



SHEET NO.
S-700



REQUEST FOR INFORMATION FOR SUBCONTRACTOR ACTION

RFI No. : 128 R

Project: Marshall Elementary - New 6-8 Classroom Bldg.

Date: 02-13-18

Discipline: Structural

Subject: GLB information clarification

DRAWING & SPECIFICATION REFERENCES

Drawing Sheet / Specification

Detail / Sub Section

Comments

QUESTION



REQUEST FOR INFORMATION FOR SUBCONTRACTOR ACTION

RFI No. : 128 R

Project: Marshall Elementary - New 6-8 Classroom Bldg.

Date: 02-13-18

Discipline: Structural

Subject: GLB information clarification

Per RFI 128 Response, please confirm/ clarify the following:

- 1) ¼"x 4"x 4" angle to be removed from these columns and holes added per attached sketch. Please approve sketch
- 2) See list of columns affected by RFI 128, several of which were not corrected on the shop drawing submittals. Please confirm the list below.

Columns:

"104C3 Was left off original list"

102C2

125C1

106C2 no connection for HD shown on submittal?

126C3 no connection for HD shown on submittal?

103C1

105C1

125C3

125C2 no correction for HD shown on submittal?

127C3 One column only GL 19 and 3' 10" south of GL "E".

127C3SNC Detailing. One column north of GL "D" & 19 is not an HD column.

110C3 One column only GL 19 and 9' 8 ½" south of GL "E".

127C1 Two columns

127C2

Material on hold pending RFI 127 review:

103C2

114B3

Confirm buckets and orientation

107C1

107C2

107C3

Checker could not locate beams at elevator ref. sheet E107:

115B1

115B2

Please verify studs on sheet 115.

Verify bottom plate connection for:

119C3

120C3



REQUEST FOR INFORMATION FOR SUBCONTRACTOR ACTION

RFI No. : 128 R

Project: Marshall Elementary - New 6-8 Classroom Bldg.

Date: 02-13-18

Discipline: Structural

Subject: GLB information clarification

ANSWER

Response:

Sketch appears to be in general conformance with contract documents. Please note that some locations require (2) HD's

See the attachment for confirmation on various column locations

Responded by David Yool on 02/13/18

RESPONSE DISTRIBUTION

Company

Contact

Date Sent

Please review and advise Bernards, **WITHIN 7 days**, if there are any additional costs or schedule impacts associated with incorporating the RFI response with the Contract Work. (Include a brief description and rough order estimate of the change with this notification. If no response is received within 7 days, Bernards shall trust that there is no impact to your Contract Price or Schedule.

Question Initiated By: Jack Furdek - C. A. Buchen Corp - Author Number: 18

Submitted By: Jack Furdek - C. A. Buchen Corp

Project: Marshall Elementary - New 6-8 Classroom Bldg.

REQUEST FOR INFORMATION

Job No. 1641.

3 of 3

Report Date: 2/22/2018



REQUEST FOR INFORMATION

RFI No.: 128 R

To: Jose Arche
Company: CSDA Design Group
Project: Marshall Elementary - New 6-8 Classroom Bldg.

Date: 02-13-18
Discipline: Structural

Subject: GLB information clarification

Response Requested By: 02-20-2018

DRAWINGS & SPECIFICATION REFERENCES

Drawing Sheet / Specification	Detail / Sub Section	Comments
-------------------------------	----------------------	----------

QUESTION

Per RFI128 Response, please confirm / clarify the following:

- 1) ¼"x 4"x 4" angle to be removed from these columns and holes added per attached sketch. Please approve sketch
- 2) See list of columns affected by RFI 128, several of which were not corrected on the shop drawing submittals. Please confirm the list below.

Columns:

102C2 (CONFIRMED)

125C1 (CONFIRMED)

106C2 no connection for HD shown on submittal? (CONFIRMED)

126C3 no connection for HD shown on submittal? (CONFIRMED)

103C1 (CONFIRMED)

105C1 (CONFIRMED)

125C3 (CONFIRMED)

125C2 no correction for HD shown on submittal? (CONFIRMED)

127C3 One column only GL 19 and 3' 10" south of GL "E". (CONFIRMED)

127C3SNC Detailing. One column north of GL "D" & 19 is not an HD column. No shearwall/holddown above. Use angles at this column.

110C3 One column only GL 19 and 9' 8 ½" south of GL "E". (CONFIRMED)

127C1 Two columns (CONFIRMED)

127C2 (CONFIRMED)

ANSWER

NC Response:

Sketch appears to be in general conformance with contract documents. Please note that some locations require (2)HD's

See above for confirmation on various column locations.

By: DY/NC 02/13/18

Response Provided By: _____

Name	Company	Date
------	---------	------

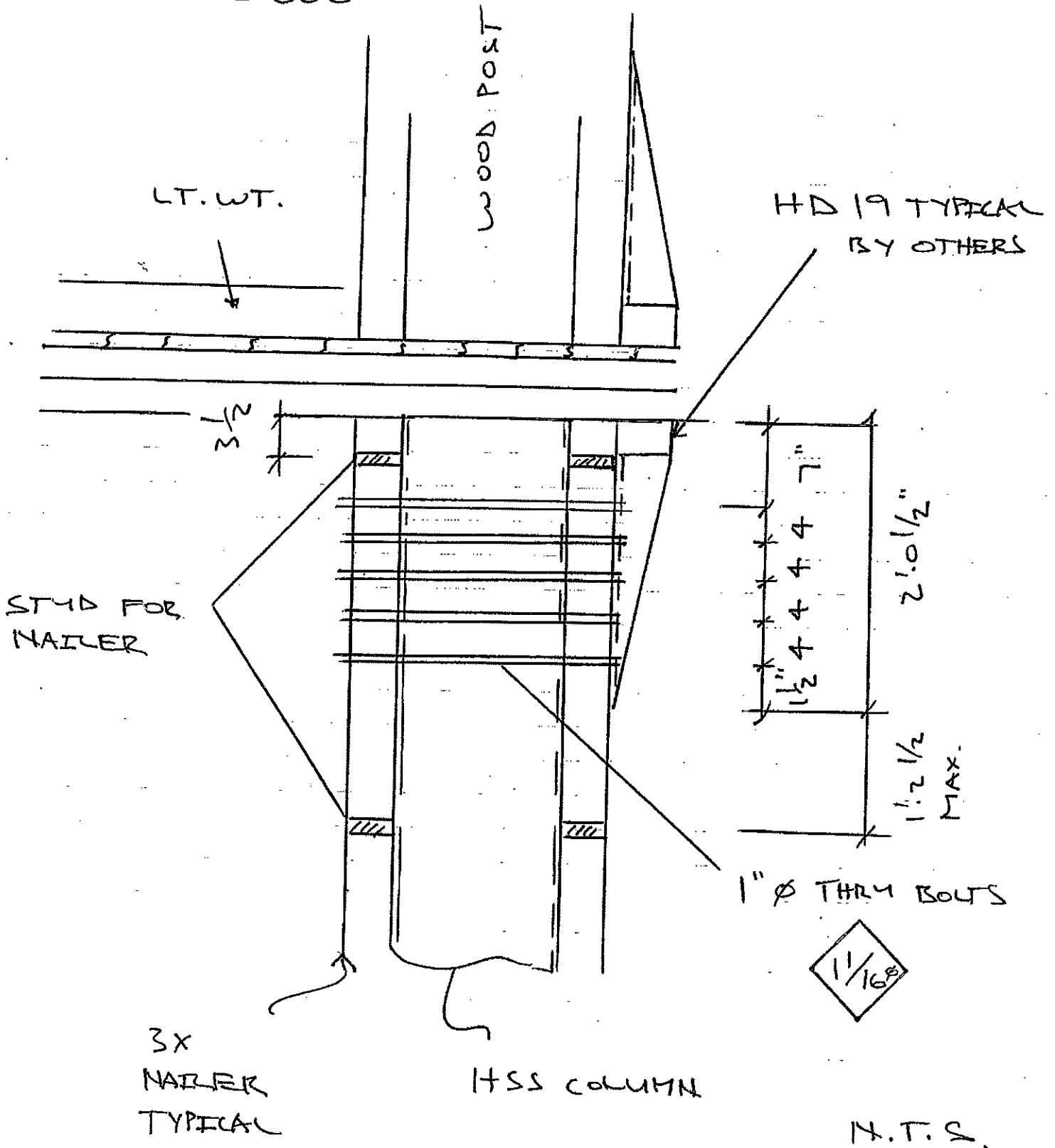
Question Initiated By: Jack Furdek - C. A. Buchen Corp - Author Number: 18

Submitted By: Jack Furdek - C. A. Buchen Corp

BERNARD S MARSHALL E.S.
JOB # A190 2-12-18

RE: RFI 128 RESPONSE

REF. DETAIL 15/ (BOLTED HLDN DETAIL @ 2ND FLOOR)
S-600





REQUEST FOR INFORMATION FOR SUBCONTRACTOR ACTION

RFI No. : 128

Project: Marshall Elementary - New 6-8 Classroom Bldg.

Date: 02-12-18

Discipline: Structural

Subject: GLB information clarification

DRAWING & SPECIFICATION REFERENCES

Drawing Sheet / Specification	Detail / Sub Section	Comments
-------------------------------	----------------------	----------

QUESTION

Design Drawings S-212 (See SK-009-C) does not indicate that there is a glulam beam over for these columns. So, our drawings for approval used detail 13/S-700 (SK-009-D). However, approver changed it to 19A/S-600F (SK-009-E). Please provide size and orientation of the glulam beam.

ANSWER

Response:

The shop drawings indicated angles at the top of columns in question. The intent is not to provide additional glulam beams but rather to remove the angles because they would conflict with the bolted HD connection shown in 19A/S-600F.

Refer to 2nd Floor Framing Plan S-212 which shows HD's above the 1st floor columns. Provide holes in columns as shown in referenced detail to allow for stacking HD connections

By: DY/NC 02/12/18

Note to Contractor: In order to achieve referenced detail above, HDU's may need to be replaced by HD19 for bolting.

RESPONSE DISTRIBUTION

Company	Contact	Date Sent
C. A. Buchen Corp	Jack Furdek	2/12/2018
JF Construction Corp	John Ferrante	2/12/2018

Please review and advise Bernards, WITHIN 7 days, if there are any additional costs or schedule impacts associated with incorporating the RFI response with the Contract Work. (Include a brief description and rough order estimate of the change with this notification. If no response is received within 7 days, Bernards shall trust that there is no impact to your Contract Price or Schedule.

Question Initiated By: Jack Furdek - C. A. Buchen Corp - Author Number: 17

Submitted By: Jack Furdek - C. A. Buchen Corp



REQUEST FOR INFORMATION

RFI No.: 128

To: Jose Arche
Company: CSDA Design Group
Project: Marshall Elementary - New 6-8 Classroom Bldg.

Date: 02-06-18
Discipline: Structural

Subject: GLB information clarification

Response Requested By: 02-13-2018

DRAWINGS & SPECIFICATION REFERENCES

Drawing Sheet / Specification	Detail / Sub Section	Comments
-------------------------------	----------------------	----------

QUESTION

Design Drawings S-212 (See SK-009-C) does not indicate that there is a glulam beam over for these columns. So, our drawings for approval used detail 13/S-700 (SK-009-D). However, approver changed it to 19A/S-600F (SK-009-E). Please provide size and orientation of the glulam beam.

ANSWER

NC Response:

The shop drawings indicated angles at the top of columns in question. The intent is not to provide additional glulam beams but rather to remove the angles because they would conflict with the bolted HD connection shown in 19A/S-600F.

Refer to 2nd Floor Framing Plan S-212 which shows HD's above the 1st floor columns. Provide holes in columns as shown in referenced detail to allow for stacking HD connections.

By: DY/NC 02/12/18

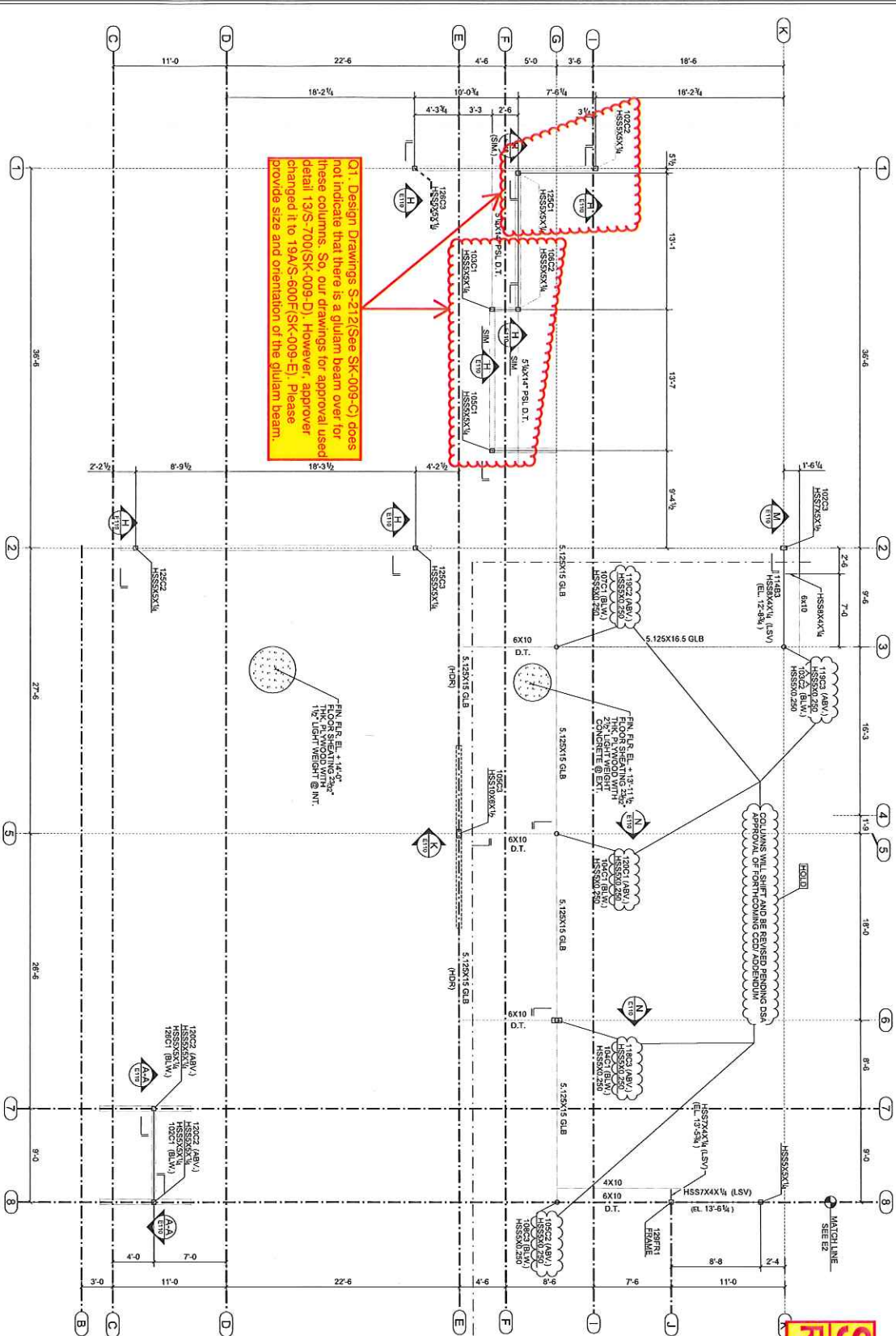
Note to Contractor: In order to achieve referenced detail above, HDU's may need to be replaced by HD19 for bolting.

Response Provided By: _____
 Name Company Date

Question Initiated By: Jack Furdek - C. A. Buchen Corp - Author Number: 17

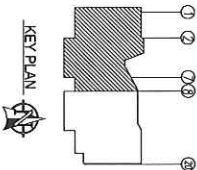
Submitted By: Jack Furdek - C. A. Buchen Corp

SK-009-A
REF: E101



PARTIAL 2ND FLOOR FRAMING PLAN

- 1. REFERENCE ELEV. = 0'-0" (GROUND FLOOR FINISH)
- 2. TOP OF STEEL ELEV. = SEE PLAN
- 3. REF. DWG. S-212

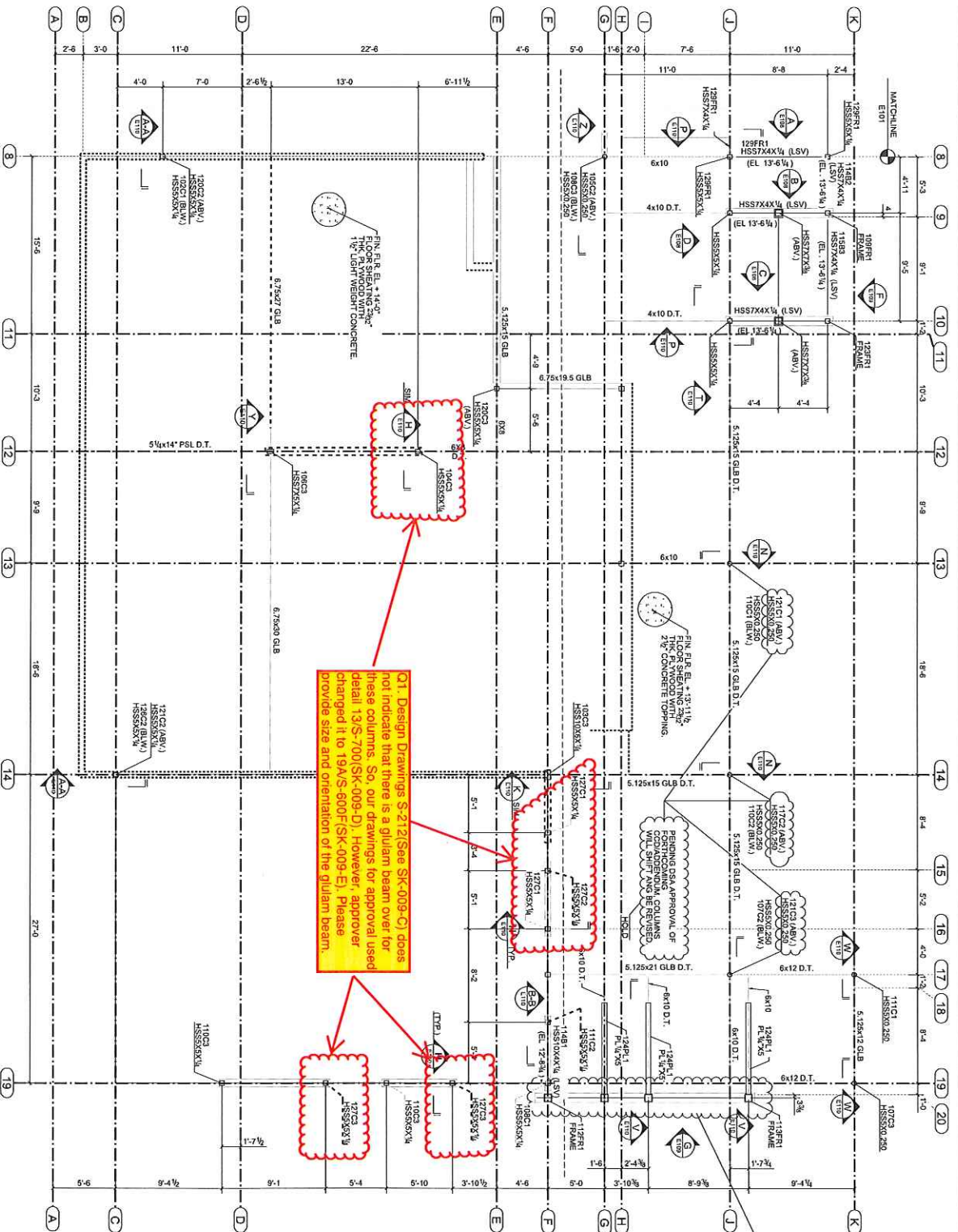


REV	DATE	DESCRIPTION	BY	CHECKED	DATE
1		ISSUED			
2		REVISION			

PROJECT	MARSHALL ELEMENTARY SCHOOL
CLIENT	San Francisco Unified School District
ARCHITECT	SKIDMORE OWINGS & MERRILL LLP
DATE	01/20/2015
DRAWING NO.	A190
PROJECT NO.	E101

cabco C.A. Birkhart Corp.
 501 California
 San Bruno, CA 94066

SK-009-B
REF: E102

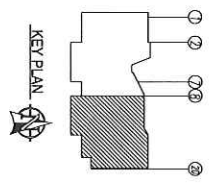


Q1 Design Drawings S-2121 (See SK-009-C) does not indicate that there is a glulam beam over for these columns. So, our drawings for approval used detail 131S-7001(SK-009-D). However, approval changed it to 194S-600F(SK-009-E). Please provide size and orientation of the glulam beam.

PENDING DSA APPROVAL OF CORRECTING SCAL AND BEING REUSED

1. ARCHITECT TO CONFIRM ALL DIMENSIONS
2. ALL ELEVATIONS SHOWN TO BE PORTHOLING CORROBORUM.
3. GLOBED COLUMNS WILL SHIFT AND BE REVERSED.

PARTIAL 2ND FLOOR FRAMING PLAN
1. REFERENCE ELEV. = 0.07' (GROUND FLOOR FINISH)
2. TOP OF STEEL ELEV. = SEE PLAN
3. REF. DWG. S-212



REVISIONS		DATE	
NO.	DATE	DESCRIPTION	BY
1	11/11/2020	ISSUED FOR PERMIT	MM
2	11/11/2020	ISSUED FOR PERMIT	MM
3	11/11/2020	ISSUED FOR PERMIT	MM
4	11/11/2020	ISSUED FOR PERMIT	MM
5	11/11/2020	ISSUED FOR PERMIT	MM
6	11/11/2020	ISSUED FOR PERMIT	MM
7	11/11/2020	ISSUED FOR PERMIT	MM
8	11/11/2020	ISSUED FOR PERMIT	MM
9	11/11/2020	ISSUED FOR PERMIT	MM
10	11/11/2020	ISSUED FOR PERMIT	MM
11	11/11/2020	ISSUED FOR PERMIT	MM
12	11/11/2020	ISSUED FOR PERMIT	MM
13	11/11/2020	ISSUED FOR PERMIT	MM
14	11/11/2020	ISSUED FOR PERMIT	MM
15	11/11/2020	ISSUED FOR PERMIT	MM
16	11/11/2020	ISSUED FOR PERMIT	MM
17	11/11/2020	ISSUED FOR PERMIT	MM
18	11/11/2020	ISSUED FOR PERMIT	MM
19	11/11/2020	ISSUED FOR PERMIT	MM
20	11/11/2020	ISSUED FOR PERMIT	MM

cabco C.A. Blum Corp.
500 West 10th Street, Suite 100
San Diego, CA 92101

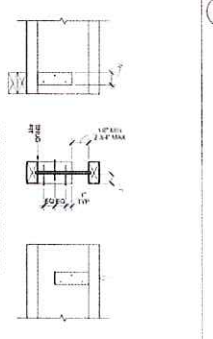
MARSHALL ELEMENTARY SCHOOL
2000 MARSHALL ELEMENTARY SCHOOL DRIVE
SAN DIEGO, CA 92108
ARCHITECT: MARSHALL ELEMENTARY SCHOOL
ENGINEER: C.A. Blum Corp.
DATE: 11/11/2020
DRAWN BY: E102

SK-009-E
REF: S-600F

1.500'	2.000'	2.500'	3.000'	3.500'	4.000'	4.500'	5.000'	5.500'	6.000'	6.500'	7.000'	7.500'	8.000'	8.500'	9.000'	9.500'	10.000'
1"	2"	3"	4"	5"	6"	7"	8"	9"	10"	11"	12"	13"	14"	15"	16"	17"	18"

NOTES:
1. CLIMATE: WINDSPEED 65 MPH (AS PER LOCAL CODES)
2. CLIMATE: 100 YEAR 2 INCHES (AS PER LOCAL CODES)
3. CLIMATE: 100 YEAR 5 INCHES (AS PER LOCAL CODES)
4. CLIMATE: 100 YEAR 10 INCHES (AS PER LOCAL CODES)
5. CLIMATE: 100 YEAR 15 INCHES (AS PER LOCAL CODES)
6. CLIMATE: 100 YEAR 20 INCHES (AS PER LOCAL CODES)
7. CLIMATE: 100 YEAR 25 INCHES (AS PER LOCAL CODES)
8. CLIMATE: 100 YEAR 30 INCHES (AS PER LOCAL CODES)
9. CLIMATE: 100 YEAR 35 INCHES (AS PER LOCAL CODES)
10. CLIMATE: 100 YEAR 40 INCHES (AS PER LOCAL CODES)
11. CLIMATE: 100 YEAR 45 INCHES (AS PER LOCAL CODES)
12. CLIMATE: 100 YEAR 50 INCHES (AS PER LOCAL CODES)
13. CLIMATE: 100 YEAR 55 INCHES (AS PER LOCAL CODES)
14. CLIMATE: 100 YEAR 60 INCHES (AS PER LOCAL CODES)
15. CLIMATE: 100 YEAR 65 INCHES (AS PER LOCAL CODES)
16. CLIMATE: 100 YEAR 70 INCHES (AS PER LOCAL CODES)
17. CLIMATE: 100 YEAR 75 INCHES (AS PER LOCAL CODES)
18. CLIMATE: 100 YEAR 80 INCHES (AS PER LOCAL CODES)
19. CLIMATE: 100 YEAR 85 INCHES (AS PER LOCAL CODES)
20. CLIMATE: 100 YEAR 90 INCHES (AS PER LOCAL CODES)

4 TYPICAL JOIST SECTION
SCALE: 1/2" = 1'-0"

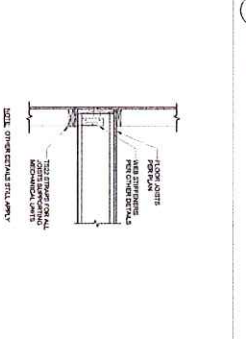


A SUPPORT POINTS
B CONCENTRATED LOAD POINTS

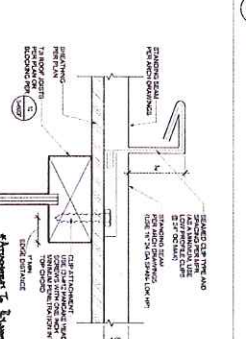
SLAB	WALL	TRIM	WALL	WALL
1.500'	2.000'	2.500'	3.000'	3.500'
1"	2"	3"	4"	5"

NOTES:
1. TOP CHORD JOISTS REINFORCED WITH #4 BARS AT 12" O.C.
2. BOTTOM CHORD JOISTS REINFORCED WITH #4 BARS AT 12" O.C.
3. ALL JOIST ENDS REINFORCED WITH #4 BARS AT 12" O.C.
4. ALL JOIST ENDS REINFORCED WITH #4 BARS AT 12" O.C.
5. ALL JOIST ENDS REINFORCED WITH #4 BARS AT 12" O.C.
6. ALL JOIST ENDS REINFORCED WITH #4 BARS AT 12" O.C.
7. ALL JOIST ENDS REINFORCED WITH #4 BARS AT 12" O.C.
8. ALL JOIST ENDS REINFORCED WITH #4 BARS AT 12" O.C.
9. ALL JOIST ENDS REINFORCED WITH #4 BARS AT 12" O.C.
10. ALL JOIST ENDS REINFORCED WITH #4 BARS AT 12" O.C.
11. ALL JOIST ENDS REINFORCED WITH #4 BARS AT 12" O.C.
12. ALL JOIST ENDS REINFORCED WITH #4 BARS AT 12" O.C.
13. ALL JOIST ENDS REINFORCED WITH #4 BARS AT 12" O.C.
14. ALL JOIST ENDS REINFORCED WITH #4 BARS AT 12" O.C.
15. ALL JOIST ENDS REINFORCED WITH #4 BARS AT 12" O.C.
16. ALL JOIST ENDS REINFORCED WITH #4 BARS AT 12" O.C.
17. ALL JOIST ENDS REINFORCED WITH #4 BARS AT 12" O.C.
18. ALL JOIST ENDS REINFORCED WITH #4 BARS AT 12" O.C.
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20. ALL JOIST ENDS REINFORCED WITH #4 BARS AT 12" O.C.

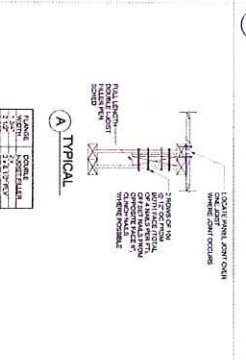
2 TYP REINFORCEMENT OF TJI JOISTS
SCALE: 1/2" = 1'-0"



1 JOISTS UNDER MECHANICAL UNITS
SCALE: 1/2" = 1'-0"



5 STANDING SEAM ROOF CLIP ATTACHMENT
SCALE: 1/2" = 1'-0"



9 DOUBLE JOIST ASSEMBLY
SCALE: 1/2" = 1'-0"



10 TJI BLOCKING
SCALE: 1/2" = 1'-0"



19 SECTION
SCALE: 1/2" = 1'-0"



20 SECTION
SCALE: 1/2" = 1'-0"



7 ROOF TIES @ VALLEYS AND RIDGES
SCALE: 1/2" = 1'-0"



6 ROOF JOIST BLOCKING AND BRACING
SCALE: 1/2" = 1'-0"



3 TYPICAL JOIST SECTION
SCALE: 1/2" = 1'-0"



4 TYPICAL JOIST SECTION
SCALE: 1/2" = 1'-0"



5 STANDING SEAM ROOF CLIP ATTACHMENT
SCALE: 1/2" = 1'-0"



9 DOUBLE JOIST ASSEMBLY
SCALE: 1/2" = 1'-0"



10 TJI BLOCKING
SCALE: 1/2" = 1'-0"



19 SECTION
SCALE: 1/2" = 1'-0"



20 SECTION
SCALE: 1/2" = 1'-0"



7 ROOF TIES @ VALLEYS AND RIDGES
SCALE: 1/2" = 1'-0"



6 ROOF JOIST BLOCKING AND BRACING
SCALE: 1/2" = 1'-0"



3 TYPICAL JOIST SECTION
SCALE: 1/2" = 1'-0"



4 TYPICAL JOIST SECTION
SCALE: 1/2" = 1'-0"



5 STANDING SEAM ROOF CLIP ATTACHMENT
SCALE: 1/2" = 1'-0"



9 DOUBLE JOIST ASSEMBLY
SCALE: 1/2" = 1'-0"



10 TJI BLOCKING
SCALE: 1/2" = 1'-0"



19 SECTION
SCALE: 1/2" = 1'-0"



20 SECTION
SCALE: 1/2" = 1'-0"



7 ROOF TIES @ VALLEYS AND RIDGES
SCALE: 1/2" = 1'-0"



6 ROOF JOIST BLOCKING AND BRACING
SCALE: 1/2" = 1'-0"



3 TYPICAL JOIST SECTION
SCALE: 1/2" = 1'-0"



4 TYPICAL JOIST SECTION
SCALE: 1/2" = 1'-0"



5 STANDING SEAM ROOF CLIP ATTACHMENT
SCALE: 1/2" = 1'-0"



9 DOUBLE JOIST ASSEMBLY
SCALE: 1/2" = 1'-0"



10 TJI BLOCKING
SCALE: 1/2" = 1'-0"



19 SECTION
SCALE: 1/2" = 1'-0"



20 SECTION
SCALE: 1/2" = 1'-0"



7 ROOF TIES @ VALLEYS AND RIDGES
SCALE: 1/2" = 1'-0"



6 ROOF JOIST BLOCKING AND BRACING
SCALE: 1/2" = 1'-0"



3 TYPICAL JOIST SECTION
SCALE: 1/2" = 1'-0"



4 TYPICAL JOIST SECTION
SCALE: 1/2" = 1'-0"



5 STANDING SEAM ROOF CLIP ATTACHMENT
SCALE: 1/2" = 1'-0"



9 DOUBLE JOIST ASSEMBLY
SCALE: 1/2" = 1'-0"



10 TJI BLOCKING
SCALE: 1/2" = 1'-0"



19 SECTION
SCALE: 1/2" = 1'-0"



20 SECTION
SCALE: 1/2" = 1'-0"



7 ROOF TIES @ VALLEYS AND RIDGES
SCALE: 1/2" = 1'-0"



6 ROOF JOIST BLOCKING AND BRACING
SCALE: 1/2" = 1'-0"



3 TYPICAL JOIST SECTION
SCALE: 1/2" = 1'-0"



4 TYPICAL JOIST SECTION
SCALE: 1/2" = 1'-0"



5 STANDING SEAM ROOF CLIP ATTACHMENT
SCALE: 1/2" = 1'-0"



9 DOUBLE JOIST ASSEMBLY
SCALE: 1/2" = 1'-0"



10 TJI BLOCKING
SCALE: 1/2" = 1'-0"



19 SECTION
SCALE: 1/2" = 1'-0"



20 SECTION
SCALE: 1/2" = 1'-0"



7 ROOF TIES @ VALLEYS AND RIDGES
SCALE: 1/2" = 1'-0"



6 ROOF JOIST BLOCKING AND BRACING
SCALE: 1/2" = 1'-0"



3 TYPICAL JOIST SECTION
SCALE: 1/2" = 1'-0"



4 TYPICAL JOIST SECTION
SCALE: 1/2" = 1'-0"



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20 SECTION
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SCALE: 1/2" = 1'-0"



4 TYPICAL JOIST SECTION
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SCALE: 1/2" = 1'-0"



3 TYPICAL JOIST SECTION
SCALE: 1/2" = 1'-0"



4 TYPICAL JOIST SECTION
SCALE: 1/2" = 1'-0"



CONTINGENCY ALLOCATION REQUEST

CAR No. 21 R0

Date: 4/30/2018

Project: Marshall Elementary - New 6-8 Classroom Bldg.

DESCRIPTION OF WORK

CCD 11 Concrete work - (12) electrical conduits with sleeves varying from 1"-4" dia. penetrating through the concrete stem wall of footing to the electrical room 106. Step footings added.

SUMMARY OF ALLOCATIONS

Item Description	Company	Amount Requested
Contractual Costs		
Contingency Allocation		-3,069
	Subtotal:	-3,069

SUMMARY OF ALLOCATIONS

Item Description	Company	Amount Requested
Subcontract Costs		
CCD 11 - frid line 9	Santa Clarita Concrete	448
Place 3 Buckheads for electrical conductor on stepped footing	Santa Clarita Concrete	1,249
Electrical Room Step footing	Santa Clarita Concrete	1,372
	Subtotal:	3,069

Total Change Order Request Amount 0

ACKNOWLEDGEMENT

Oxnard School District

Bernards Bros. Inc.

Signature

Rebecca Miller

Signature

Printed Name & Title

Rebecca Miller Project Manager

Printed Name & Title

Date

7/31/18

Date

Jose R. Archib
JOSE R. ARCHIB CSPA
7-30-18

[Signature] *7/31/18*



16164 Sierra Highway
 Santa Clarita, CA 91390
 Phone 661.252.2012
 Fax 661.298.4585
 CA License No. 381605

CHANGE ORDER REQUEST

COR	SCC-011
P&O	15.00%
SUB P&O	5.00%
BOND	1.00%
REVISION	Original submission

PROJECT	Marshall Elementary School
OWNER/REP	Bernards Brothers
ATTN	Rebecca
DATE	4/4/18
REFERENCE	Attached Ticket

NARRATIVE FOR CHANGE ORDER REQUEST

Provide labor, equipment and materials to provide additional work as referenced in this change order request: Work as directed by Bernards.

REF	DESCRIPTION	LOC	DATE	CATEGORY	TYPE	R/OT	QTY	UNIT	RATE	TOTAL
AWA-10086	added bulkheads	GL 7-8	1/16/18	Carpenter	Journeyman	R	8	Hr	\$84.96	\$679.68
AWA-10086	added bulkheads	GL 7-8	1/16/18	Material	4x8x8 DF	R	6	Ea	\$34.87	\$209.22
AWA-10086	added bulkheads	GL 7-8	1/16/18	Material	Plywood 3/4	R	3	Ea	\$50.67	\$152.01
AWA-10086	added bulkheads	GL 7-8	1/16/18	Equipment	Skilsaw/Blades	R	1	Ea	\$45.00	\$45.00

EXCLUSIONS/QUALIFICATIONS

Additional work for this scope may be outstanding on other tickets and/or COR's

This COR may not include all work for this scope.

This COR only includes the work and quantities listed.

This COR may impact the completion schedule - see below

EXTENSION OF CONTRACT DURATION-->

5 DAYS

SUB-TOTAL	\$1,085.91
P&O	\$162.89
TOTAL FOR THIS COR	\$1,248.80



(661) 252-2012
Lic. No. 381605
16164 Sierra Hwy.
Santa Clarita, CA 91390

AUTHORIZATION 10086

ADDITIONAL WORK AUTHORIZATION

DATE: 01/16/18

CUSTOMERS NAME Bernards

JOB NAME Marshall new Classroom

STREET _____

STREET Thurgood Marshall dr.

CITY _____ STATE Ca

CITY Oxnard Ca.

JOB # 558 TRACT # _____

You are hereby authorized to perform the following specifically described additional work:

Place 3 buckheads for electrical conductors on stepped footings cold lines 7 and 8

Time: - 4 Carpenters 2 hours

Materials: - 3 plywood 4'x8'x 3/4"
6 - 2"x4"x16'

ADDITIONAL CHARGE FOR ABOVE WORK IS \$ _____

TERMS ARE NET - 10TH PROX.

The above work is an extra to the original contract for the above referenced job:

AUTHORIZING SIGNATURE [Signature] DATE: [Signature]
(Customer signs here)

We hereby agree to furnish material and labor - complete in accordance with the above specifications, at above stated price.

AUTHORIZING SIGNATURE [Signature] DATE: 01/16/18
(Contractor signs here)



16164 Sierra Highway
 Santa Clarita, CA 91390
 Phone 661.252.2012
 Fax 661.298.4585
 CA License No. 381605

CHANGE ORDER REQUEST

COR	SCC-013
P&O	15.00%
SUB P&O	5.00%
BOND	1.00%
REVISION	Original submission

PROJECT	Marshall Elementary School
OWNER/REP	Bernards Brothers
ATTN	Rebecca
DATE	4/4/18
REFERENCE	Attached Ticket

NARRATIVE FOR CHANGE ORDER REQUEST

Provide labor, equipment and materials to provide additional work as referenced in this change order request: Work as directed by Bernards.

REF	DESCRIPTION	LOC	DATE	CATEGORY	TYPE	R/OT	QTY	UNIT	RATE	TOTAL
AWA-10219	stirp block out	GL 9	1/19/18	Carpenter	Journeyman	R	4	Hr	\$84.96	\$339.84
AWA-10219	stirp block out	GL 9	1/19/18	Material	Epoxy	R	1	Ea	\$49.32	\$49.32

EXCLUSIONS/QUALIFICATIONS

Additional work for this scope may be outstanding on other tickets and/or COR's
 This COR may not include all work for this scope.
 This COR only includes the work and quantities listed.
 This COR may impact the completion schedule - see below

EXTENSION OF CONTRACT DURATION--> 5 DAYS

SUB-TOTAL	\$389.16
P&O	\$58.37
TOTAL FOR THIS COR	\$447.53



(661) 252-2012
Lic. No. 381605
16164 Sierra Hwy.
Santa Clarita, CA 91390

AUTHORIZATION 10219

ADDITIONAL WORK AUTHORIZATION

DATE: 01/19/18

CUSTOMERS NAME Bernards
STREET _____
CITY _____ STATE Ca.

JOB NAME Marshall new classroom
STREET Thurgood Marshall
CITY Oxnard Ca.
JOB # 558 TRACT # _____

You are hereby authorized to perform the following specifically described additional work:

stripping block out at Footing on Grid line 9 after
slurry pour at electrical room.
And drill and epoxy 6 horizontal bars in to the
stepped Footing

Time: - 1 carpenter 4 hours

Materials: - 1 tube of Epoxy SET XP

ADDITIONAL CHARGE FOR ABOVE WORK IS \$ _____

TERMS ARE NET - 10TH PROX.

The above work is an extra to the original contract for the above referenced job:

AUTHORIZING SIGNATURE *William Wang* DATE: 01-29-18
(Customer signs here)

We hereby agree to furnish material and labor - complete in accordance with the above specifications, at above stated price.

AUTHORIZING SIGNATURE *[Signature]* DATE: 01/19/18
(Contractor signs here)



16164 Sierra Highway
 Santa Clarita, CA 91390
 Phone 661.252.2012
 Fax 661.298.4585
 CA License No. 381605

CHANGE ORDER REQUEST

COR	SCC-017
P&O	15.00%
SUB P&O	5.00%
BOND	1.00%
REVISION	Original submission

PROJECT	Marshall Elementary School
OWNER/REP	Bernards Brothers
ATTN	Rebecca
DATE	4/4/18
REFERENCE	Attached Ticket

NARRATIVE FOR CHANGE ORDER REQUEST

Provide labor, equipment and materials to provide additional work as referenced in this change order request: Work as directed by Bernards.

REF	DESCRIPTION	LOC	DATE	CATEGORY	TYPE	R/OT	QTY	UNIT	RATE	TOTAL
AWA-10077	form step ftgs	GL 7/8	12/11/18	Carpenter	Journeyman	R	4	Hr	\$84.96	\$339.84
AWA-10077	form step ftgs	GL 7/8	12/11/18	Material	Plywood 3/4	R	1	Ea	\$50.67	\$50.67
AWA-10077	form step ftgs	GL 7/8	12/11/18	Material	2x4x16 TS	R	2	Ea	\$17.95	\$35.90
AWA-10078	form step ftgs	GL 16	12/28/18	Carpenter	Journeyman	R	8	Hr	\$84.96	\$679.68
AWA-10078	form step ftgs	GL 16	12/28/18	Material	Plywood 3/4	R	1	Ea	\$50.67	\$50.67
AWA-10078	form step ftgs	GL 16	12/28/18	Material	2x4x16 TS	R	2	Ea	\$17.95	\$35.90

EXCLUSIONS/QUALIFICATIONS

Additional work for this scope may be outstanding on other tickets and/or COR's
 This COR may not include all work for this scope.
 This COR only includes the work and quantities listed.
 This COR may impact the completion schedule - see below
 EXTENSION OF CONTRACT DURATION--> 5 DAYS

SUB-TOTAL	\$1,192.66
P&O	\$178.90
TOTAL FOR THIS COR	\$1,371.56



(661) 252-2012
Lic. No. 381605
16164 Sierra Hwy.
Santa Clarita, CA 91390

AUTHORIZATION 10077

ADDITIONAL WORK AUTHORIZATION DATE: _____

CUSTOMERS
NAME _____
STREET _____
CITY _____ STATE _____

JOB NAME _____
STREET _____
CITY _____
JOB # 258 TRACT # _____

You are hereby authorized to perform the following specifically described additional work:

forming slab footings and base for all 4
columns & supports to meet
structural & approved by S&P
E 2/27/11

ADDITIONAL CHARGE FOR ABOVE WORK IS \$ _____

TERMS ARE NET — 10TH PROX.

The above work is an extra to the original contract for the above referenced job:

AUTHORIZING SIGNATURE _____ DATE: _____
(Customer signs here)

We hereby agree to furnish material and labor — complete in accordance with the above specifications, at above stated price.

AUTHORIZING SIGNATURE _____ DATE: _____
(Contractor signs here)



(661) 252-2012
Lic. No. 381605
16164 Sierra Hwy.
Santa Clarita, CA 91390

AUTHORIZATION 10078

ADDITIONAL WORK AUTHORIZATION

DATE: 1/21/17

CUSTOMERS
NAME Boccardo
STREET _____
CITY _____ STATE Ca

JOB NAME Marshall New Home
STREET Marshall New Home
CITY Corona
JOB # 508 TRACT # _____

You are hereby authorized to perform the following specifically described additional work:

Inserting step footings at grid line 16 at base and
above 7.1.15 by
above templates on grid 16 wall at exterior base
7.1.15 by

Time: 2 - Carpenter 4 hours

Material 1 - 4' x 8' x 8' plywood
2 - 2' x 4' x 16'

ADDITIONAL CHARGE FOR ABOVE WORK IS \$ _____

TERMS ARE NET - 10TH PROX.

The above work is an extra to the original contract for the above referenced job:

AUTHORIZING SIGNATURE [Signature] DATE: 12-28-16
(Customer signs here)

We hereby agree to furnish material and labor - complete in accordance with the above specifications, at above stated price.

AUTHORIZING SIGNATURE [Signature] DATE: 12/28/16
(Contractor signs here)

APPLICATION FOR APPROVAL OF CONSTRUCTION CHANGE DOCUMENT - CCD CATEGORY A/B

This application is for construction changes, as defined in IR A-6, to approved contract documents. 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: Marshall Elementary School New Classroom Building	DSA App. #: 03 - 116806

APPLICANT		
CCD Cat. <input checked="" type="checkbox"/> A / <input type="checkbox"/> B, #011	Date Submitted: 12/13/17	Attached Pages?: <input type="checkbox"/> No <input type="checkbox"/> Yes (4 pages)
For CCD Cat. B, this is a <input type="checkbox"/> voluntary submittal, <input type="checkbox"/> DSA required submittal (attach DSA notification requiring submission).		
Firm Name: CSDA Design Group	Contact Name: Michael Schoen	
Email: mschoen@csdadesigngroup.com	Phone Number: (310) 301-4772	
Address: 889 N Douglas St, Suite 100		
City: El Segundo	State: CA	Zip: 90245
<input type="checkbox"/> A DSA 301-N, DSA 301-P, or 90-Day Letter has been issued for this project.		
<input checked="" type="checkbox"/> For project currently under construction.		
<input type="checkbox"/> To obtain DSA approval of existing uncertified building(s).		

DESIGN PROFESSIONAL IN GENERAL RESPONSIBLE CHARGE	
Name of Design Professional in General Responsible Charge: Michael Schoen	
Professional License #: C-35165	Discipline: Architect


Design Professional in General Responsible Charge Statement: The attached Construction Change Documents have been examined by me for design intent and appear to meet the appropriate requirements of Title 24, California Code of Regulations and the project specifications. They are acceptable for incorporation into the construction of the project.

Signature:  _____
 DESIGN PROFESSIONAL IN GENERAL RESPONSIBLE CHARGE

CHECK THIS BOX: To confirm that all CCD drawings and, when applicable, first sheet or index of calculations and specifications have been stamped and signed by the Responsible Design Professional listed on DSA 1 for this this project.

Brief description of construction change (attach additional sheets if needed):
(12) electrical conduits with sleeves varying from 1"-4" dia. penetrating through the concrete stem wall of footing to the electrical room 106. New details attached with reference drawings. For clarification we have provided a BIM model images showing impacted areas.

List of DSA approved drawings affected by this CCD: **S-211, S-400A**

DSA USE ONLY		For business office use only		DSA Stamp	
SSS _____ Date _____	Approved / Disapproved / Not Req'd	Date Sent _____		 APPROVED DIV. OF THE STATE ARCHITECT LOS ANGELES REGIONAL OFFICE DATE 01/05/2018 eyoshimu	
FLS _____ Date _____	Approved / Disapproved Not Req'd	Return By _____			
ACS _____ Date _____	Approved / Disapproved Not Req'd	Delivery Method _____			
Remarks _____					

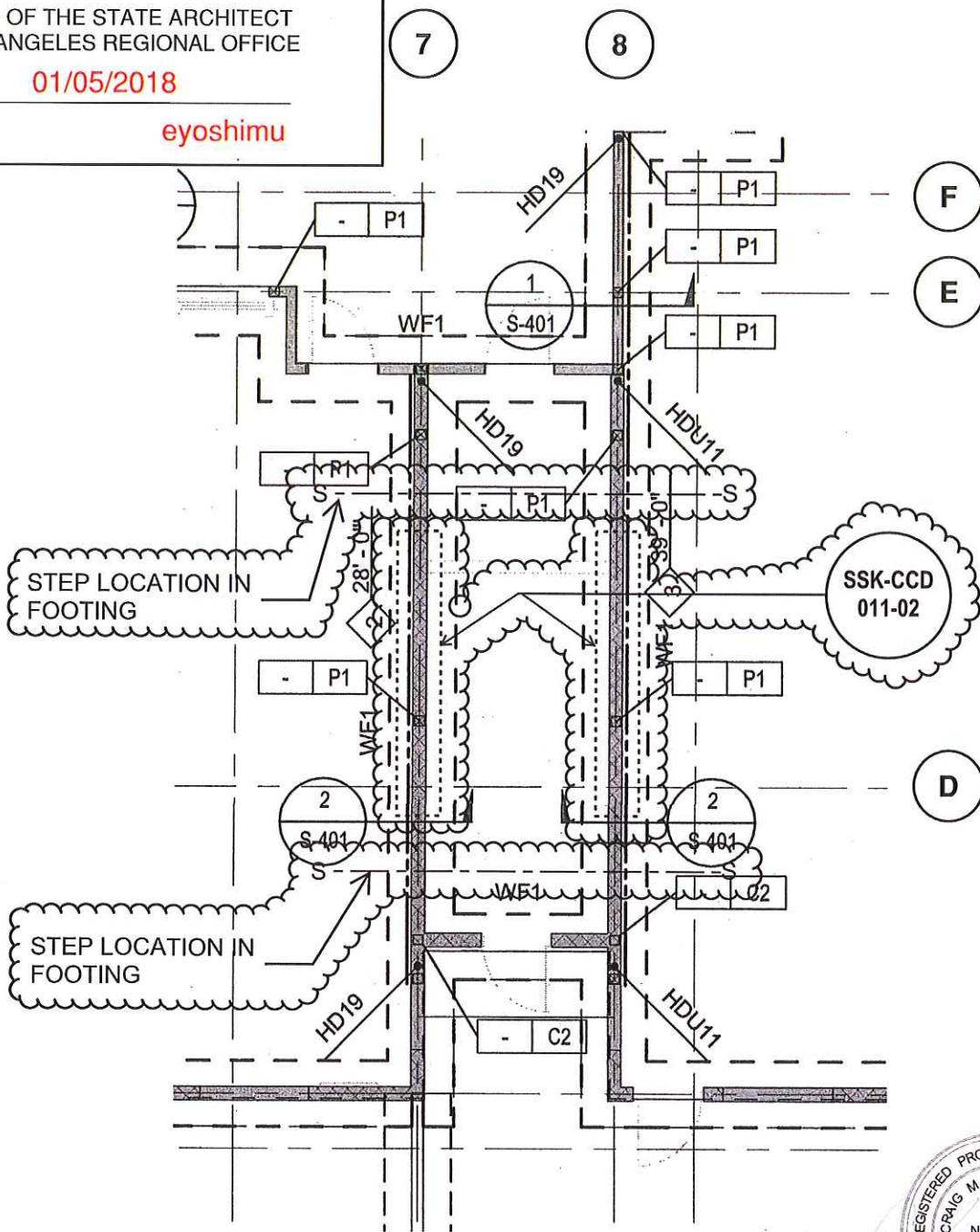


APPROVED

DIV. OF THE STATE ARCHITECT
LOS ANGELES REGIONAL OFFICE

DATE 01/05/2018

eyoshimu



REVISED PARTIAL PLAN

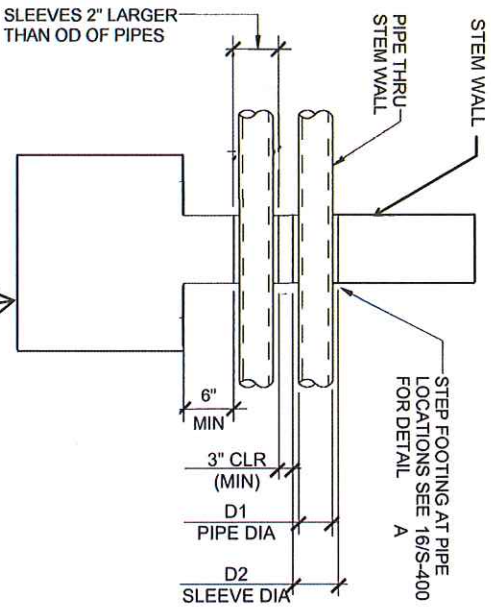
Description of change:

Partial plan to denote location where new detail is to be applied. New detail provides additional reinforcement at area with multiple pipe penetrations (12 total) through stem wall of footing.
referenced drawings/details: 1/S-400A, S-211

**NISHKIAN
CHAMBERLAIN**
CONSULTING AND STRUCTURAL
ENGINEERS SINCE 1919
NC PROJECT #: 40340

CSDA PROJECT #:	1534.01	SHEET:	1 OF 2
MARSHALL ES - NEW CLASSROOM BUILDING	2900 Thurgood Marshall Dr, Oxnard, CA 93036	DRAWING REFERENCE:	S-211
		SCALE:	NTS
		DATE:	12/08/2017
DSA A# 03-116806	REVISED PLAN	CCD #011	SSK-CCD011-01

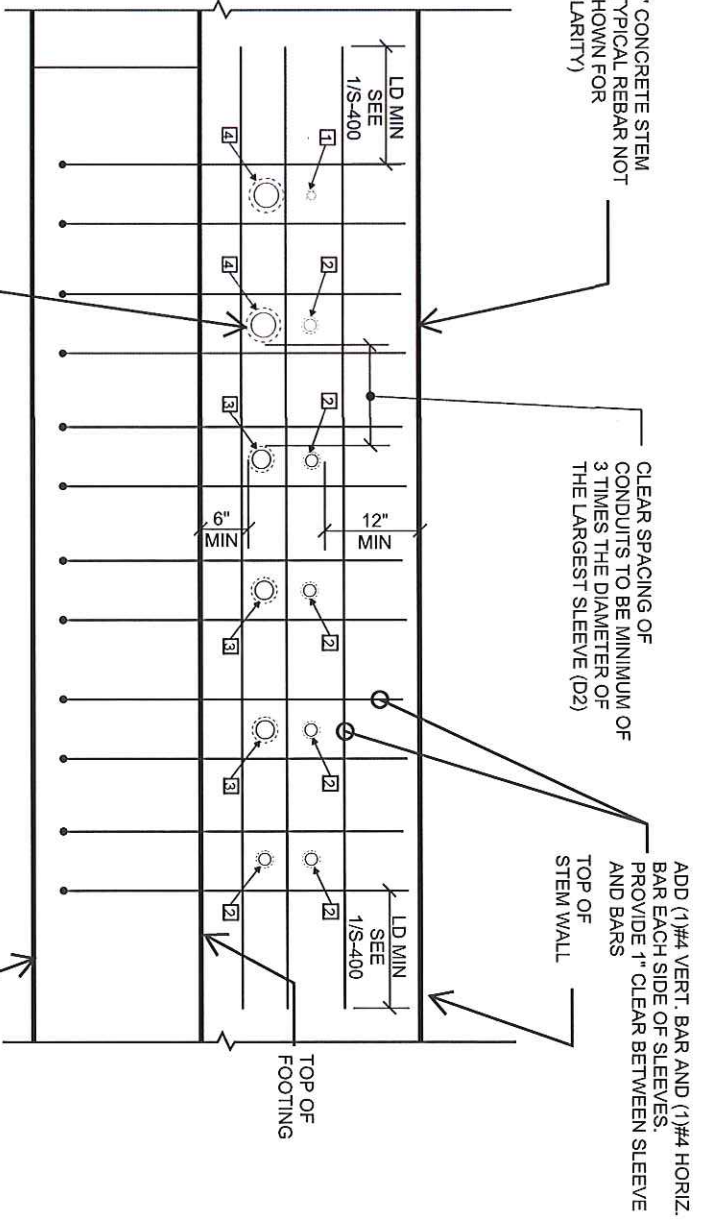
CSDA | DESIGN GROUP



A SECTION

FOOTING PER PLAN

- PIPES WITH SLEEVE BY OTHERS (12 PIPES TOTAL)
- 1 - 1" DIA PIPE W/ 3/4" SLEEVE
 - 2 - 2" DIA PIPE W/ 4-1/2" SLEEVE
 - 3 - 3" DIA PIPE W/ 5-1/2" SLEEVE
 - 4 - 4" DIA PIPE W/ 6-1/2" SLEEVE



B ELEVATION

NEW DETAIL

Description of change:
 New detail provides additional reinforcement at area with multiple pipe penetrations (12 total) through stem wall of footing.
 referenced drawings/details: 1/S-400A, S-211

CSDA PROJECT #: 1634.01
 MARSHALL ES - NEW CLASSROOM BUILDING
 2900 Thurgood Marshall Dr, Oxnard, CA 93036
DSA A# 03-116806

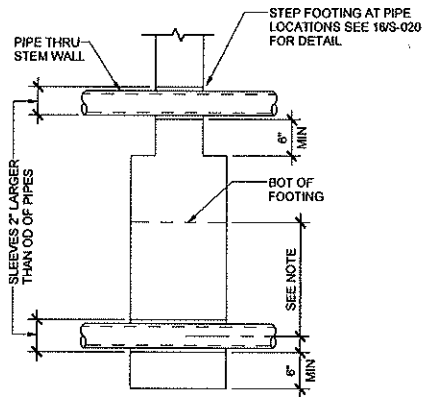
SHEET: 2 OF 2
 DRAWING REFERENCE: 1/S-400A
 SCALE: NTS
 DATE: 12/08/2017

NISHKIAN CHAMBERLAIN
 CONSULTING AND STRUCTURAL ENGINEERS SINCE 1919
 NC PROJECT #: 40340
CCD # 011

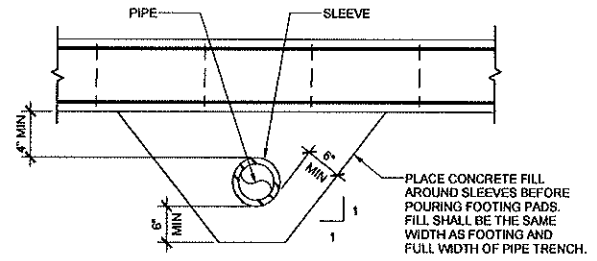
CSDA DESIGN GROUP
SSK-CCD011-02

APPROVED
 DIV. OF THE STATE ARCHITECT
 LOS ANGELES REGIONAL OFFICE
 DATE: **01/05/2018**
 eyoshimu

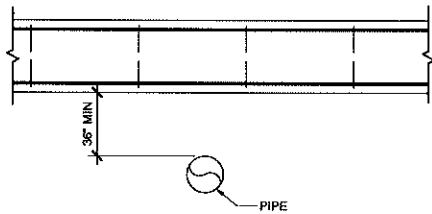




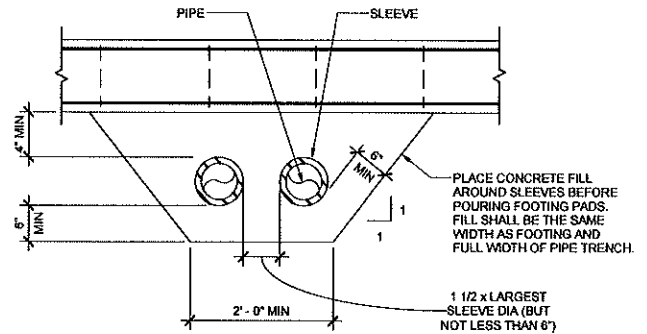
NOTE:
 FOR PIPES 3'-0" OR LESS BELOW FOOTING PROVIDE SLEEVE AND CONCRETE AS SHOWN; MORE THAN 3'-0" COMPACT BACKFILL OVER PIPE TO 90% AS APPROVED BY SOILS ENGINEER OR USE STEPPED FOOTING BELOW PIPE.



CLOSE TO BOTTOM



BELOW BOTTOM



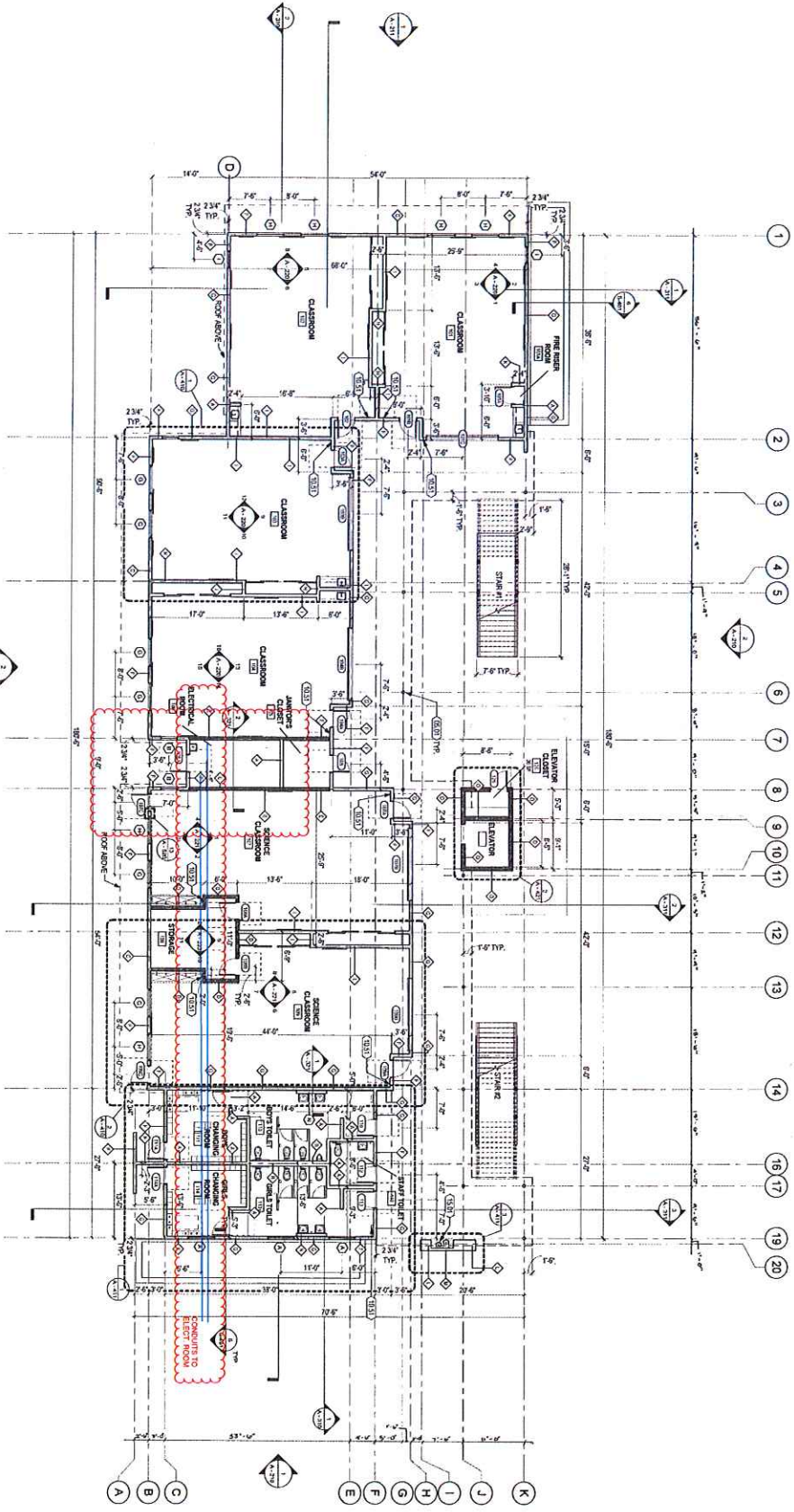
**CLOSE TO BOTTOM
 (MULTIPLE PENETRATIONS)**

1

PIPES PERPENDICULAR TO GRADE BEAM OR FOOTING

SCALE: 3/4" = 1'-0"

**DETAIL 1/S-400A
 (FROM DSA APPROVED PLANS)
 FOR REFERENCE ONLY**



FIRST FLOOR PLAN 1

KEYNOTES

0510	STRUCTURAL COLUMN, S.S.D. TYPICAL
0511	FIRE RATED GLASS CURTAIN WALL ASSEMBLY, SEE SECTION 051100
1010	ACCESSIBLE RAMPWAY, FINISH WALL, MOUNTING SEE TYPICAL

- ACOUSTICAL NOTES**
1. FLOOR FLOORING FINISHES TO BE REVIEWED BY ARCHITECT.
 2. TO ACHIEVE I.C.T. CRITERION, A RESILIENT UNDERLAYMENT SHALL BE INSTALLED UNDER THE FINISH FLOORING AT THE SECOND FLOOR. SEE SECTION 051100 FOR FURTHER INFORMATION.
 3. S.S.D. FOR ADDITIONAL COLUMN S.S.D. WALL LOCATIONS, FOR ADDITIONAL COLUMN S.S.D. WALL LOCATIONS, SEE ENHANCED PLAN FOR ADDITIONAL DIMS INFORMATION.

LEGEND

	WOOD STUD WALL
	WOOD STUD WALL - 1 HR FIRE RATED
	WALL TYPE, SEE SHEET A-100
	WINDOW TYPE, SEE SHEET A-100
	DOOR TYPE, SEE SHEET A-100

- SHEET NOTES**
1. FINISH FLOOR ELEVATION SHALL BE 0'-0" @ THE GRIDLINE CORNER 1-4 @ THE SECOND FLOOR UNLN.
 2. DIMENSIONS TO WALLS SHALL BE TO THE FACE UNLESS NOTED OTHERWISE.
 3. FOR CORNER & INTERIOR WALL TYPES SEE A-100.
 4. S.S.D. FOR ADDITIONAL COLUMN S.S.D. WALL LOCATIONS.
 5. SEE ENHANCED PLAN FOR ADDITIONAL DIMS INFORMATION.

FOR REFERENCE USE

CONTRACTOR

1011 S. 24th Ave
 94067-2033
 www.marshall.org

ARCHITECT

CSDA DESIGN GROUP
 4601 Glenview Ave., Suite B
 Walnut Hill, CA 94092
 510.823.2000
 www.csdadesign.com

PROJECT NAME

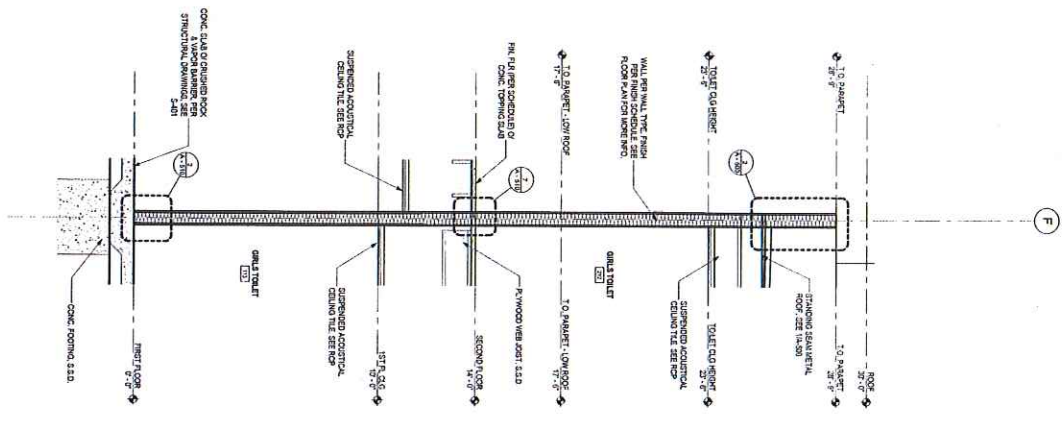
MARSHALL NEW CLASSROOM BUILDING DISTRICT

DATE

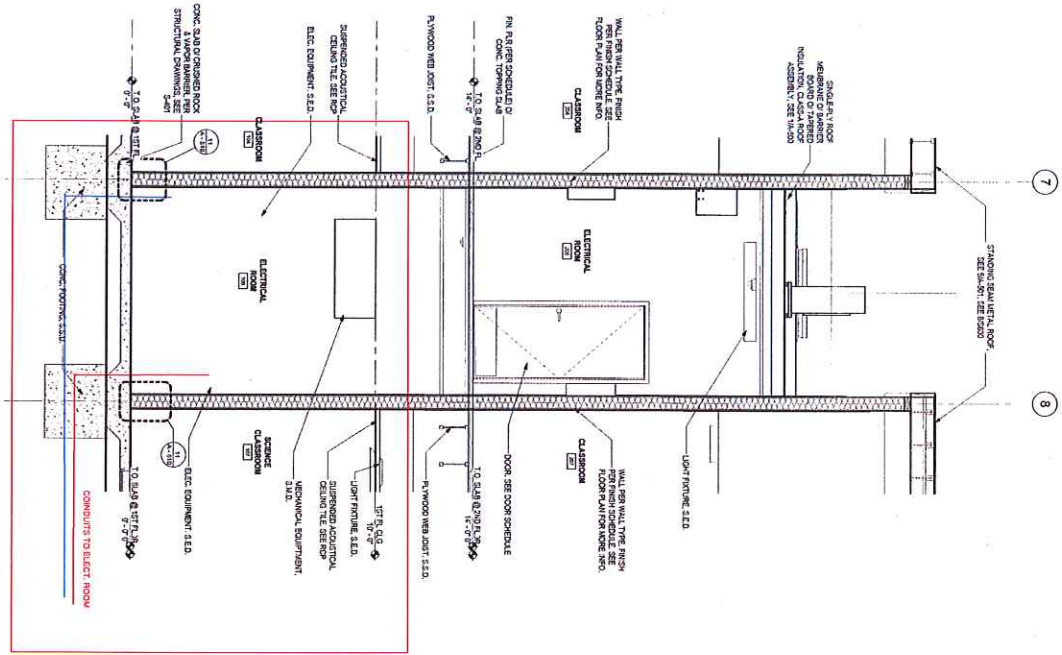
02-11-2011

SCALE

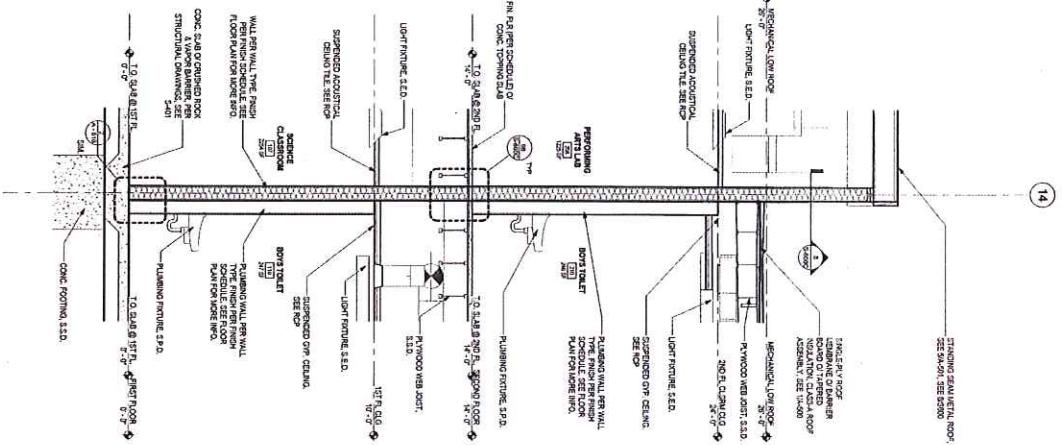
AS SHOWN



WALL SECTION - TOILET ROOM 3
12'-7 1/2\"/>



WALL SECTION - ELECTRICAL ROOM 2
12'-7 1/2\"/>

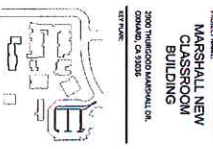


WALL SECTION - RESTROOM 1
12'-7 1/2\"/>

FOR REFERENCE USE

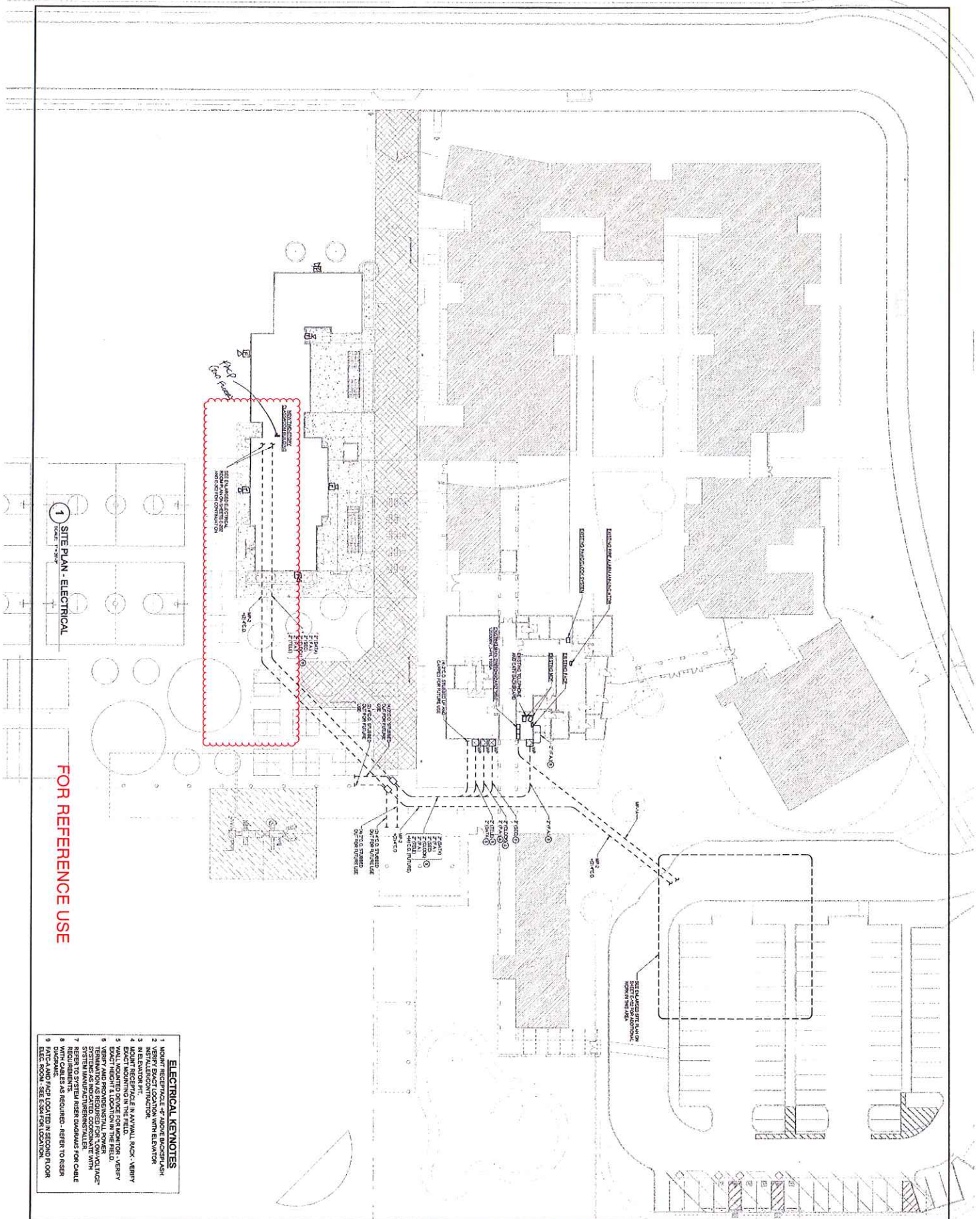


ONWARD SCHOOL DISTRICT
1051 S. A STREET
MOLINE, IL 61704
www.onwardsd.org



NO.	SYMBOL/NOTATION	DATE
1	ISSUED FOR PERMITS	07/2022
2	REVISIONS	08/2022
3	FOR SUBMITTAL	02/2023
7	FOR SUBMITTAL	02/2023

DRAWING DATE: 02/2023
 PROJECT NO.: 1324.01
 SHEET NO.: 1324.01



1 SITE PLAN - ELECTRICAL

FOR REFERENCE USE

- ELECTRICAL KEYNOTES**
1. MOUNT RECEPTACLE OR ABOVE BACKLASH
 2. VERIFY EXACT LOCATION WITH ELEVATOR
 3. VERIFY EXACT LOCATION WITH ELEVATOR
 4. MOUNT RECEPTACLE IN WALL, ROCK, VERRY
 5. MOUNT RECEPTACLE IN WALL, ROCK, VERRY
 6. MOUNT RECEPTACLE IN WALL, ROCK, VERRY
 7. VERIFY AND POSITIVE INSTALL POWER SYSTEMS AS INDICATED. CORRECTIVE WITH
 8. REFER TO SYSTEM WIRE DIAGRAMS FOR CABLE
 9. REQUIREMENTS AS REQUIRED - REFER TO NISHA
 10. DIMENSIONS AS REQUIRED - REFER TO NISHA
 11. ELECTRICAL KEYNOTES - SEE EPLAN FOR LOCATION

NO.	DATE	DESCRIPTION
1	03-11-2020	ISSUE FOR PERMIT
2	03-11-2020	ISSUE FOR PERMIT
3	03-11-2020	ISSUE FOR PERMIT
4	03-11-2020	ISSUE FOR PERMIT
5	03-11-2020	ISSUE FOR PERMIT

SITE PLAN - ELECTRICAL

OXFORD SCHOOL DISTRICT

2001 Harvard Avenue Dr.
Oxford, CA 95955

MARSHALL NEW CLASSROOM BUILDING



CONSULTANT

KLING STUBBINS & RATTAN

1001 Center Ave., Suite 8
Oakland, CA 94612
Tel: 415.778.1000
www.klingstubbins.com

PROJECT NO. 03-118805

DATE 03-11-2020

PROJECT 118805

CSDA DESIGN GROUP

1001 Center Ave., Suite 8
Oakland, CA 94612
Tel: 415.778.1000
www.klingstubbins.com

E-101



4045 Center Ave., Suite B
 San Jose, CA 95128
 408.263.2099
 www.csdadesigngroup.com

CONTRACT NO.:
 PROJECT NO.:
 DATE: 11/26/14

DESIGNED BY: M. A. RAYHAN
 CHECKED BY: M. A. RAYHAN
 PROJECT NO.: 14-00000
 DATE: 11/26/14

PROJECT NUMBER:
 04-118808
 11/26/14



PROJECT OWNER:
 OXNARD SCHOOL DISTRICT

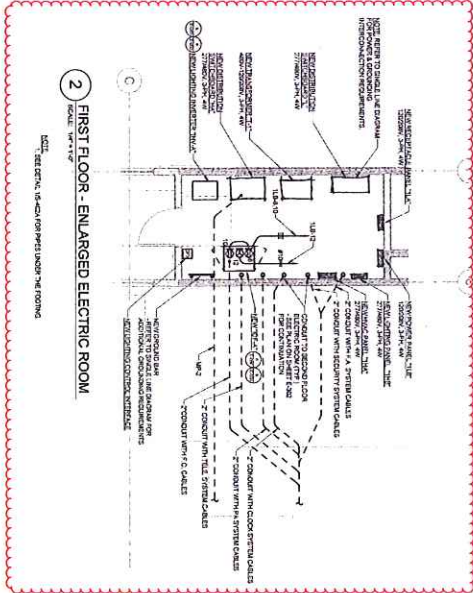
1011 S. 4th Ave.
 Oxnard, CA 93020
 805.462.3133
 www.oxnard.k12.ca.us

PROJECT NAME:
 MARSHALL NEW CLASSROOM BUILDING
 2008 Thompson Island Dr.
 Oxnard, CA 93025

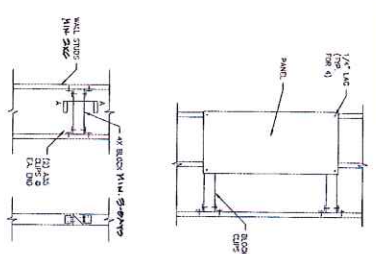
NO.	DESCRIPTION/REVISION	DATE
1	ISSUE FOR PERMIT	10/21/14
2	ISSUE FOR PERMIT	10/21/14
3	ISSUE FOR PERMIT	10/21/14
4	ISSUE FOR PERMIT	10/21/14

DESIGNER:
 PROJECT NO.:
 DATE: 11/26/14

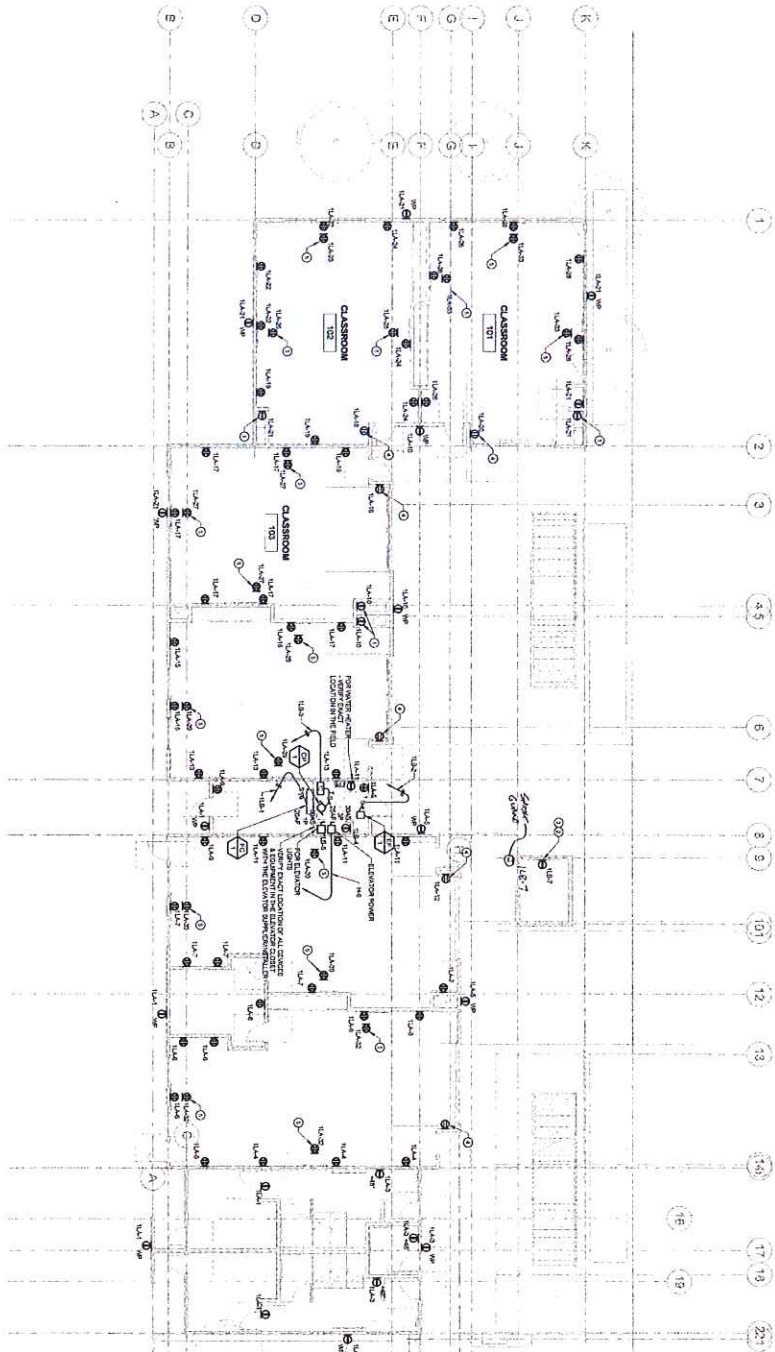
SHEET NO.:
E-202



- ELECTRICAL KEYNOTES**
1. MOUNT RECEPTACLE "R" ABOVE BACKSPLASH IN ELEVATOR PIT.
 2. VERIFY EXACT LOCATION WITH ELEVATOR CONTRACTOR.
 3. MOUNT RECEPTACLE IN A WALL, RACK - VERIFY EXACT HEIGHT & LOCATION IN THE FIELD.
 4. WALL MOUNTED DEVICE FOR MONITOR - VERIFY SYSTEM AS INDICATED COORDINATE WITH REFER TO SYSTEM RUSH ORDER(S) FOR CABLE REQUIREMENTS.
 5. RACEWAY AND RACK LOCATED IN SECOND FLOOR.
 6. FIELD MOUNT RECEPTACLE IN ELEVATOR PIT.
 7. RECEPTACLE "R" ABOVE BACKSPLASH IN ELEVATOR PIT.
 8. WALL MOUNTED DEVICE FOR MONITOR - VERIFY EXACT HEIGHT & LOCATION IN THE FIELD.
 9. TERMINATION AS REQUIRED FOR "CONDUIT UNDER SYSTEM" AS INDICATED COORDINATE WITH REFER TO SYSTEM RUSH ORDER(S) FOR CABLE REQUIREMENTS.
 10. REFER TO SYSTEM RUSH ORDER(S) FOR CABLE REQUIREMENTS.
 11. RACEWAY AND RACK LOCATED IN SECOND FLOOR.
 12. FIELD MOUNT RECEPTACLE IN ELEVATOR PIT.
 13. MOUNT RECEPTACLE "R" ABOVE BACKSPLASH IN ELEVATOR PIT.
 14. VERIFY EXACT LOCATION WITH ELEVATOR CONTRACTOR.
 15. MOUNT RECEPTACLE IN A WALL, RACK - VERIFY EXACT HEIGHT & LOCATION IN THE FIELD.
 16. WALL MOUNTED DEVICE FOR MONITOR - VERIFY SYSTEM AS INDICATED COORDINATE WITH REFER TO SYSTEM RUSH ORDER(S) FOR CABLE REQUIREMENTS.
 17. RACEWAY AND RACK LOCATED IN SECOND FLOOR.
 18. FIELD MOUNT RECEPTACLE IN ELEVATOR PIT.
 19. MOUNT RECEPTACLE "R" ABOVE BACKSPLASH IN ELEVATOR PIT.
 20. VERIFY EXACT LOCATION WITH ELEVATOR CONTRACTOR.



ANCHORAGE DETAILS FOR ELECTRICAL PANELS



1 FIRST FLOOR PLAN - POWER
 SCALE: 1/8" = 1'-0"

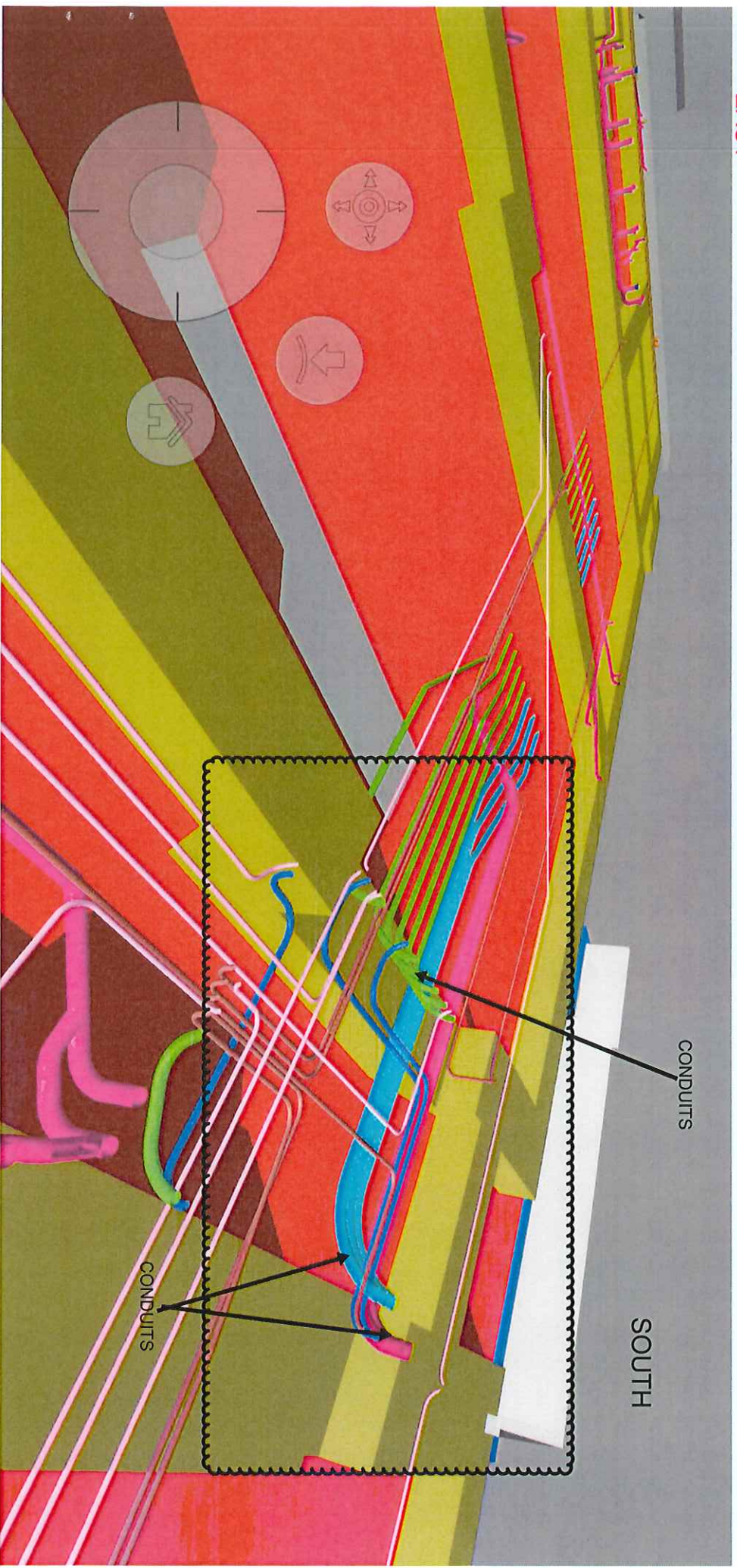
FOR REFERENCE USE

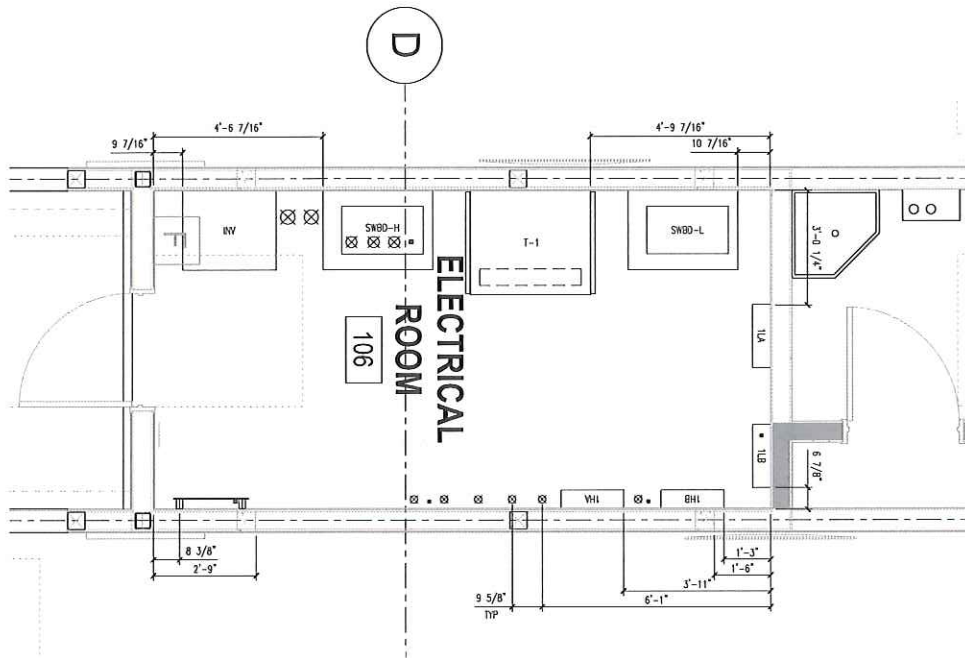
EAST

SOUTH

CONDUITS

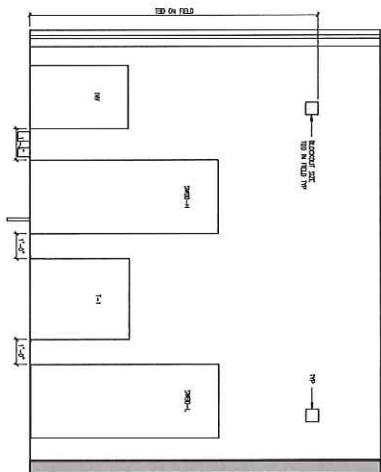
CONDUITS





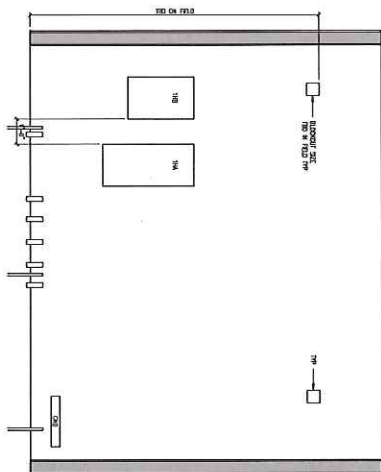
LEVEL 1 ELECTRICAL ROOM 106 LAYOUT

Scale: 1/2" = 1'-0"



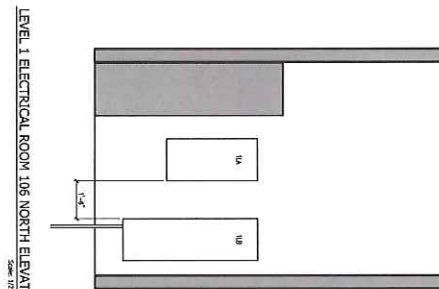
LEVEL 1 ELECTRICAL ROOM 106 WEST ELEVATION

Scale: 1/2" = 1'-0"



LEVEL 1 ELECTRICAL ROOM 106 EAST ELEVATION

Scale: 1/2" = 1'-0"




LEVEL 1 ELECTRICAL ROOM 106 NORTH ELEVATION

Scale: 1/2" = 1'-0"



NO.	DESCRIPTION	DATE
1	ISSUED FOR PERMIT	11-14-17
2	ISSUED FOR CONSTRUCTION	11-14-17
3	ISSUED FOR RECORD	11-14-17

<p>MARSHALL ELEMENTARY SCHOOL 3700 E. STATE ST. DALLAS, TX 75218</p> <p>LEVEL 1 ELECTRICAL ROOM 106 LAYOUT</p>	 TFT ELECTRIC COMPANY 1614 Eastman Avenue, Virginia, CA 95003 (951) 424-0121 Fax: 977-2245	<table border="1" style="width: 100%;"> <thead> <tr> <th>REV.</th> <th>BY</th> <th>REVISION INFORMATION</th> <th>DATE</th> <th>SIGN OFF</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>	REV.	BY	REVISION INFORMATION	DATE	SIGN OFF																				
REV.	BY	REVISION INFORMATION	DATE	SIGN OFF																							



CONTINGENCY ALLOCATION REQUEST

Project: Marshall Elementary - New 6-8 Classroom Bldg.

CAR No. 22 R0

Date: 4/30/2018

DESCRIPTION OF WORK

Inspector Inq #20 - Provided thickened curbs at columns locations per sketch SSK-IRI020-01.

SUMMARY OF ALLOCATIONS

Item Description	Company	Amount Requested
Contractual Costs		
Contingency Allocation		-10,228
	Subtotal:	-10,228

SUMMARY OF ALLOCATIONS

Item Description	Company	Amount Requested
Subcontract Costs		
Saw cut and bend #4 rebar at exterior curbs	Santa Clarita Concrete	321
Curbs for columns	Santa Clarita Concrete	9,907
	Subtotal:	10,228

Total Change Order Request Amount 0

ACKNOWLEDGEMENT

Oxnard School District

Bernards Bros. Inc.

Signature

Rebecca Miller

Signature

Printed Name & Title

Rebecca Miller Project Manager

Printed Name & Title

Date

7/31/18

Date

Jose R. Arche

JOSE R. ARCHE USDA
7-30-18

Michael Rosenberg

Michael Rosenberg IOR
7/31/2018

[Signature]
7/31/18



16164 Sierra Highway
 Santa Clarita, CA 91390
 Phone 661.252.2012
 Fax 661.298.4585
 CA License No. 381605

CHANGE ORDER REQUEST

COR	SCC-009
P&O	15.00%
SUB P&O	5.00%
BOND	1.00%
REVISION	Original submission

PROJECT	Marshall Elementary School
OWNER/REP	Bernards Brothers
ATTN	Rebecca
DATE	4/4/18
REFERENCE	Attached Ticket

NARRATIVE FOR CHANGE ORDER REQUEST

Provide labor, equipment and materials to provide additional work as referenced in this change order request: Work as directed by Bernards.

REF	DESCRIPTION	LOC	DATE	CATEGORY	TYPE	R/OT	QTY	UNIT	RATE	TOTAL
AWA-10227	mover rebar for SS	at columns	3/8/18	Carpenter	Foreman	R	3	Hr	\$93.10	\$279.30

EXCLUSIONS/QUALIFICATIONS

Additional work for this scope may be outstanding on other tickets and/or COR's

This COR may not include all work for this scope.

This COR only includes the work and quantities listed.

This COR may impact the completion schedule - see below

EXTENSION OF CONTRACT DURATION--->

5 DAYS

SUB-TOTAL	\$279.30
P&O	\$41.90
TOTAL FOR THIS COR	\$321.20



(661) 252-2012

Lic. No. 381605

16164 Sierra Hwy.
Santa Clarita, CA 91390

AUTHORIZATION

10227

ADDITIONAL WORK AUTHORIZATION

DATE: 3/8/18

CUSTOMERS NAME Bernard

JOB NAME Marshall new classroom

STREET _____

STREET Thurgood Marshall dr.

CITY _____ STATE Ca.

CITY Oxnard Ca.

JOB # 558 TRACT # _____

You are hereby authorized to perform the following specifically described additional work:

saw cut and bend #4 rebar at exterior curb
in order to erect steel columns

Time: One Foreman - 3:00 hours

ADDITIONAL CHARGE FOR ABOVE WORK IS \$ _____

TERMS ARE NET - 10TH PROX.

The above work is an extra to the original contract for the above referenced job:

AUTHORIZING SIGNATURE [Signature] DATE: 03-09-18
(Customer signs here)

We hereby agree to furnish material and labor - complete in accordance with the above specifications, at above stated price.

AUTHORIZING SIGNATURE [Signature] DATE: 3/8/18
(Contractor signs here)



16164 Sierra Highway
 Santa Clarita, CA 91390
 Phone 661.252.2012
 Fax 661.298.4585
 CA License No. 381605

CHANGE ORDER REQUEST

COR	SCC-005
P&O	15.00%
SUB P&O	5.00%
BOND	1.00%
REVISION	Original submission

PROJECT	Marshall Elementary School
OWNER/REP	Bernards Brothers
ATTN	Rebecca
DATE	4/2/18
REFERENCE	Inspector Inquiry #20

NARRATIVE FOR CHANGE ORDER REQUEST

Provide labor, equipment and materials to provide additional work as referenced in this change order request: Dowel and epoxy rebar per "Inspector Inquiry #20"

REF	DESCRIPTION	LOC	DATE	CATEGORY	TYPE	R/OT	QTY	UNIT	RATE	TOTAL
AWA-10232	dowel/epoxy rebar	ext columns	3/20/18	Carpenter	Journeyman	R	16	Hr	\$84.96	\$1,359.36
AWA-10232	dowel/epoxy rebar	ext columns	3/20/18	Material	Epoxy	R	3	Ea	\$49.32	\$147.96
AWA-10232	dowel/epoxy rebar	ext columns	3/20/18	Equipment	Rotohammer	R	1	Ea	\$45.00	\$45.00
AWA-10232	dowel/epoxy rebar	ext columns	3/20/18	Equipment	Compressor	R	1	Ea	\$275.00	\$275.00
AWA-10232	dowel/epoxy rebar	ext columns	3/20/18	Equipment	Air hose 50'	R	1	Ea	\$30.00	\$30.00
										\$0.00
AWA-10233	pump water around site	Site	3/24/18	Carpenter	Journeyman	OT	28	Hr	\$127.45	\$3,568.60
AWA-10233	pump water around site	Site	3/24/18	Material	Rebar #4	R	6	Ea	\$8.16	\$48.96
AWA-10233	pump water around site	Site	3/24/18	Material	Plywood 3/4	R	3	Ea	\$50.67	\$152.01
AWA-10233	pump water around site	Site	3/24/18	Material	2x4x16 DF	R	8	Ea	\$10.67	\$85.36
AWA-10233	pump water around site	Site	3/24/18	Equipment	Rotohammer	R	1	Ea	\$45.00	\$45.00
AWA-10233	pump water around site	Site	3/24/18	Equipment	Skilsaw/Blades	R	1	Ea	\$45.00	\$45.00
AWA-10235	dowel/epoxy/rebar	ext columns	3/23/18	Carpenter	Journeyman	R	27	Hr	\$84.96	\$2,293.92
AWA-10235	dowel/epoxy/rebar	ext columns	3/23/18	Material	Rebar #4	R	12	Ea	\$8.16	\$97.92
AWA-10235	dowel/epoxy/rebar	ext columns	3/23/18	Material	Plywood 3/4	R	4	Ea	\$50.67	\$202.68
AWA-10235	dowel/epoxy/rebar	ext columns	3/23/18	Material	2x4x16 DF	R	12	Ea	\$10.67	\$128.04
AWA-10235	dowel/epoxy/rebar	ext columns	3/23/18	Equipment	Rotohammer	R	1	Ea	\$45.00	\$45.00
AWA-10235	dowel/epoxy/rebar	ext columns	3/23/18	Equipment	Skilsaw/Blades	R	1	Ea	\$45.00	\$45.00

EXCLUSIONS/QUALIFICATIONS

Additional work for this scope may be outstanding on other tickets and/or COR's

This COR may not include all work for this scope.

This COR only includes the work and quantities listed.

This COR may impact the completion schedule - see below

EXTENSION OF CONTRACT DURATION---->

5 DAYS

SUB-TOTAL	\$8,614.81
P&O	\$1,292.22
TOTAL FOR THIS COR	\$9,907.03



(661) 252-2012
Lic. No. 381605
16164 Sierra Hwy.
Santa Clarita, CA 91390

AUTHORIZATION 10232

ADDITIONAL WORK AUTHORIZATION

DATE: 3/20/18

CUSTOMERS NAME Bernards
STREET _____
CITY _____ STATE Ca.

JOB NAME Marshall new Classroom
STREET Marshall dr.
CITY Oxnard Ca.
JOB # 558 TRACT # _____

You are hereby authorized to perform the following specifically described additional work:

cutting and bending rebar, drilling holes and epoxy rebar dowels at all exterior building columns

PER Inspector Inquiry #20 01-19-18
NO complete detail provided

Time: 2 carpenters 8 hours

Materials: 3 tubes of epoxy Simpson XP

Tools Used: air compressor and rotary hammer

ADDITIONAL CHARGE FOR ABOVE WORK IS \$ _____

TERMS ARE NET - 10TH PROX.

The above work is an extra to the original contract for the above referenced job:

AUTHORIZING SIGNATURE [Signature] DATE: 03-24-18
(Customer signs here)

We hereby agree to furnish material and labor - complete in accordance with the above specifications, at above stated price.

AUTHORIZING SIGNATURE [Signature] DATE: 3/25/18
(Contractor signs here)



(661) 252-2012

Lic. No. 381605

16164 Sierra Hwy.
Santa Clarita, CA 91390

AUTHORIZATION

10233

ADDITIONAL WORK AUTHORIZATION

DATE: 3/24/18

CUSTOMERS NAME Bernard

JOB NAME Marshall new classroom

STREET _____

STREET Marshall dr.

CITY _____ STATE Ca.

CITY Oxnard Ca.

JOB # 558 TRACT # _____

You are hereby authorized to perform the following specifically described additional work:

Pumping water around site
cutting and tying rebar and Forming pop outs at all
exterior building columns

Per Inspectors Enquiry #20 01-19-18

NO complete Detail Provided

Time: 4 carpenters 7 hours O.T.

Materials: 6-#4 rebar 20' long

3-Plywoods 4'x8'x3/4" 8-2'x4'x16'

Tools used: 5 Kill saw and Rotary hammer.

ADDITIONAL CHARGE FOR ABOVE WORK IS \$ _____

TERMS ARE NET - 10TH PROX.

The above work is an extra to the original contract for the above referenced job:

AUTHORIZING SIGNATURE *Walter Long* DATE: 03-24-18
(Customer signs here)

We hereby agree to furnish material and labor - complete in accordance with the above specifications, at above stated price.

AUTHORIZING SIGNATURE *[Signature]* DATE: 3/24/18
(Contractor signs here)



(661) 252-2012
Lic. No. 381605
16164 Sierra Hwy.
Santa Clarita, CA 91390

AUTHORIZATION 10235

ADDITIONAL WORK AUTHORIZATION

DATE: 3/23/18

CUSTOMERS NAME Bernards
STREET _____
CITY _____ STATE Ca.

JOB NAME Marshall new classroom
STREET Marshall dr.
CITY Oxnard Ca.
JOB # 558 TRACT # _____

You are hereby authorized to perform the following specifically described additional work:

Tying rebar, cutting and bending rebar, Forming the
3 1/2" Pop outs at all exterior building column
Per Inspector Inquiry #20 01-19-18

NO complete Detail provided

Time: 2 carpenter 8 hours / 1 carpenter 6 hours /
1 carpenter 5 hours

Materials: 12 #4 rebar 20' long 4 Plywood 4'x8'
12 2"x4"x16'

Tools used: skill saw and rotary hammer

ADDITIONAL CHARGE FOR ABOVE WORK IS \$ _____

TERMS ARE NET - 10TH PROX.

The above work is an extra to the original contract for the above referenced job:

AUTHORIZING SIGNATURE William Gray DATE: 03-24-18
(Customer signs here)

We hereby agree to furnish material and labor - complete in accordance with the above specifications, at above stated price.

AUTHORIZING SIGNATURE [Signature] DATE: 3/24/18
(Contractor signs here)

Thurgood Marshall ES
New Classroom building
A03-116806

Inspector Inquiry

To (Company Name)	CSDA Design Group	Attention	Jose Arche
From	Mike Rosenberg		Project Inspector
Date	1/19/18	Number	020
School Name	Thurgood Marshall ES	DSA Appl. #	A03-116806
Project Description	New Classroom Building		
Drawing Sheet #	S-211	Specification Section	Page

Question

There are Approx. 20 HSS columns in exterior walls that have 6" high concrete curbs. The curbs width will vary from 6" wide to 8" wide depending on specified wall thickness at that location. The concrete Coverage of the HSS column at these locations will vary from 0" to 1-1/2". Concrete sections this thin are prone to break away. Should the HSS columns at these locations be Hot dipped Galvanized for weather protections? How do we weather proof the building at these locations?

Response

NC Response:

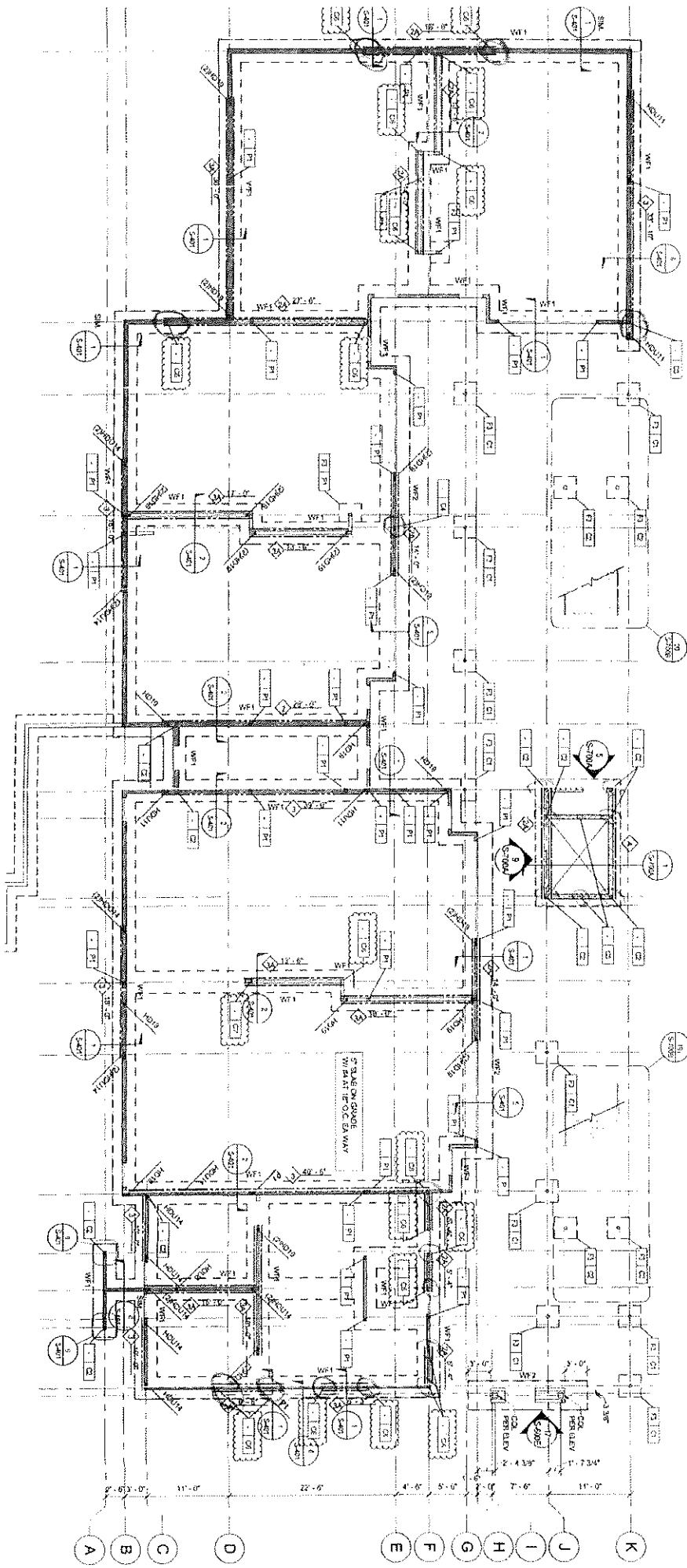
Provide thickened curbs at column locations per attached sketch SSK-IRI020-01. Chamfer corners 1" or as required by architect.

By: DY/NC 01/22/18

AOR/EOR Name (Print)

AOR/EOR Signature

Date



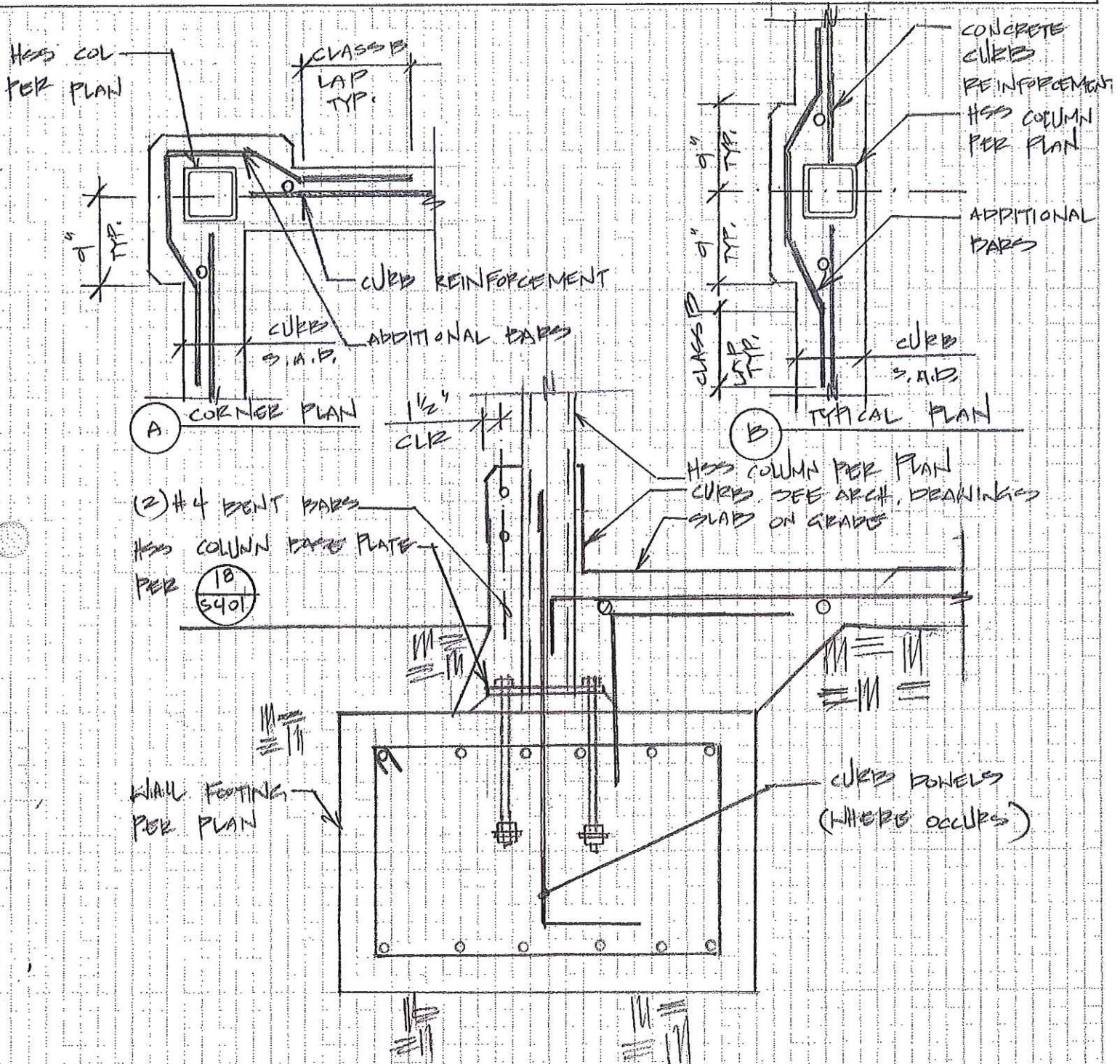
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- B
- C
- D
- E
- F
- G
- H
- I
- J
- K

NISHKIAN CHAMBERLAIN
CONSULTING AND STRUCTURAL ENGINEERS SINCE 1919

3710 S. Robertson Blvd., Suite 220,
Culver City, CA 90232
Tel: (310) 853-7180 Fax: (310) 853-7190

JOB OXNARD MARSHALL NO 40340
SHEET NO. _____ OF _____
CALCULATED BY _____ DATE 01/22/18
CHECKED BY _____ DATE _____
SCALE _____



NOTE: 1. SEE DETAIL 1/S-401 FOR ALL INFORMATION NOT SHOWN.
2. MAINTAIN 3" COVER AROUND COLUMN, BASEPLATE & ANCHOR BOLTS.



CONTINGENCY ALLOCATION REQUEST

CAR No. 30 R1

Date: 7/18/2018

Project: Marshall Elementary - New 6-8 Classroom Bldg.

DESCRIPTION OF WORK

RFI 186 - Schlage Mortise Cylinger for Elevator

SUMMARY OF ALLOCATIONS

Item Description	Company	Amount Requested
Contractual Costs		
Contingency Allocation		-362
	Subtotal:	-362

SUMMARY OF ALLOCATIONS

Item Description	Company	Amount Requested
Subcontract Costs		
RFI 186 - Schlage Mortise Cylinger for Elevator	Construction Hardware Co	362
	Subtotal:	362

Total Change Order Request Amount 0

ACKNOWLEDGEMENT

Oxnard School District

Bernards Bros. Inc.

Signature

Printed Name & Title

Date

Rebecca Miller

Signature

Rebecca Miller Project Manager

Printed Name & Title

7/31/18

Date

Jose R. Arche

JOSE R. ARCHE CSQA
7-30-18

AM 7/31/18



Construction Hardware Co.

216 Pacific Street, Pomona, CA 91768-3216
P.O. Box 2587, Pomona, CA 91769-2587

Phone 909.594.9093
Fax 909.595.8050

www.constructionhardwareco.com

Architectural Hardware, Doors and Frames

Installation, Access Control, Custom Solutions

Change Order#: 43064

CHANGE ORDER PROPOSAL

Issued To:

Bernards c*Marshall ES New Classroom

Marshall ES New Classrooms
2900 Thurgood Marshall Dr 1641.017
Oxnard, CA 93036

Date: 4/25/2018

Ref#: RFI 186

Requested By: GC

Job #: 7913

Salesperson: RANDY GARDNER

Quantity	Part #	Description	Price	Extended
2	CYLINDERS	SCHLAGE MORTISE CYLINDER W/ CORE FOR EVEVATOR ROOM T135 KWY PLUS KEYS	\$150.00	\$300.00
1	FREIGHT & HANDLING	DIRECT SHIP TO JOBSITE FROM FACTORY	\$40.00	\$40.00

Notes:

Sub Total:	\$340.00
Tax:	\$21.75
Total Quote:	\$361.75

TERMS AND CONDITIONS:

1. This proposal is subject to acceptance within 30 days from proposal date. After this date we reserve the right to requote.
2. Freight Prepaid and Add
3. Payment Terms are Net 30 days from the date of invoice, no retention
4. The terms and conditions herein supercede all other terms and conditions unless agreed in writing prior to acceptance.
5. All provisions and product specifications of this Proposal cannot be varied or substituted without written agreement
6. Special Order Material is subject to minimum 8-10 weeks lead time after approval of final submittal(s) (if required). Special ordered is subject to restocking charge if returned.
7. Construction Hardware Co. invoices and change orders are not subject to owner's approval
8. We cannot proceed without your written change order agreeing to pay the above amount.

Acceptance of Proposal: Upon signature, customer agrees to all terms, conditions and material as stated in this proposal

Signature

Print Name

Date



REQUEST FOR INFORMATION FOR SUBCONTRACTOR ACTION

RFI No. : 186

Project: Marshall Elementary - New 6-8 Classroom Bldg.

Date: 04-10-18

Discipline: Elevators

Subject: Key cylinder info for Elevator

DRAWING & SPECIFICATION REFERENCES

Drawing Sheet / Specification	Detail / Sub Section	Comments

QUESTION

Per request from the District, requires keying system instead of Push button for elevator. Please provide the key cylinder information

ANSWER

Response:

X6X BEA BE B GGM T135, Mortise, Operated by all BEA change keys. This is the District key Set ID requirement

Responded by Jose Arche on 04/10/18

RESPONSE DISTRIBUTION

Company	Contact	Date Sent
Construction Hardware Co	Randy Gardner	4/11/2018

Please review and advise Bernards, **WITHIN 7 days**, if there are any additional costs or schedule impacts associated with incorporating the RFI response with the Contract Work. (Include a brief description and rough order estimate of the change with this notification. If no response is received within 7 days, Bernards shall trust that there is no impact to your Contract Price or Schedule.

Question Initiated By: Rebecca Miller - Bernards
Submitted By: Rebecca Miller - Bernards



REQUEST FOR INFORMATION

RFI No.: 186

To: Jose Arche
Company: CSDA Design Group
Project: Marshall Elementary - New 6-8 Classroom Bldg.
Subject: Key cylinder info for Elevator

Date: 04-10-18
Discipline: Elevators

Response Requested By: 04-17-2018

DRAWINGS & SPECIFICATION REFERENCES

Drawing Sheet / Specification	Detail / Sub Section	Comments
-------------------------------	----------------------	----------

QUESTION

Per request from the District, requires keying system instead of Push button for elevator. Please provide the key cylinder information

ANSWER

X6X BEA BE B GGM T135, Mortise , Operated by all BEA Change Keys
this is the District key Set ID requirement.

Response Provided By:	Jose Arche	CSDA	041018
	_____	_____	_____
	Name	Company	Date

Question Initiated By: Rebecca Miller - Bernards

Submitted By: Rebecca Miller - Bernards

Oxnard School Dist - Marshall- Keying Schedule

Door #	Hw Set ID	Key Set ID	Masters	KEYWAY	Disc # Rm Numbers	DESCR
101B	1	BEA36	BE BE	GGM T135	901	
101A	8	NCK	BE BE	GGM T135		
102	1	BEA37	BE BE	GGM T135	902	
103A	1	BEA38	BE BE	GGM T135	903	
104A	1	BEA39	BE BE	GGM T135	904	
105	6	NCK	BE BE	GGM T135	907	JANITOR
106	11	NCK	BE BE	GGM T135	908	ELECTRICAL
107A	1	BEA40	BE BE	GGM T135	905	
107C	1	BEA40	BE BE	GGM T135	905	
108A	10	BEA40	BE BE	GGM T135	909	
108B	10	BEA40	BE BE	GGM T135	909	
109A	1	BEA40	BE BE	GGM T135	906	
109C	1	BEA40	BE BE	GGM T135	906	
110	3	BEA41	BE BE	GGM T135	910	
111A	3	BEA41	BE BE	GGM T135	913	
112	5	X6X	BE BE	GGM T135	911	Staff R/R
113	3	BEA41	BE BE	GGM T135	912	
114A	3	BEA41	BE BE	GGM T135	914	
125	4	BED 2	NMK NMK	NMK T135	915	Elevator
201A	1	BEA42	BE BE	GGM T135	951	
202	1	BEA43	BE BE	GGM T135	952	
203A	1	BEA44	BE BE	GGM T135	953	
204A	1	BEA45	BE BE	GGM T135	954	
205	6	NCK	BE BE	GGM T135	957	Janitor
206	9	NCK	BE BE	GGM T135	958	Electrical
207A	1	BEA46	BE BE	GGM T135	955	
208A	1	BEA47	BE BE	GGM T135	956	
208C	1	BEA47	BE BE	GGM T135	956	
209A	7	BEA47	BE BE	GGM T135	962	
209	10	BEA47	BE BE	GGM T135	962	

Existing Structure#
KS10409

Operated by all BEA Change Keys

Contact: Chris Clark
chris.clark@allegion.com

NMK = No Master Key

NCK = No Change Key

MARSHALL

210	3	BEA48	BEA	BE	B	GGM	T135	959	
211	5	X6X	BEA	BE	B	GGM	T135	960	Staff R/R
212	3	BEA48	BEA	BE	B	GGM	T135	961	
Elev		X6X	BEA	BE	B	GGM	T135		Mortise

Operated by all BEA Change Keys

Operated by all BEA Change Keys

<u>CUT KEY QUANTITIES</u>	
4ea.	Per Change Key
5ea.	49-268 GGM
15ea.	49-268 B
15ea.	49-268 BE
15ea.	49-268 BEA
2ea.	49-271 GGM

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CONSTRUCTION SERVICES AGREEMENT

This Construction Services Agreement (hereinafter referred to as the "Agreement") is entered into this 24th day of August 2017, by and between the Oxnard School District, a California school district organized and existing under the laws of the State of California (hereinafter referred to as the "District") and Bernards which is a contractor licensed by the State of California, with its principal place of business at 555 First Street, San Fernando, CA 91340 (hereinafter referred to as "Contractor").

WHEREAS, the District operates Marshall Elementary School, located at 2900 Thurgood Marshall Drive, Oxnard, California 93036 (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

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OXNARD SCHOOL DISTRICT

CONSTRUCTION SERVICES AGREEMENT

Marshall New Classroom Building Project

August 24th, 2017

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WHEREAS, Contractor will lease the Site back to the District pursuant to a sublease agreement, under which the District will be required to make payments to Contractor for the use and occupancy of the Site, including the Project (hereinafter the "Financing"); and

WHEREAS, Contractor represents that it is sufficiently experienced in the construction of the type of facility and type of work sought by the District and is willing to perform said work for lease and the Financing to the District, all as more fully set forth herein; and

WHEREAS, at the expiration of the Site Lease, title to the Site and the improvements thereon will vest with the District;

NOW, THEREFORE, in consideration of the covenants hereinafter contained, the District and Contractor agree as follows:

SECTION 1. DEFINITIONS

- A. **Construction.** The term "Construction" as used in this Agreement includes all labor and services necessary for the construction of the Project, and all materials, equipment, tools, supplies and incidentals incorporated or to be incorporated in such construction as fully described in the Scope of Work set forth in **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

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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. **Not Used for this Agreement**
- F. **Project.** The term "Project" shall mean the improvements and facilities to be constructed and installed by Contractor at the School Facility which will result in complete and fully operational facilities as more fully set forth on **Exhibit A** attached hereto.
- G. **Project Manual.** The term "Project Manual" shall mean the compilation of the Specification sections including Division 0, Procurement and Contracting Requirements, Division 1 General Requirements, and technical specifications Division 2 through 33 prepared by the Architect and approved by the District, the DSA, or other regulatory agencies which show or describe the location, character, dimensions or details for the Project, which shall be delivered to Contractor upon execution of this Agreement.
- H. **Site.** The term "Site" as used in this Agreement shall mean those certain parcels of real property and improvements thereon (if any) more particularly described in **Exhibit A** to the Site Lease.
- I. **Site Lease.** The term "Site Lease" as used in this Agreement shall mean the certain Site Lease dated of even date herein between the District and Contractor, together with any duly authorized and executed amendment(s) thereto, pursuant to which the District leases the Site to Contractor.
- J. **Specifications.** The term "Specifications" shall mean those numbered specifications set forth in the Project Manual which shall accompany this Agreement and which are incorporated by reference herein. Individual Specifications may be referred to by their specification number as set forth in the Project Manual.

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- K. **Subcontractor.** As used in this Agreement, the term "Subcontractor" means any person or entity, including trade contractors, who have a contract with Contractor to perform any of the Construction.
- L. **Sublease.** The term "Sublease" as used in this Agreement shall mean the certain Sublease dated of even date herein between the District and Contractor, together with any duly authorized and executed amendment(s) thereto, pursuant to which the District subleases the Site from Contractor.
- M. **Sublease Payments.** The term "Sublease Payments" as used in this Agreement shall mean the payments made by the District to Contractor pursuant to Section 6 of the Sublease.
- N. **Tenant Improvement Payments.** The term "Tenant Improvement Payments" as used in this Agreement shall mean the payments made by the District to Contractor pursuant to Section 6 of the Sublease.

SECTION 2. CONTRACTOR'S DUTIES AND STATUS

Contractor covenants with the District to furnish reasonable skill and judgment in constructing the Project. Contractor agrees to furnish efficient business administration and superintendence and to furnish at all times an adequate supply of professionals, workers, and materials and to perform the work appropriately, expeditiously, economically, and consistent with the Contract Documents.

SECTION 3. ADDITIONAL SERVICES

If the District requests Contractor to perform additional services not described in this Agreement, Contractor shall provide a cost estimate and a written description of the additional work necessary to complete such additional services. The cost for such additional services shall be negotiated and agreed upon in writing in advance of Contractor performing or contracting for such additional services, and such cost shall be used to adjust the GMP established pursuant to Section 5 hereof. In the absence of a written agreement, the District will not compensate Contractor for additional services, will not adjust the GMP for such additional services, and Contractor will not be required to perform them. It is understood and 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 **Eight Million Nine Hundred Ninety-Four Thousand Two Hundred Thirty-Six and No/Hundredths Dollars (\$8,994,236.00)**. The GMP consists of (1) no Preconstruction Fee, a Sublease Tenant Improvement Payment in the amount of **Eight Million One Hundred Ninety-Eight Thousand Five Hundred Ninety-Two Dollars and No Cents (\$8,198,592.00)** and, (2) a Contractor Contingency in the amount of **Three Hundred Forty-Five Thousand Nine Hundred Thirty-Two Dollars and No Cents (\$345,932.00)**, and, (3) Sublease Payments in the amount of **\$74,952.00** per month for **6** months, for a total lease value of **Four Hundred Forty-Nine Thousand Seven Hundred Twelve Dollars and No Cents (\$449,712.00)** pursuant to terms and payment schedule as set forth in the Sublease. THE "GMP" WILL NOT BE ESTABLISHED UNTIL DSA HAS APPROVED THE FINAL PLANS AND SPECIFICATIONS AND THE BOARD APPROVES IT PRIOR TO NTP FOR CONSTRUCTION. The GMP will then be brought to the Board of Trustees as a revision to this section of this agreement. Until such time this section will remain incomplete, the Site Lease and Sublease will not begin and the Contractor will proceed with subcontractor bidding to establish the final GMP for Board acceptance.

The GMP is based upon the DSA approved plans and specifications to exist after this Agreement is entered into between Contractor and the District, and more fully described and referenced in the Scope of Work to be set forth in **Exhibits A and B** attached hereto. Prior to DSA approval Contractor did not perform Preconstruction Services to assist in designing the project. Upon DSA approval of plans and specifications, and the establishment of the GMP the Contractor shall assume the risk of cost overruns which were 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

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be deemed Extra Work/Modifications pursuant to the procedures set forth in Section 10 of this Agreement. The GMP shall include, but not be limited to, increases in labor and materials. The GMP has been used to calculate the Tenant Improvement Payments and the Sublease Payments to be paid by the District to Contractor pursuant to the Sublease. The GMP includes the cost of all labor, materials, equipment, general conditions, overhead, profit and a Contractor Contingency as indicated above.

The Contractor Contingency is for the purpose of covering the cost of very specific issues that may arise during construction and it may be used only upon the written agreement of the Contractor, the architect of record, and the District. The Contractor Contingency is to be used only to pay Contractor for the following enumerated reasons: (1) additional costs resulting from discrepancies in the bid buy-out process; (2) conflicts, discrepancies or errors in the Construction Documents; (3) work required by the Inspector of Record or any governmental agency involved in the permitting or approval/certification process that is not otherwise shown in the Construction Documents; and (4) any other items of cost agreed to in writing by the Contractor and District to be included in the Contractor Contingency. The Contractor Contingency shall not be used for costs incurred as a result of Contractor's acts, errors or omissions.

Contractor shall be responsible for tracking expenditures of the Contractor Contingency and shall provide periodic written updates to the District as directed. Unused Contractor Contingency and Allowances at Project completion will reduce the GMP and will result in an adjustment of the Tenant Improvement Payments and possibly the Sublease Payments.

The District shall at all times have the right to reduce the scope of the Project. If the District reduces the scope of the Project, the GMP shall be reduced commensurate with the reduced Scope of Work pursuant to the provisions of Section 10, below, and will result in an adjustment of the Tenant Improvement Payments and, if applicable, the Sublease Payments.

SECTION 6. NOTICE TO PROCEED WITH 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.

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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

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the DSA or regulatory agencies, permits and occupancy permits, and ensuring compliance with any Federal and State laws, including, but not limited to, safety procedures and requirements, and construction employee training programs which cover among other items, hazardous chemicals and materials.

- D. Contractor shall establish procedures for the protection of all existing structures, equipment, utilities, and other existing improvements, both on-site and off-site. Contractor assumes all risk of loss of vandalism, theft of property or other property damage ("Vandalism") which occurs at a site at which Contractor is undertaking construction of the Project. Contractor assumes all risk of loss which occurs where Contractor is undertaking construction of the Project from causes due to negligence or misconduct by Contractor, its officers, employees, subcontractors, licensees and invitees. Contractor shall replace District property damaged by such Vandalism or theft or compensate the District for such loss, including payment of out of pocket expenses such as insurance deductibles the District might incur under such circumstances.
- E. Contractor shall develop a mutually agreed upon program with the District to abate and minimize noise, dust, and disruption to normal activities at the existing facilities at the School Facility, including procedures to control on-site noise, dust, and pollution during construction.
- 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.

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- 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

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GMP, as applicable. Any adjustments to the GMP will result in an adjustment of the Tenant Improvement Payment and, if applicable, the Sublease Payments.

- B. Extra Work/Modifications include work related to unforeseen underground conditions if, and only if, such conditions are not visible or identified on plans, reports or other documents available to Contractor. Extra Work/Modifications do not include underground conditions that are identified on plans, reports or other documents available to Contractor but are in a location different than is set forth on such plans, reports or other documents available to Contractor. It should be noted, however, that the District has advised and provided Contractor with information regarding the shallow water table and recent projects experience with encountering water when digging. Contractor has included in its calculation of the GMP an amount to mitigate for encountering water when completing the scope of work contemplated herein. Therefore, Extra Work/Modifications do not include expenses incurred by, and/or work performed by, Contractor in connection with such shallow water table and with encountering water when digging.
- C. Should Contractor claim that any instruction, request, drawing, specification, action, condition, omission, default or other situation (i) obligates the District to increase the GMP; or (ii) obligates the District to grant an extension of time for the completion of 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 **Carl Magness** as Project Manager/Superintendent for the Project. So long as **Carl Magness** 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,

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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

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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 Cal OSHA rules or regulations.

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SECTION 20. INDEPENDENT CONTRACTOR

- A. Contractor is retained as an independent contractor and is not employed by the District. No employee or agent of Contractor shall become, or be considered to be, an employee of the District for any purpose. It is agreed that the District is interested only in the results obtained from service under this Agreement and that Contractor shall perform as an independent contractor with sole control of the manner and means of performing the services required under this Agreement. Contractor shall complete this Agreement according to its own methods of work which shall be in the exclusive charge and control of Contractor and which shall not be subject to control or supervision by the District except as to results of the work. It is expressly understood and agreed that Contractor and its employees shall in no event be entitled to any benefits to which the District employees are entitled, including, but not limited to, overtime, retirement benefits, insurance, vacation, worker's compensation benefits, sick or injury leave or other benefits.
- B. Contractor shall be responsible for all salaries, payments, and benefits for all of its officers, agents, and employees in performing services pursuant to this Agreement.

SECTION 21. ACCOUNTING RECORDS

Contractor, and all Subcontractors, shall check all materials, equipment and labor entering into the work and shall keep or cause to be kept such full and detailed accounts as may be necessary for proper financial management under this Agreement, including true and complete books, records and accounts of all financial transactions in the course of their activities and operations related to the Project. These documents include sales slips, invoices, payrolls, personnel records, requests for Subcontractor payment, and other data relating to all matters covered by the Contract Documents (the "Data"). The Data shall be maintained for ten (10) years from the latest expiration of the term (as such may be extended) of any of the Contract Documents. Contractor shall use its best efforts to cause its Subcontractors to keep or cause to be kept true and complete books, records and accounts of all financial transactions in the course of its activities and operations related to the Project. Upon completion of the Project, Contractor shall provide the District with one (1) complete copy of the Data.

The District, at its own costs, shall have the right to review and audit, upon reasonable notice, the books and records of Contractor and any Subcontractors concerning any monies associated with the Project.

SECTION 22. PERSONAL LIABILITY

Neither the trustees, officers, employees, or agents of District, the District's representative, or Architect shall be personally responsible for any liability arising under the Contract Documents.

SECTION 23. AGREEMENT MODIFICATIONS

No waiver, alteration or modification of any of the provisions of this Agreement shall be binding upon either the District or Contractor unless the same shall be in writing and signed by both the District and Contractor.

SECTION 24. NOTICES

Any notices or filings required to be given or made under this Agreement shall be served, given or made in writing upon the District or Contractor, as the case may be, by personal delivery or registered mail (with a copy sent via fax or regular mail) to the respective addresses given below or at such other address as such party may provide in accordance with the provisions herein. Any change in the addresses noted herein shall not be binding upon the other party unless preceded by no less than thirty (30) days prior written notice.

If to Contractor:

Bernards
555 First Street
San Fernando, CA 91340
Attn: Rick Fochtman

If to the District:

Oxnard School District
1051 South A Street
Oxnard, California 93030
Attn: Dr. Cesar Morales, Superintendent

With a copy to Nitasha Sawhney,
Garcia, Hernandez, Sawhney & Bermudez LLP
2490 Mariner Square Loop, Suite 140
Alameda, CA 94501

And with an additional copy to Scott Burkett,
Caldwell Flores Winters, Inc.
6425 Christie Ave., Suite 270
Emeryville, CA 94608

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

Bernards
By: Rick Fochtman

By: Rick Falt
Title: Executive Vice President
Date: 8/29/2017

THE DISTRICT

Oxnard School District,
a California school district
By: Lisa A. Franz, Director, Purchasing

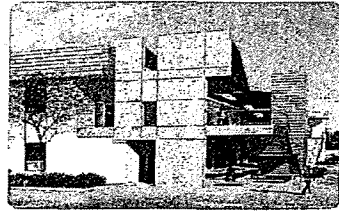
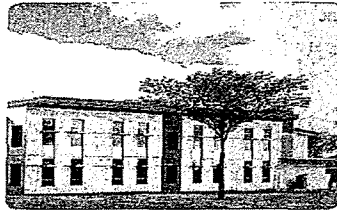
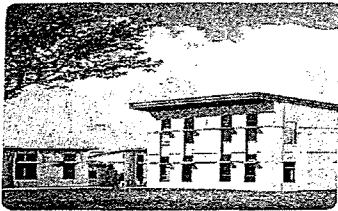
By: Lisa A. Franz
Title: Director, Purchasing
Date: 9-7-17

#17-117

EXHIBIT A

Scope of Work (Plans & Specifications)

Marshall New Classroom Building



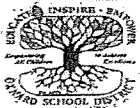
100% Construction Documents Package

Oxnard School District

October 4, 2016

*LFEB. 17. 2017
DFA A# 03 - 114806*

BINDER A



Oxnard School District
Marshall New Classroom Building
2900 Thurgood Marshall Dr. Oxnard, CA 93036

CSDA | DESIGN
GROUP

#17-117

EXHIBIT A, continued

BIDDING DOCUMENTS TABLE OF CONTENTS

VOLUME 1 of 2 (Not submitted to DSA)

DIVISION 00 - PROCUREMENT AND CONTRACTING REQUIREMENTS

00 2150	List of Subcontractors
00 2400	Statement of Bidder's Qualifications
00 2600	Bid Bond
00 4000	Labor and Material Payment Bond
00 4100	Performance Bond
00 4150	Certificate of Worker's Compensation Insurance
00 5100	Background Check and Fingerprinting Procedures for Contractors
00 5300	Guarantee and Standard Forms
00 7000	General Conditions

DIVISION 1 -- 2 (Not Used)

Volume 2 of 2

DIVISION 03 - CONCRETE

03 1000	Concrete Forming Accessories
03 2000	Concrete Reinforcing
03 3000	Cast-In-Place Concrete

DIVISION 04 - MASONRY

04 2200	Concrete Unit Masonry
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DIVISION 05 - METALS

05 1200	Structural Steel Framing
05 5000	Metal Fabrications

DIVISION 06 - WOOD, PLASTICS, AND COMPOSITES

06 1000	Rough Carpentry
06 1733	Wood I-Joists
06 1813	Glued Laminated Beams
06 4000	Architectural Woodwork

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MARSHALL NEW CLASSROOM BUILDING

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OXNARD SCHOOL DISTRICT

CONSTRUCTION SERVICES AGREEMENT

Marshall New Classroom Building Project

August 24th, 2017

#17-117

EXHIBIT A, continued

DIVISION 07 - THERMAL AND MOISTURE PROTECTION

07 1326 Self Adhering Sheet Wang
07 2100 Thermal Insulation
074000 Metal Roof Panels
075416 Polyvinyl Chloride (PVC) Roofing
076000 Flashing Sheet Metal
078400 Fire Stop and Smoke Seals
079200 Joint Sealants

DIVISION 08 - OPENINGS

08 1113 Hollow Metal Doors and Frames
08 1416 Flush Wood Doors
08 3116 Access Panels and Frames
08 3613 Sectional Doors
08 5113 Aluminum Windows
08 7100 Door Hardware
08 8000 Glazing

DIVISION 09 - FINISHES

09 2200 Cement Plastering
09 2900 Gypsum Board
09 3013 Ceramic Tiling
09 5123 Acoustical Tile Ceilings
09 6513 Rubber Base
09 6519 Resilient Tile Flooring
09 9000 Paints and Coatings

DIVISION 10 - SPECIALTIES

101400 Signage
102113.17 Phenolic-Core Shower and Dressing Compartments
102800 Toilet Accessories
105200 Fire Extinguishers

DIVISION 11 - EQUIPMENT

116800 Playfield Equipment and Structures

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MARSHALL NEW CLASSROOM BUILDING

- 21 -

OXNARD SCHOOL DISTRICT

CONSTRUCTION SERVICES AGREEMENT

Marshall New Classroom Building Project

August 24th, 2017

EXHIBIT A, continued



DIVISION 12 - FURNISHINGS

- 12 2413 Roller Window Shades
- 12 3553 Manufactured Plastic-Laminate-Faced Casework

DIVISION 13 (Not Used)

DIVISION 14 - CONVEYING EQUIPMENT

- 14 2123 Machine-Room-Less Electric Traction Passenger Elevators

DIVISION 15 – 20 (Not Used)

DIVISION 21 - FIRE SUPPRESSION

- 21 1000 Fire Protection

DIVISION 22 – PLUMBING



- 22 0500 Basic Materials and Methods
- 22 0553 Identification
- 22 0700 Insulation
- 22 0800 Equipment and Systems Tests
- 22 1100 Domestic and Industrial Water Systems
- 22 1300 Drainage System
- 22 4000 Plumbing Fixtures

DIVISION 23 – HEATING, VENTILATION, AND AIR CONDITIONING (HVAC)

- 23 0000 General Provisions
- 23 0513 Electric Motors and Controllers
- 23 0548 Vibration Isolation and Seismic Restraints
- 23 2500 Water Treatment
- 23 3100 Air Transmission and Distribution System
- 23 8000 Air Conditioning and Air Handling Equipment
- 23 9000 Building Management System

DIVISION 24 – 25 (Not Used)



DIVISION 26 - ELECTRICAL

- 26 0126 Inspection Test and Acceptance

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MARSHALL NEW CLASSROOM BUILDING

EXHIBIT A, continued

26 0500	Common Work Results for Electrical
26 0513	Basic Electrical Materials and Methods
26 0519	Low-Voltage Wires (600 Volt AC)
26 0526	Grounding and Bonding
26 0533	Raceways and Boxes Fitting and Supports
26 0586	Motors and Drives
26 0800	Electrical Systems Commissioning
26 0923	Lighting Control Systems
26 1000	Service Entrance
26 2200	Low-Voltage Transformers
26 2413	Switchboards1000
26 2416	Panelboards and Signal Terminal Cabinets
26 2419	Motor Control Devices
26 5000	Lighting
26 5200	Emergency Power Systems

DIVISION 27 - COMMUNICATIONS

27 0126	Test and Acceptance Requirements for Structured Cabling
27 1013	Structured Cabling
27 4113	Classroom Sound Enhancement System
27 5116	Public Address and Intercommunication Systems
27 5313	Clock and Program Systems

DIVISION 28 – ELECTRONIC SAFETY AND SECURITY

28 1600	Intrusion Detection System
28 3100	Fire Detection and Alarm System

DIVISION 29 – 30 (Not Used)

DIVISION 31 – EARTHWORK

31 1000	Site Clearing
31 2200	Grading
31 2316	Excavation and Fill Paving
31 2319	Excavation and Fill Structures
31 2323	Excavation and Fill Utilities
31 2326	Base Course


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MARSHALL NEW CLASSROOM BUILDING

#17-117

EXHIBIT A, continued

DIVISION 32 – EXTERIOR IMPROVEMENTS



32 0117	Pavement Repair
32 1216	Asphalt Paving
32 1236	Seal for Bituminous Surfacing
32 1313	Site Concrete Work

DIVISION 33 – SITE IMPROVEMENTS

33 1100	Site Water Distribution Utilities
33 3000	Site Sanitary Sewer Utilities
33 4000	Storm Drainage Utilities



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MARSHALL NEW CLASSROOM BUILDING

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OXNARD SCHOOL DISTRICT

CONSTRUCTION SERVICES AGREEMENT

Marshall New Classroom Building Project

August 24th, 2017

EXHIBIT A, continued

100% DISTRICT SUBMITTAL MARSHALL NEW CLASSROOM BUILDING <small>2950 THURGOOD MARSHALL DR. OXNARD, CA 93036</small> OXNARD SCHOOL DISTRICT	VOLUME I
DSA FILE NO. 56-22	DSA APPLICATION NO. 03-116806
PTN NO. 72538-91	

DRAWING INDEX

VOLUME I	VOLUME II	
01- GENERAL G-001 COVER SHEET, INDEX, SCOPE OF WORK, VICINITY MAP G-002 GENERAL NOTES, ABBREVIATIONS, SYMBOL LEGEND G-003 FIRE LIFE SAFETY SITE PLAN G-004 ACCESSIBILITY SITE PLAN G-005 BUILDING CODE ANALYSIS G-006 SIGNAGE & FIRE EXTINGUISHER PLANS 6 03-CIVIL C-001 GENERAL NOTES C-002 LEGEND AND ABBREVIATIONS C-101 DEMOLITION PLAN C-102 DEMOLITION PLAN C-103 DEMOLITION PLAN C-201 SITE CONTROL PLAN C-202 SITE CONTROL PLAN C-203 SITE CONTROL PLAN C-204 STRIPING PLAN C-300 COMPOSITE GRADING PLAN C-301 ENLARGED GRADING PLAN C-302 ENLARGED GRADING PLAN C-303 GRADING SECTIONS C-304 GRADING SECTIONS C-401 SITE UTILITY PLAN C-402 SITE UTILITY PLAN C-403 SITE UTILITY PROFILE C-404 SITE UTILITY PROFILE C-701 MISCELLANEOUS DETAILS C-702 MISCELLANEOUS DETAILS C-703 MISCELLANEOUS DETAILS C-704 MISCELLANEOUS DETAILS 22 04- LANDSCAPE L-1 IRRIGATION PLAN L-2 PLANTING PLAN L-3 IRRIGATION & PLANTING DETAILS L-4 IRRIGATION & PLANTING SPECIFICATIONS 4 05- STRUCTURAL S-101 GENERAL NOTES S-101A GENERAL NOTES & ABBREVIATIONS S-211 FOUNDATION PLAN S-212 2ND FLOOR FRAMING PLAN S-213 ROOF FRAMING PLAN S-214 CANOPY ROOF FRAMING PLAN S-400 TYPICAL CONCRETE DETAILS S-400A TYPICAL CONCRETE DETAILS S-401 FOUNDATION DETAILS S-600 TYPICAL WOOD DETAILS S-600A TYPICAL WOOD DETAILS S-600B TYPICAL WOOD DETAILS S-600C TYPICAL WOOD DETAILS S-600D TYPICAL WOOD DETAILS S-800E WALL ELEVATION AND DETAILS S-800F WALL ELEVATION AND DETAILS S-700 FRAMING DETAILS S-700A ELEVATOR DETAILS S-700B STAIR PLANS & DETAILS 19	06- ARCHITECTURAL A-101 SITE PLAN A-102 ENLARGED SITE PLAN A-103 ENLARGED SITE PLAN A-104 SITE DETAILS A-105 SITE DETAILS A-111 FIRST FLOOR PLAN A-112 SECOND FLOOR PLAN A-121 FIRST FLOOR REFLECTED CEILING PLAN A-122 SECOND FLOOR REFLECTED CEILING PLAN A-131 ROOF PLAN A-210 EXTERIOR ELEVATIONS A-211 EXTERIOR ELEVATIONS A-220 INTERIOR ELEVATIONS A-221 INTERIOR ELEVATIONS A-222 INTERIOR ELEVATIONS A-223 INTERIOR ELEVATIONS A-224 TOILET INTERIOR ELEVATIONS A-310 BUILDING SECTIONS A-311 BUILDING SECTIONS A-320 WALL SECTIONS A-321 WALL SECTIONS A-322 WALL SECTIONS A-410 ENLARGED FLOOR PLANS A-411 ENLARGED FLOOR PLANS A-420 VERTICAL CIRCULATION PLANS & SECTIONS A-421 VERTICAL CIRCULATION PLANS & SECTIONS A-500 ROOF DETAILS A-501 ROOF DETAILS A-510 EXTERIOR ENVELOPE DETAILS A-520 WINDOW/DOOR DETAILS A-521 DOOR DETAILS A-530 INTERIOR DETAILS A-531 INTERIOR DETAILS A-535 TOILET DETAILS A-540 CEILING DETAILS A-550 SIGNAGE DETAILS A-560 STAIR DETAILS A-561 ELEVATOR DETAILS A-570 CASEWORK DETAILS A-610 DOOR SCHEDULE A-612 FINISH SCHEDULE A-620 WALL TYPES 27	E-041 PANEL SCHEDULES E-050 ELECTRICAL DETAILS E-090 SIGNAL SYSTEM RISER DIAGRAMS E-101 SITE PLAN - ELECTRICAL E-102 ENLARGED SITE PLAN - ELECTRICAL E-201 FIRST FLOOR PLAN - LIGHTING E-202 FIRST FLOOR PLAN - POWER E-203 FIRST FLOOR PLAN - SIGNAL E-204 FIRST FLOOR PLAN - FIRE ALARM E-301 SECOND FLOOR PLAN - LIGHTING E-302 SECOND FLOOR PLAN - POWER E-303 SECOND FLOOR PLAN - SIGNAL E-304 SECOND FLOOR PLAN - FIRE ALARM E-401 ROOF PLAN - ELECTRICAL 29 10- PLUMBING P-001 LEGENDS, NOTES, AND SCHEDULES P-101 PLUMBING SITE PLAN P-111 FIRST FLOOR PLAN P-112 SECOND FLOOR PLAN P-131 ROOF PLAN P-411 ENLARGED FLOOR PLAN P-511 PLUMBING DETAILS 7 11- FIRE PROTECTION FP-001 SITE PLAN & NOTES FP-002 FIRST FLOOR PLAN FP-003 SECOND FLOOR PLAN FP-004 BUILDING SECTIONS FP-005 MISCELLANEOUS DETAILS 5 Grand total: 140

EXHIBIT A, continued

19
Volume I total: 51

A - 001 WALL TYPES	
42	
08-MECHANICAL	
M-001	LEGENDS, NOTES, AND SCHEDULES
M-111	FIRST FLOOR PLAN
M-112	SECOND FLOOR PLAN
M-131	ROOF PLAN
M-510	MECHANICAL DETAILS
M-521	VIBRATION ISOLATOR DETAILS
M-601	ENERGY COMPLIANCE FORMS
M-602	ENERGY COMPLIANCE FORMS
M-603	ENERGY COMPLIANCE FORMS
9	
09-ELECTRICAL	
E-001	SYMBOL LIST, ABBREVIATIONS & NOTES
E-002	GENERAL ELECTRICAL NOTES
E-010	FIXTURE LIST & TITLE 24 CALCULATIONS
E-011	TITLE 24 CALCULATIONS - INDOOR LIGHTING
E-012	TITLE 24 CALCULATIONS - OUTDOOR LIGHTING
E-013	TITLE 24 CALCULATIONS - INDOOR LIGHTING
E-014	TITLE 24 CALCULATIONS - OUTDOOR LIGHTING
E-015	LIGHTING CONTROL INFORMATION
E-016	LIGHTING CONTROL INFORMATION
E-020	FIRE ALARM INFORMATION
E-021	FIRE ALARM CALCULATIONS
E-022	FIRE ALARM RISER DIAGRAM
E-030	SINGLE LINE DIAGRAM
E-031	SWITCHBOARD ELEVATIONS
E-040	PANEL SCHEDULES

Exhibit B

Guaranteed Maximum Price (GMP)



SCHEDULE OF VALUES

Marshall Classroom Building
 Oxnard School District
 2900 Thurgood Marshall Dr, Oxnard, CA 93036

GMP
 July 20, 2017

Description		Recommended Subcontractor	Amount
01570	Erosion Control	Socal Stormwater Runoff Solution	78,677
01730	Surveying	Michael Baker International	20,900
03200	Reinforcing Steel	Vista Steel	96,970
03300	Cast In Place Concrete	Santa Clarita Concrete	413,131
05120	Structural Steel & Misc. Metals	C.A. Buchen	294,133
05700	Ornamental Metals		w/ Struct Steel
06100	Rough Carpentry	JF Construction	1,067,965
06200	Millwork / Cabinetry / Countertops	Dennis Reeves Inc.	34,161
07140	Waterproofing / Traffic Coating	Systems WP	63,636
07200	Insulation	Alcal	47,851
07540	Roofing	Best Contracting	118,535
07600	Sheet Metal / Metal Roofing	Merit Metal Products	160,900
08100	Doors / Frames / Hardware	Construction Hardware	110,110
08800	Glass and Glazing	Santa Barbara Glass	114,087
09220	Plaster & Drywall	Church and Larsen	538,346
09300	Ceramic Tile	Silverado Tile	51,120
09510	Acoustical Ceilings & Wall Panels	Prime Acoustics	48,320
09650	Resilient Flooring and Carpet	Reliable Flooring	69,611
09900	Painting	Vanguard	102,192
10000	Building Specialties	Various	55,645
10110	Visual Display Boards	Nelson Adams Naco Inc.	148,359
10140	Signage	AGS	12,625
10280	Toilet Partitions / Bathroom Accessories	YTI Enterprises	29,000
12240	Window Shades	A1 Quality Blinds	10,000
	Final Cleaning	Commercial Const Cleaning	26,050
14200	Elevators	Republic Elevator	90,220
21000	Fire Sprinkler	J.G. Tate Fire Protection	143,456
22000	Plumbing	City Commerical	355,312
23000	HVAC	Sheldon Mechanical	366,968
26000	Electrical / Low Voltage	Taft Electric	1,177,480
31220	Demo, Earthwork and Site Clearing	Damar Const.	176,464
32122	Asphalt Paving	Onyx Paving	48,580
32131	Site Concrete	B&M Contractors	147,475
32800	Playground Surfaces & Equipment	SpectraTurf / Miracle Playground	100,262
32900	Landscape and Irrigation	Dufau Landscape	81,345



SCHEDULE OF VALUES

Marshall Classroom Building
 Oxnard School District
 2900 Thurgood Marshall Dr, Oxnard, CA 93036

GMP
 July 20, 2017

Description		Recommended Subcontractor	Amount
33000	Site Utilities	Sam Hill & Sons	210,055
01000	Allowances		85,000
	Subguard	1.20%	80,339

Subcontracted Direct Costs			\$ 6,775,280
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	General Conditions		1,287,702
	General Requirements		3,250
	Subtotal		8,066,232

	Contractor Controlled Insurance Program	1.25%	100,828
	Builders Risk Insurance		By Owner
	General Contractor Bond	0.85%	69,420
	Subtotal		8,236,479

	Contractor Fee	5.00%	411,824
	Subtotal		8,648,303

	Contractor Contingency	4.00%	345,932
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Total Contract Amount			\$ 8,994,236
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ALLOWANCES

Marshall Classroom Building
Oxnard School District
2900 Thurgood Marshall Dr, Oxnard, CA 93036

GMP
July 20, 2017

Allowances Included in Proposal		
1	Natural gas service line.	\$ 50,000
2	Furnish and install new Gate G assembly including hardware	\$ 10,000
3	Temporary power during SCE electrical service switch-over in Summer of 2018.	\$ 25,000
TOTAL ALLOWANCES		\$ 85,000



QUALIFICATIONS & ASSUMPTIONS

Marshall Classroom Building

Oxnard School District

2900 Thurgood Marshall Dr, Oxnard, CA 93036

GMP

July 20, 2017

The following items provide additional clarifications regarding the scope of work included in the Proposal:	
1	All Testing and inspection including shop inspection. All testing and inspection will be performed by the authority having jurisdiction or a third party hired by the owner.
2	GMP excludes all permanent connection or use fees by outside utility companies.
3	Settlement surveys of adjacent properties or utilities are excluded.
4	Owner's FFE items - GMP does not include furnishing, installation, unloading / hoisting or storage of Owner's FF&E.
5	Metalworks Linear Faceted/Curved Ceiling system 8" panel per Note 9.03/G-006, see detail 4/A-541 (no sheet A-541 provided) at Elevators, is excluded.
6	Does not include Owner's mobile shelf units, rolling desks, or similar non-fixed furniture.
7	Natural gas service line to new building not shown on Site Utility Plan C-401,402,403,404 or P-sheets is not included, but is addressed by allowance.
8	Using Metal Sales Standing Seam roof in lieu of AEP Span Span-Lock per specifications.
9	Window blinds are not included at the sectional doors, only at the classroom windows even though they are not shown.
10	Epoxy grout is not included at ceramic tile.
11	Vapor emission treatment at concrete floors is not included.
12	TV brackets are OFCI. Televisions or monitors are not included.
13	Specification Section 23 25 00 - Water Treatment is excluded.
14	Hazardous or contaminated soils handling or removal, or removal of any existing underground tanks or appurtenances, is excluded.
15	No standing guard service is included for school site during the Edison rework of the main power. District to provide guard service.
16	Existing handball walls will be demolished (total of 5). GMP does not include any replacement of these ball walls.
17	GMP does not include any seal and re-stripe of existing asphalt play courts - not shown on plans.

VALUE ENGINEERING COST TRACKING LOG

Marshall Classroom Building

Oxnard School District

2900 Thurgood Marshall Dr, Oxnard, CA 93036

July 19, 2017

CCD Required	NO	COST TRACKING DESCRIPTION	NEXT ACTION/STEP/COMMENTS
		Building	
CCD	ARC.1	Replace 8'6"x13' sectional roll up doors with smaller sized aluminum glazed window frames and plaster walls	<p>JA to prepare elevation replace (10) sectional OH doors with windows in punched openings of a plaster wall and drywall wall</p> <p>Update 06/23/17: Sketched due 06/30/17</p> <p>Update 7/6/17: Sketches received from CSDA and circulated to subs for pricing. Requested responses by no later than 7/10/17.</p> <p>Update 7/18/17: Clarification to aluminum window type and glass type received from CSDA and subs have provided their proposals.</p>
CCD	ARC.2	Eliminate Smoke Containment doors at elevators, possibly not required	<p>JA to call FLS plan checker to determine if these can be eliminated.</p> <p>Update 06/23/17: CCD-A to delete smoke doors shall be prepared by 06/30/17 and submitted when DSA Box is set up.</p>
	ARC.3	Eliminate sliding markerboards, keep recessed wall space for mobile shelf units.	<p>After discussion with the team this part of the programmatic design which cannot be eliminated. TM to work with bidders on how to reduce the cost of the current design</p> <p>Update 06/23/17: TM is working with Nelson Adams to achieve projected savings without impacting this programmatic element</p> <p>Update 7/6/17: Revised pricing received from Nelson Adams for sliding markerboards @ 6' in height, same widths as shown on interior elevations. VE credit combined with ARC.4</p> <p>Additional cost for painting exposed wall surfaces are combined with ARC.3</p>
	ARC.4	Decrease size of floor to ceiling markerboard and tackboard surfaces	<p>JA to prepare revised elevation to reduce the height of the wall mounted markerboards and acoustical tackboard</p> <p>Update 06/23/17: TM is working with Nelson Adams to achieve projected savings without impacted this programmatic element</p> <p>Update 7/6/17: Revised pricing received for wall markerboards @ 6' in height, same widths as shown on interior elevations. VE credit combined with ARC.3</p> <p>Additional cost for painting exposed wall surfaces are combined with ARC.3.</p> <p>Update 7/7/17: Jeremy C. provided clarification that sliding markerboards will not change in size. Carl will follow up with Nelson Adams to revise their VE proposal based on this information.</p> <p>Update 7/18/17: Revised pricing received from Nelson Adams. All sliding markerboards remain full height as shown on the drawings, wall markerboards and tackboards will become 6' in height.</p>
	ARC.5	Eliminate acoustical wall panels in upper clerestory areas	<p>JA to revise RCP to delete acoustical wall panels in upper clerestory. JA to incorporate use of acoustical ceiling panels on vertical surfaces.</p> <p>Update 06/23/17: SB directed JA to delete acoustical wall panels in the clerestory walls. TM to confirm \$30K saving</p> <p>Update 7/6/17: Credit provided for deleting these panels in the clerestory wall areas. Additional cost for painting exposed wall surfaces are also provided.</p>
	ARC.6	Eliminate wall tile behind lockers in Rooms 111 & 114.	<p>After discussion with the team it was determined that all tile will be eliminated from the scope of work in the changing rooms. See ARC.18 below</p>
	ARC.7	Lower height of wainscot tile in restrooms to 4' high	<p>RS to provide pricing for proposed revision</p> <p>Update 06/23/17: Pricing for credit received from Silverado Tile.</p>
	ARC.8	Eliminate floor tile in Toilet and changing rooms. Replace with a sealed concrete finish.	<p>See ARC 18 below</p>

VALUE ENGINEERING COST TRACKING LOG

Marshall Classroom Building

Oxnard School District

2900 Thurgood Marshall Dr, Oxnard, CA 93036

July 19, 2017

CCD Required	NO	COST TRACKING DESCRIPTION	NEXT ACTION/STEP/COMMENTS
	ARC.9	Replace entire roof with hot mop- Roofing VE Items	RS to provide pricing for hot mop roof through out the project. Update 06/23/17: TM working with Best Interior to develop a value engineering package that retains the existing design. Update 7/6/17: CM has discussed potential VE items with Best, including use of a lighter gauge standing seam roofing material. Update 7/18/17: Use of a lighter gauge standing seam roofing material is not acceptable to CSDA. Best Contracting looked again at their number and submitted a credit amount.
CCD	ARC.10	Use standard Hydraulic elevators in lieu of MRL elevator	JA to provide revised design for using a jack less hydraulic elevator Update 06/23/17: SB directed team to pursue the hydraulic elevator. TM to forward shop drawing for hydraulic elevator to JA for coordination with designed structure for the shaft and equipment room Update 7/6/17: Republic Elevator has provided drawings for space requirements of the elevator shaft and machine room. CSDA has reviewed and indicates that required space requirements will work within current designed structure.
	ARC.11	Delete energy management system.	RS to obtain credit to delete EMS in it entirety Update 06/23/17: Sheldon provided credit.
	ARC.12	Delete fire department ladders	JA to call fire marshal to understand requirement of exterior fire ladders Update 06/23/17: JA and TM to visit fire department to delete exterior ladders for building and elevator tower Update 7/6/17: Per Jose/CSDA the exterior ladders as shown on G-003 will not be required based on discussion with the local fire department.
CCD	ARC.13	Delete framing at elevator opening smoke doors.	SB accepted deletion. Finalize credit to GMP.
CCD	ARC.14	Delete hand dryers	SB accepted deletion. Finalize credit to GMP JA to revise specifications to include paper towel dispensers Update 06/23/17: Paper towel dispensers shall OFCI.
CCD	ARC.15	Revise Guardrail Detail	JA to review design of handrail detail and revise to simplify and reduce cost. Also see ARC.19 below Update 06/23/17:CA Buchen provided revised design for guardrails which was accepted by SB and JA. Credit provided by CA Buchen.
	ARC.16	Use thinset in lieu of mortar set tile	After discussion with the team it was determined that the mortar bed would be deleted at 1st and 2nd floor restrooms and that the tile would be thinset. Need to add the sloping of floor to drains. RB to provide pricing Update 06/23/17: Credit provided by Silverado.
CCD	ARC.17	Remove 2nd floor canopy over walkways	JA to review the shading study and determine if a portion of the walkway cover can be reduced Update 06/23/17: Still pending structural engineer response. JA to follow on 06/26/17 Update 7/6/17: Jose/CSDA has been working with the structural engineer for drawings/details in order for Bernards to request subcontractor pricing. Update 7/18/17: The structural engineer provided drawings on 7/18/17 for subs to review and provide pricing.
	ARC.18	Delete all tile from change rooms and provide painted walls and resilient tile with rubber base	RS to provide pricing for proposed revisions. Update 06/23/17:Credit provided by Silverado.
	ARC.19	Delete galvanized finish for stairs, guardrails and handrails and provide zinc primer with paint finish	RS to provide pricing for proposed revisions. Update 06/23/17: Steel contractor stated the is no cost difference with zinc coating and galvanizing.

VALUE ENGINEERING COST TRACKING LOG

Marshall Classroom Building

Oxnard School District

2900 Thurgood Marshall Dr, Oxnard, CA 93036

July 19, 2017

CCD Required	NO	COST TRACKING DESCRIPTION	NEXT ACTION/STEP/COMMENTS
	ARC.20	Delete requirement of waterproof wrap around building	JA to review specification to determine what is required and RS to reach out to plaster subcontractors to determine what is included Update 06/23/17: TM got price to wrap the first 5 feet of the building.
	ARC.21	Delete drywall soffit at high ceiling and provide T-Bar and acoustical tile.	JA to prepare sketch of proposed T-Bar soffit for final pricing Update 7/6/17: Jose/CSDA has rejected this potential VE item.
	ARC.22	Revise operable windows to fixed windows	JA to revise specification for windows. TM to price Update 7/6/17: Jose/CSDA has revised the aluminum window spec and pricing has been requested from subcontractor. Update 7/18/17: CSDA revised the aluminum window spec. again and answered subcontractor questions. Subcontractor has provided credit for fixed windows in place of operable.
	ARC.23	Flush Aluminum Windows with Exterior wall	JA to revise specification for windows. TM to price Update 7/6/17: Jose/CSDA has revised the aluminum window spec and pricing has been requested from subcontractor. Update 7/18/17: CSDA revised the aluminum window spec. again and answered subcontractor questions. Subcontractor has provided credit for fixed windows in place of operable. JA to revise detail for window install. TM to price Update 7/6/17: Jose/CSDA has revised the aluminum spec and pricing has been requested from subcontractor. Update 7/18/17: CSDA revised the aluminum window spec. again. Window width is now 4 ½" but still held to outside with return on inside of wall.
	ARC.24	HVAC VE Items	Meeting with CFW, Bernards and Sheldon Mechanical to discuss potential VE items. Items include deduct for standalone control system vs. DDC control system, deduct to change side discharge rooftop units to down shot, deduct to change ductwork from rectangular to round and added cost to install copper coils on rooftop units. Update 7/7/17: The copper fin added cost has been rejected. The (3) credit items are still under consideration. Jose A. to follow up with mechanical engineer to question why his response to down shot roof top units will not work. Update 7/18/17: Mechanical engineer has rejected the proposed down shot type units due to space limitations. Credits for standalone control system and use of round ducts will be accepted.
	ARC.25	Electrical VE Items	Taft Electric has been contacted regarding potential VE items and have submitted the following; Deduct for alternate light fixture package using a different manufacturer, deduct for use of MC cables for all branch circuits in lieu of flex conduit, deduct for use of aluminum brass in lieu of copper on all switchgear, deduct for use of native soil in lieu of concrete backfill at ductbanks. The Electrical Engineer has reviewed and provided a response, to be reviewed further with CFW & CSDA. Update 7/7/17: After reviewing the electrical VE items it was determined to still pursue the potential cost savings of an alternate lighting package and also request a cost savings number for use of slurry backfill in ductbank trenches. Update 7/18/17: Potential cost savings for the alternate lighting package is acceptable. Taft Electric confirmed no savings for use of slurry backfill in ductbank trenches.

VALUE ENGINEERING COST TRACKING LOG

Marshall Classroom Building

Oxnard School District

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July 19, 2017

CCD Required	NO	COST TRACKING DESCRIPTION	NEXT ACTION/STEP/COMMENTS
	ARC.26	Door Hardware Savings (hinges, etc.)	Scott B. requested a door hardware cost savings for use of butt hinges instead of the specified continuous hinges. Scott will forward a copy of District hardware standards to Carl for discussion with the subcontractor for any potential savings.
	ARC.27	Plumbing VE Savings	Carl M. will contact the low bid plumbing subcontractor to discuss any potential cost saving items.
	SIT.1	Eliminate construction of (5) CIP concrete seat benches, District to provide benches	SB accepted deletion. Finalize credit to GMP Update 7/6/17: Credit for deleted concrete benches requested from subcontractor. Update 7/18/17: Credit proposal received from subcontractor.
	SIT.2	Remove PCC Pavers and concrete sub-slab for pavers, leave existing AC paving.	SB accepted deletion. Finalize credit to GMP Update 7/6/17: Credit for deleted concrete pavers and sub slab requested from subcontractor. Update 7/18/17: Credit proposal received from subcontractor.
CCD	SIT.3	Remove raised planter walls - concrete, rebar, waterproofing and landscaping & irrigation	After discussion it was determined to eliminate all raised planters but retain all landscaping at grade. RS to finalize credit for deletion of raised planters JA to provide revised design for landscaping at grade for pricing Update 7/18/17: Credit proposal received from subcontractors for deleted raised planters. Revised landscape drawings not provided, no change in cost proposed for landscaping at planters.
CCD	SIT.4	Remove concrete mow strip, replace with natural grass	JA to review with DSA the need to 6' mow strip with plan checker Update 06/23/17: JA to submit CCD to delete 6' mow strip Update 7/6/17: Pricing has been requested from subcontractor for revising mow strip from 60" to 12" wide. Update 7/18/17: Credit proposal received from subcontractor.
	SIT.5	Delete gravity wall, use curb	JA to review with Civil if gravity wall can be deleted. This would me budget funds to delete the demolition of the ball walls could be removed. Update 06/23/17: JA to confirm with civil engineer that gravity wall can be deleted. Update 7/7/17: This potential VE item has now been rejected.
	SIT.6	Delete perimeter curb & 4" CAB w/ geo fabric at rubber play surface, install rubber surfacing	Rejected
	SIT.7	Delete site concrete mock-up	SB accepted deletion. Finalize credit to GMP
	SIT.8	Reduce cost reconstruction at new electrical service	JA to have civil engineer provide demo and construction for new electrical service. Update 7/6/17: Site photos of the area for SCE work and approximate electrical underground pathway back to the electrical room have been provided to CSDA for use by Civil Engineer. Update 7/7/17: Carl M. will go back into the GMP and verify if there are still potential costs available. Update 7/18/17: After reviewing costs again with estimators, a cost savings was determined.



VALUE ENGINEERING COST TRACKING LOG

Marshall Classroom Building

Oxnard School District

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July 19, 2017

CCD Required	NO	COST TRACKING DESCRIPTION	NEXT ACTION/STEP/COMMENTS
	SIT.9	Gas Line Revisions	<p>Meeting with Gas Company and Engineer to resolve missing gas design took place on 6/26/17 with the So Cal Gas representative. The rep is currently investigating in house on pipe capacity and meter and will report back to Team. There is the possibility that the meter will need to be upsized, which will be a cost to the School District.</p> <p>Update 7/7/17: Jose A. will request that plumbing engineer contact the Gas Co. rep to receive information in order to make final decision.</p> <p>Update 7/18/17: The Gas Company representative has been contacted by Bernards on numerous occasions for an update with no response. CSDA's plumbing engineer is also awaiting a return call. With no clear response to date from Gas Co. this potential VE credit will be rejected. The 50K allowance will continue to be carried in the GMP.</p>

Bid Evaluation Report



Erosion Control

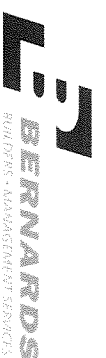
Marshall Classroom Building

Subcontractors

Job Number **1641**
 Bid Date **6/7/2017**
 Date Printed **7/27/2017**

Description	Whitson CM / Bernards	Social Stormwater Runoff Solution			
Base Bid	See below	See below			
Spec #: 312500	Included	Included			
Bond Rate (if required)					
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included			
Plans and Specs Dated: 1/28/2016 & 10/4/2016	Included	Included			
Acknowledgment of RFIs 1-75 dated 6.5.17	Included	Included			
Bid Good for 60 Days	Included	Included			
Prevailing Wage	N/A	N/A			
Prequalified per Oxnard School District Standards	N/A	N/A			
Attachment C Acknowledgement	N/A	N/A			
Storm Water Compliance	1,200	520			
"Due to the project being under 1 acre this project is not subject to the State CGP"	Included	Included			
Provide project related Water Pollution Control Program (WPCP) by Qualified developer	Included	Included			
Development of project specific Best Management Practices (BMP's)	Included	Included			
Development of erosion control plan for inclusion in WPCP	Included	Included			
SWPPP (QSP/QSD) Services					
Qualified SWPPP Practitioner QSP conduct weekly site inspections, photos, document, etc	18,720	10,400			
Rate per week for monitoring	\$360/wk	\$200/visit			
Keep records & documents updated	Included	Included			
Provide recommendations for reqs of BMP upkeep & maintenance (but won't do the work)	Included	Included			
Electronically file all data for Permit documents as required	Included	Included			
Pre/During/Post Rain-Event Visual Inspections	4,320	2,640			
Rate per week/visit for monitoring the rain monitoring	\$360/wk	\$220/visit			
Erosion Control - No Plans Provided					
Silt Fencing at perimeter of sites	21,402	21,402			
Fiber Rolls at perimeter of existing parking lot rework - A-102	Included	Included			
Fiber Rolls at new school addition perimeter - G-003	Included	Included			
Fiber Rolls at new playground area perimeter - G-003	Included	Included			
Construction Entrances	Included	Included			

Bid Evaluation Report



Erosion Control

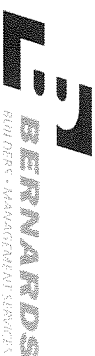
Marshall Classroom Building

Subcontractors

Job Number **1641**
 Bid Date **6/7/2017**
 Date Printed **7/27/2017**

Description	Whitson CM / Bernards		Social Stormwater Runoff Solution		Job Number		Bid Date	
	Included	Excluded	Included	Excluded	1641	6/7/2017	7/27/2017	
Storm Drain Inlet Protection	Included		Included					
SWPPP & BMP Implementation	Included		Included					
SWPPP & BMP Implementation - Removal at completion of project	Included		Included					
QSP Monitoring	See below		See below					
Laydown/Trailer Area Erosion Control:	20,985		20,985					
Fiber Rolls at perimeter of existing grass field for trailer/parking/laydown/storage use during construction	Included		Included					
Geofabric over the grass, rock surface	Included		Included					
Removal of above at project completion	Included		Included					
Temporary Construction Fencing & Gates - Bernards	22,730		22,730					
Temp Fencing at existing parking lot rework, 1-side use existing fencing along the creek - A-102, install, maintain, removal	Included		Included					
Temp Fencing at new school addition perimeter - G-003	Included		Included					
Temp Fencing at new playground area perimeter - G-003	Included		Included					
Gates	Included		Included					
TOTALS	89,357		78,677		0	0	0	0
Recommendation:	Amount							
Social Stormwater Runoff Solution	78,677							

Bid Evaluation Report



Surveying

Marshall Classroom Building

Subcontractors

Description	Adkan Engineers	Brenner & Carpenter	Hunsaker & Associates	MNS Engineers	Job Number	1641
					Date Printed	7/27/2017
					Bid Date	6/7/2017
					Michael Baker International	Stantec
Base Bid	22,000	25,000	60,400	17,055	8,900	39,950
Spec #: 00700 - General Conditions	Included	Included	Included	Included	Included	Included
Bond Rate (if required)	N/A	N/A	N/A	N/A	N/A	N/A
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included	Included	Included	Included
Plans and Specs Dated: 1/28/2016 & 10/4/2016	Included	Included	Included	Included	Included	Included
Acknowledgment of RFIs 1-75 dated 6.5.17	Included	Included	Included	Included	Included	Included
Bid Good for 60 Days	Included	Included	Included	Included	Included	Included
Prevailing Wage	Included	Included	Included	Included	Included	Included
Prequalified per Oxnard School District Standards	N/A	N/A	N/A	N/A	N/A	N/A
Attachment C Acknowledgement	N/A	N/A	N/A	N/A	N/A	N/A
Set-up	Included	Included	Included	Included	Included	Included
Travel Costs	Included	Included	Included	Included	Included	Included
Horizontal Control	Included	Included	Included	Included	Included	Included
Survey Boundary Map	Included	Included	Included	Included	Included	Included
Excavation	Included	Included	Included	Included	Included	Included
Rough Grade Staking	Included	Included	Included	Included	Included	Included
Blueprint Stakes at Bottom of Excavation for Fine Grading	Included	Included	Included	Included	Included	Included
Gridlines at Elevator & Exterior Stairs	Included	Included	Included	Included	Included	Included
Buildings	Included	Included	Included	Included	Included	Included
Building Corner Stakes (All Bids)	Included	Included	Included	Included	Included	Included
Utility Sleeve Layout for Sanitary Sewer, Storm Drain, Domestic and Fire Water, Natural Gas and Permanent Electrical Service	Included	Included	Included	Included	Included	Included
Final Verification Upon Project Completion	Included	Included	Included	Included	Included	Included
Site	Included	Included	Included	Included	Included	Included
Stakes for Sanitary Sewer, Storm Drain, Natural Gas and Domestic Fire & Domestic Water	Included	Included	Included	Included	Included	Included
Line and Grade Stakes for Underground Electrical Devices, POCs and Duct Banks	Included	Included	Included	Included	Included	Included
Line Stakes for demo/saw cut of asphalt at existing northeast parking lot. Provide markings for new parking stalls.	Included	Included	Included	Included	Included	Included
Line and grade stakes for rubberized playground area	Included	Included	Included	Included	Included	Included
1-person survey crew rate per hour	\$185/hr		\$192/hr	\$180/hr	Included	Included
2-person survey crew rate per hour	\$260/hr		\$234/hr	\$260/hr		
	5,000	2,000		6,667		
TOTALS	27,000	27,000	60,400	23,722	20,900	39,950
Recommendation:	Amount					
Michael Baker International	20,900					

Bid Evaluation Report



Reinforcing Steel

Marshall Classroom Building

Subcontractors

Description	Upland Contracting		Vista Steel		Job Number		Date Printed	
Base Bid								
Spec # : 032000	85,814	Included	83,445	Included				
Bond Rate (if required)								
Furnished, Installed, FOB Jobsite, Tax Included								
Plans and Specs Dated: 1/28/2016 & 10/4/2016								
Acknowledgment of RFIs 1-75 dated 6.5.17								
Bid Good for 60 Days								
Prevailing Wage								
Pregualified per Oxnard School District Standards								
Attachment C Acknowledgement								
Rebar								
New Classroom Addition Building per Structural, Architectural & Civil sheets								
Rebar for Footings								
Rebar for Spread Footings								
Rebar for Column Footings								
Rebar for Stair Footings								
Rebar for Pad Footings								
Rebar for Elevator Pit								
Rebar for Slab on Grade								
Hoisting as Required								
Note 15 - Planter Wall per Architectural & Structural drawings - 2 shown near stairs are NOT on S sheets, 36'x8', build them sim to right side of det 6/S-401	5,000		5,000					
Site Concrete Reinforcing	24,486		12,025					
Paving, curbs, seat walls, planter walls								
Site curbs FOB jobsite								
SIT.3								
TOTALS	111,800		96,970		0	0	0	0
Recommendation:	Amount							
Vista Steel	96,970							

Bid Evaluation Report



Building Concrete

Marshall Classroom Building

Subcontractors

Description	Barcelo Construction		Santa Clarita Concrete		Job Number	Bid Date	Date Printed
	386,879	Included	395,600	Included			
Base Bid					1641	6/7/2017	7/27/2017
Spec #: 03 1000 - Concrete Forming Accessories	Included		Included				
Spec #: 03 2000 - Concrete Reinforcing	Included		Included				
Spec #: 03 3000 - Cast-In-Place Concrete	Included		Included				
Bond Rate (if required)			Bond @ 1%				
Furnished, Installed, FOB Jobsite, Tax Included	Included		Included				
Plans and Specs Dated: 1/28/2016 & 10/4/2016	Included		Included				
Acknowledgment of RFIs 1-75 dated 6.5.17	Included		Included				
Bid Good for 60 Days	90 Days		30 Days				
Prevailing Wage	Included		Included				
Prequalified per Oxnard School District Standards	N/A		N/A				
Attachment C Acknowledgement	N/A		N/A				
Structural Concrete	Included		Included				
Typical SOG Underlayment Detail 14/S-400A:	Included		Included				
4" layer crushed rocks Subbase over prepared subgrade	Included		Included				
Base - 2" Sand Fill over crushed rock	Included		Included				
15 mil. Vapor Barrier by Stego Ind. Over sand	Included		Included				
5" SOG	Included		Included				
Reinforcing steel furnish & install, included w/ CIP concrete bid	Excluded		Excluded				
Reinforcing steel furnish & install, separate Rebar Bid	w/ Rebar		w/ Rebar				
Install Anchor/Sill Bolts for Wood Framing per Wall Framing Details - S-401	Included		Included				
Spread Footings per Schedule on Foundation Pages S-401,402,403 (WF-1, WF-2 & F3)	Included		Included				
24" X 18" Conc Footing at Stairs per 1/S-700B	Included		Included				
Tie Rod Brace detail and concrete blockout at Baseplates - 3/S-700B	Included		Included				
1-6" thk Mat slab at Elevator Pit per 12/S-700A	Included		Included				
Elevator Pit wall 10" thk per 12/S-700B	Included		Included				
Site Control Plan C-201							
Note 15 - Planter Wall per Architectural & Structural drawings - 2 shown on S-211 & 6/S401, are part of the building construction	30,000		Included				
Note 15 - Planter Wall per Architectural & Structural drawings - 2 shown near stairs are NOT on S sheets, 36'x8'	30,000		26,600				
Install Guiderail baseplates per 16/S-700B	Included		Included				
Lt Wt Concrete Fill at Balconies & Classrooms on 2nd Floor per Note 7A & 7B/S212 - 1-1/2" twt concrete topping	Included		Included				

Bid Evaluation Report



Building Concrete

Marshall Classroom Building

Subcontractors

Description	Barcelo Construction		Santa Clarita Concrete		Job Number	Bid Date	Date Printed
	Barcelo Construction	Santa Clarita Concrete	Barcelo Construction	Santa Clarita Concrete			
SCC: Deck to be poured prior to construction of walls, otherwise add for another pump system & hoseman to place concrete	Included	6,500			1641	6/7/2017	7/27/2017
Concrete Fill at Pan Filled Metal Stair Treads and Landings w/ W4x4 Reinforcing - 2&6/S-700B	Included	Included					
Balco Stair Strips per keynote 05.03 sheet A-420 & detail 11/A-560	2,500	2,500					
2" contrasting strip, abrasive strip	Included	Included					
6" Upturned CIP concrete base w/ tooled radius at lockers - 14 & 15/A-530	Included	Included					
Depressed slabs at restrooms for ceramic tile work, not shown properly	Included	Included					
Trench Drain concrete basin per 4/S-400A	w/ Site Utilities	w/ Site Utilities					
Other Items:	Included	Included					
All Reinforcing Steel for your work	w/ Rebar	w/ Rebar					
Dewatering as Required	Included	Included					
Setting Anchor Bolt Templates	Included	Included					
Safety walk and progressive cleanup	4,640	4,640					
Curing and Sealing Compounds per Specs as Required	Included	Included					
Drypacking baseplates	1,000	Included					
Base plates for Round HSS and Square HSS per 18/S-401	Included	Included					
Clean up to debris bins	5,100	5,100					
Wash Out Bins	2,500	2,500					
Depressed floors at 1st floor RR's (include, they aren't shown) for ceramic tile install	5,000	5,000					
Spoils removal	approx 325cy	approx 325cy					
SIT.3	(8,700)	(8,709)					
SIT.3	(30,000)	(26,600)					
TOTALS	428,919	413,131	0	0	0	0	0
Recommendation:	Amount						
Santa Clarita Concrete	413,131						

Bid Evaluation Report



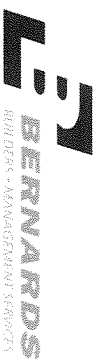
Structural Steel

Marshall Classroom Building

Subcontractors

Description	C.A. Buchen	Rincon Ironworks	Metal Supply, Inc.	ACSS	Job Number	1641
					Bid Date	6/7/2017
					Date Printed	7/27/2017
Base Bid	See below	See below	See below	No Bid		
Spec #: 05 1200 - Structural Steel Framing	Included	Included	Included			
Spec #: 05 5000 - Metal Fabrications	Included	Included	Included			
Bond Rate (if required)						
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included			
Plans and Specs Dated: 1/28/2016 & 10/4/2016	Included	Included	Included			
Acknowledgment of RFIs 1-75 dated 6.5.17	Included	Included	Included			
Bid Good for 60 Days	14 Days	Included	Included			
Prevailing Wage	Included	Included	Included			
Prequalified per Oxnard School District Standards	N/A	N/A	N/A			
Attachment C Acknowledgement	N/A	N/A	N/A			
Structural Steel						
New Classroom Building	165,450	234,955	304,688			
HSS Steel Columns, C1, C2, C3, C4 & C5 on First & Second Levels -5" round, 5x5 7x5, 10x8, & 7x7	Included	Included	Included			
HSS Beams at 1st & 2nd floors per floor plans	Included	Included	Included			
HSS Beams at Elevator - 3 each HSS 12x4 tubes per sketch in RFI #3	Included	Included	Included			
Include added 3rd steel column	7,500	7,500	7,500			
HSS Columns & beams at wall elevation S-600E & 19&20/S-600F	Included	Included	Included			
HSS columns in stud walls to have welded studs - 13/S-700	Included	Included	Included			
Base plates for Round HSS and Square HSS per 18/S-401	Included	Included	Included			
"C" Channel Framing at Elevator - S111	Included	Included	Included			
"W" Steel Beams at Elevator - 1/S-700A & 17/S-700A	Included	Included	Included			
Beam to Beam Connection Schedule & details 1/S-700A	Included	Included	Included			
Double angle braces & gusset plate at HSS column at roof transitions 17/S-600D	Included	Included	Included			
1/2" thk x 5" w plate at roof transitions 17/S-600D & 20/S-600E	Included	Included	Included			
Safety Cable Railing as Required - Install, maintain, removal & return to steel sub	3,250	3,250	3,250			
FOB Anchor Bolts/ Templates for Own Work	Included	Included	Included			
FOB Embeds, Weld Plates, etc. for Own Work	Included	Included	Included			
Safety walk and progressive cleanup	3,093	3,093	3,093			
Hoisting for All Work	Included	Included	Included			
Steel Stairs						
Galvanized	122,090	Included	Included			

Bid Evaluation Report



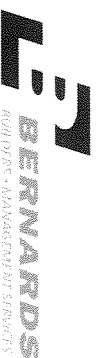
Structural Steel

Marshall Classroom Building

Subcontractors

Description	C.A. Buchen	Rincon Ironworks	Metal Supply, Inc.	ACSS	Job Number	1641
					Bid Date	6/7/2017
					Date Printed	7/27/2017
Stairs 1 & 2 at New Classroom Bldg - S-211,212 & S-700B	Included	Included	Included			
Steel Stairs (Pan Filled Concrete) - A-420	Included	Included	Included			
HSS, MC, C Stringers, L Brackets and Metal Pan Landings	Included	Included	Included			
Conc Nosing at Stairs - included w/ the stairs?	1,250	Included	Included			
Stair Railings and Stair Guardrails	Included	Included	Included			
1-1/2" Handrail Both Sides	Included	Included	Included			
Guardrail at Midlandings	Included	Included	Included			
Guardrail at Top of Stairs	Included	Included	Included			
Stair 1 - 12/S700B	Included	Included	Included			
Stair 2 - 11/S700B	Included	Included	Included			
Railings & Guardrails	Included	132,560	Included	100,000		
2nd Floor New Classroom Bldg - S-212 & 8/S-6001/S-600D	Included	Included	Included			
Deck guardrail detail - HSS2-1/2x2-1/2x3/16 at 4'oc	Included	Included	Included			
Arch drawing sheet A-112, note 5.33, see 15/A-560	Included	Included	Included			
Steel posts & plate top rails, w/ baseplates 8/S-600	Included	Included	Included			
Railing to have a Prefab panel per 10/A-560	Orsogrill	Included	Included			
Prefab Panel Elevation detail - 7/A-560	Included	Included	Included			
Railing Inserts per detail 2.3/A-560 - shows 2x1 rect mesh 11 ga galv panel	Included	Included	Included			
Railing Inserts per Spec is diamond mesh	Excluded	Excluded	Excluded			
Misc. Metal	Included	Included	Included			
Steel plate continuous across hoistway ground fl - 5/A-561	2,500	Included	2,500			
Steel plate continuous across hoistway 2nd fl- 7/A-561	2,500	Included	2,500			
Pit ladder 13/A-561, notes states by Elev Mfr, but needs to be w Steel	Included	3,000	Included			
HSS at Canopy connections - 19,20/S-600F	Included	Included	Included			
Elevator Sill Angle & Threshold	Included	Included	Included			
Roof Access Ladders in Electrical rm 206 - A-112, 10/A-500	Included	Included	Included			
Steel ladder mounted to wall mtg all OSHA requirements	Included	Included	Included			
Site	Included	Included	Included			
Steel Bollards at New Electrical Transformer, FOB jobsite, 1/E-102	500	4,000	4,000			
Steel Bollards at New DDCV Assembly, FOB jobsite, C-401 (not shown, include 8 each)	500	4,000	4,000			

Bid Evaluation Report



Structural Steel

Marshall Classroom Building

Subcontractors

Description	C.A. Buchen	Rincon Ironworks	Metal Supply, Inc.	ACSS	Job Number	1641
					Bid Date	6/7/2017
					Date Printed	7/27/2017
Fire Department Access Ladder, shown on FLS/Site Plan near grid D&2 SW side - G-003, galvanized	7,500	6,500	7,500			
Fire Department Access Ladder, shown on FLS/Site Plan near grid K&11 near elevator - G-003, galvanized	7,500	6,500	7,500			
ARC.12	(15,000)	(13,000)	(15,000)			
ARC.15	(14,500)	(14,000)	(14,000)			
TOTALS	294,133	378,358	417,531	0	0	0
Recommendation:	Amount					
C.A. Buchen	294,133					



Bid Evaluation Report

Rough Carpentry

Marshall Classroom Building

Subcontractors

Job Number	1641
Bid Date	6/7/2017
Date Printed	7/27/2017

Description	Subcontractors			
	Abdellatif Enterprises	Core Contracting	JF Construction	WS Klem
Base Bid	1,244,000	997,037	922,861	1,156,000
Spec #: 06 1000 - Rough Carpentry	Included	Included	Included	Included
Spec #: 06 1733 - Wood I-Joists	Included	Included	Included	Included
Spec #: 06 1813 - Glue Laminated Beams	Included	Included	Included	Included
Bond Rate (if required)	Bond at 2%	Bond at 2%	Bond at 2%	Bond at 2%
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included	Included
Plans and Specs Dated: 1/28/2016 & 10/4/2016	Included	Included	Included	Included
Acknowledgment of RFIs 1-75 dated 6.5.17	Included	Included	Included	30 days
Bid Good for 60 Days	Included	Included	Included	Included
Prevailing Wage	N/A	N/A	N/A	N/A
Prequalified per Oxnard School District Standards	N/A	N/A	N/A	N/A
Attachment C Acknowledgement	N/A	N/A	N/A	N/A
Rough Framing				
Wall Types Sheet - A-620	Included	Included	Included	Included
Plywood Shear Wall Schedule - S-600	Included	Included	Included	Included
Plywood Sheathing as Shown on Wall Types	Included	Included	Included	Included
Prefabricated plywood web joists "I" Joists per spec section	Included	Included	Included	Included
Open Web Trusses, I-Joists, LVL per Schedule 4/S-600F	Included	Included	Included	Included
MFR - TrusJoist, Red Built or equal	Included	Included	Included	Included
Glue-Laminated Beams & Struc Eng. Beams per spec section	Included	Included	Included	Included
Simpson HDW as Scheduled	Included	Included	Included	Included
Supply Anchor/Sill Bolts for Wood Framing per Wall Framing Details	7,551	7,551	7,551	7,551
Hold Down Schedule 20/S-600	Included	Included	Included	Included
Anchor Rod Schedule - 17/S-401	Included	Included	Included	Included
Mechanical Platforms at Roof 3&5B/S-700B	Included	Included	Included	Included
Wall Framing - 2x4, 2x6, 2x8	Included	Included	Included	Included
Wood Backing for All Wall Items - Millwork, TV's, Marker/Tackboards, Handrails, M.E.P.	Included	Included	Included	Included
Plywood Backboards - Electrical / Low Voltage	3,200	3,200	3,200	3,200
Wood Nailers at Roof Parapet Coping - 2/A-500	Included	Included	Included	Included
Safety Railing as Required at 2nd Floor	5,000	5,000	5,000	5,000
Plywood Floor Sheathing - 19/S-600C	Included	Included	Included	Included
Plywood Roof Sheathing - 19/S600C	Included	Included	Included	Included
1/2" Plywood at Exterior Walls per Struc Walls and Ext. Walls as shown on S-600	Included	Included	Included	Included
Flooring & Roof Joists per Schedule on Framing Plans	Included	Included	Included	Included
1/2" Plywood at Plaster Pilasters	Included	Included	Included	Included

Bid Evaluation Report



Rough Carpentry

Marshall Classroom Building

Subcontractors

Description	Subcontractors				Job Number	Bid Date	Date Printed
	Abdellatif Enterprises	Core Contracting	JF Construction	WS Klem			
Exterior Plywood at Underside of Roof Overhang per 9/A-501	Included	Included	Included	Included	1641	6/7/2017	7/27/2017
Install Pipe Columns per details 2,5,6/5-600D - coordinate w/ Steel sub	Included	Included	Included	Included			
Roof Joists per Schedule on Framing Plans	Included	Included	Included	Included			
Roof Crickets per A-131 - should be w/ roofing, use tapered Insul	Excluded	Excluded	Excluded	Excluded			
Safety walk and progressive cleanup	9,280	9,280	9,280	9,280			
Framing for all recessed items FEC's, etc.	Included	Included	Included	Included			
Blocking & backing for ceilings & duct supports, unknown locations	6,400	6,400	6,400	6,400			
Blocking & backing for roof ladders	600	600	600	600			
Depressed floors at 2nd floor RR's (include, they aren't shown) for ceramic tile install	5,000	5,000	5,000	5,000			
Framing for doors heads & jambs at elevator smoke containment door assembly	4,000	4,000	4,000	4,000			
Fire Treated Lumber	Included	Included	Included	Included			
Storage of Lumber and Delivery to Site	Included	Included	Included	Included			
Hoisting for your work	Included	Included	Included	Included			
All Required Caulking and Sealants for your work	Included	Included	Included	Included			
Scaffolding for Own Work	Included	Included	Included	Included			
Clean-up into your dumpsters	17,000	17,000	17,000	17,000			
Temporary Stairs & ramps	3,000	3,000	3,000	3,000			
Small tools & equipment	3,500	3,500	3,500	3,500			
Security guard	40,200	40,200	40,200	40,200			
Site Security/Alarm/Camera systems	15,477	15,477	15,477	15,477			
ARC.1	9,500	9,500	9,417	9,500			
ARC.13	(4,000)	(4,000)	(4,000)	(4,000)			
ARC.17	(30,000)	(30,000)	(30,521)	(30,000)			
Budget for Lumber Cost Increase	65,000	50,000	50,000	50,000			
TOTALS	1,404,708	1,142,745	1,067,965	1,301,708	0	0	
Recommendation:	Amount						
JF Construction	1,067,965						



Bid Evaluation Report

Cabinets / Millwork

Marshall Classroom Building

Subcontractors

Description	Subcontractors				Job Number	Bid Date	Date Printed
	Bristol Omega	ICI Millwork	K & Z Cabinet	Dennis Reeves Inc.			
Base Bid	47,900	36,107	42,290	34,161	1641	6/7/2017	
Spec # : 06 4000 - Architectural Woodwork	Included	Included	Included	Included			
Spec # : 12 3553 - Manufactured Plastic-Laminate-Faced Casework	Included	Included	Included	Included			
Bond Rate (if required)				Bond at 2.5%			
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included	Included			
Plans and Specs Dated: 1/28/2016 & 10/4/2016	Included	Included	Included	Included			
Acknowledgment of RFI's 1-75 dated 6.5.17	Included	Included	Included	Included			
Bid Good for 60 Days	90 days	90 days	60 days	60 days			45 days
Prevailing Wage	Included	Included	Included	Included			Included
Prequalified per Oxnard School District Standards	N/A	N/A	N/A	N/A			N/A
Attachment C Acknowledgement	N/A	N/A	N/A	N/A			N/A
Millwork							
Lower Cabinets with Hardware	Included	Included	Included	Included			Included
Upper Cabinets with Hardware & Locks on all doors per RFI #	Included	Included	Included	Included			Included
Plastic Laminate Finish	Included	Included	Included	Included			Included
Plastic Laminate Countertops	Included	Included	Included	Included			Included
Plastic Laminate Backsplash	Included	Included	Included	Included			Included
Enlarged Floor Plans - A-410	Included	Included	Included	Included			Included
Casework details per A-570	Included	Included	Included	Included			Included
Include the back panel fastening per 2/A-570	Included	Included	Included	Included			Included
Include the Cont 2-1/2"x2-1/2" x 16 ga bent sheet metal angle anchorage - 6/A-570	Included	Included	Included	Included			Included
Typical Classroom per 1/A-410	Included	Included	Included	Included			Included
Casework & Counters	Included	Included	Included	Included			Included
Rms - 101, 102, 103, 104	Included	Included	Included	Included			Included
Rms - 201, 202, 203, 204, 207	Included	Included	Included	Included			Included
Typical Science Classroom per 2/A-410	Included	Included	Included	Included			Included
Casework & Counters	Included	Included	Included	Included			Included
Rms - 107, 109	Included	Included	Included	Included			Included
Performing Arts Lab per 3/A-410	Included	Included	Included	Included			Included
Casework & Counters	Included	Included	Included	Included			Included
Rms - 208	Included	Included	Included	Included			Included
Locker Room Benches	Included	w/ Lockers	w/ Lockers	w/ Lockers			w/ Lockers
FRP Panels							
	Excluded	Excluded	Excluded	Excluded			Excluded
TOTALS	47,900	36,107	42,290	34,161			35,270
Recommendation:	Amount						
Dennis Reeves Inc.	34,161						

Bid Evaluation Report



Waterproofing

Marshall Classroom Building

Subcontractors

Description	Systems WP	Proulx	Santa Barbara Surfacing	Letner	Job Number	1641
					Patriot Contracting	Paul Wolff
					Date Printed	6/7/2017
					Bid Date	7/27/2017
Base Bid	See below	See below	See below	See below	83,560	Incomplete
Spec #: 07 1326 - Self Adhering Sheet Waterproofing	Included	Included	Included	Included	Included	Included
Spec #: 07 8400 - Fire Stop and Smoke Seals	w/ Insulation	w/ Insulation	w/ Insulation	w/ Insulation	w/ Insulation	w/ Insulation
Spec #: 07 9200 - Joint Sealants	Included	Included	Included	Included	Included	Included
Bond Rate (if required)	Included	Included	Bond @ 1.8%	Bond @ 1.5%	Bond @ 1%	Included
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included	Included	Included	Included
Plans and Specs Dated: 1/28/2016 & 10/4/2016	Included	Included	Included	Included	Included	Included
Acknowledgment of RFI's 1-75 dated 6.5.17	Included	Included	Included	Included	Included	Included
Bid Good for 60 Days	Included	90 days	90 days	60 days	60 days	Included
Prevailing Wage	Included	Included	Included	Included	Included	Included
Prequalified per Oxnard School District Standards	N/A	N/A	N/A	N/A	N/A	N/A
Attachment C Acknowledgement	N/A	N/A	N/A	N/A	N/A	N/A
Waterproofing						
Waterproofing at elevator pit 12/A-561	4,100	2,300	8,300	3,510	Included	No Bid
Sheet Waterproofing behind Pit walls	Included	Included	Included	Bituthene 4000	Included	-----
1" drainage board & sheet waterproofing at walls	Included	Included	Included	Included 230 sf	Included	-----
Waterproofing under elev pit SOG (no specs) use bentonite, Grace PrePrufe300R or equal	Included	Included	Included	Included	Included	-----
Elastomeric waterproofing on top of pit slab (no spec) - use crystalline product	1,500	2,500	5,400	2,500	Included	-----
Waterproofing at elevator pit penetrations 8/A-561	Included	Included	Included	Included	Included	-----
Waterproofing of foundation wall at planter areas against the bldg C-300	14,030	18,240	Included	15,000	Included	-----
Waterproofing inside exterior Planters - total of 4 planters 6/S-401	Included	Included 1,920 sf	Included	Included	Included	-----
Waterproofing under topping slabs at 2nd floor decks - 6&7/A-510	18,000	20,000	22,600	20,000	Included	-----
Use 07 1326, self adhering waterproofing OR	Included	Included	Included	Included	Included	-----
Use 60-90mil liquid applied waterproofing w/ 1/8" asphaltic board or drainage mat protection course	Included	Included	Included	Included	Included	-----
Safety walk and progressive cleanup	3,480	3,480	3,480	3,480	3,480	-----
Traffic Coatings						
Per Pre-Bid RFI#4	20,560	22,330	27,050	29,860	Included	No Bid
Installed over 2nd floor exterior deck - 6 & 7/A-510	Included	Included	Included	Included	Included	-----
Installed over exterior stairs and landings - not shown	Excluded	Excluded	Excluded	Excluded	Excluded	-----
Product to be Poly-I-Gard 246SF by Polycoat Products OR	Included	Included 2,552 sf	Included	Excluded	Included	-----

Bid Evaluation Report



Waterproofing

Marshall Classroom Building

Subcontractors

Description	Subcontractors				Contracting	Paul Wolff
	Systems WP	Proulx	Santa Barbara Surfacing	Lethner		
Product to be Gaco Western, GW-15-U62	Excluded 2,680	Excluded 2,680	Excluded 3,850	Included 2,680	Included 2,680	Included 1,750
Interior Concrete Sealed Floors						
Interior concrete floors shown on Finish Sch A-612 marked F1	Included	Included	Included	Included	Included	Included 676 sf
No Spec Provided OR see 03300,2.1,G	Included 9,816	Included 9,816	Included 9,816	Included 9,816	Included 9,816	Augaseal W-20 No Bid
Caulking & Sealants						
Per Schedule in Specs	Included	Included	Included	Included	Included	-----
Windows, Doors, Walls, As Shown	Included (10,530)	Included (10,500)	Included (10,500)	Included (10,500)	Included (10,500)	-----
SIT.3						
TOTALS	63,636	70,846	69,996	76,346	89,036	0
Recommendation:	Amount					
Systems WP	63,636					



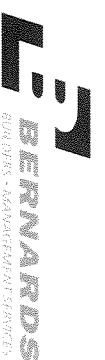
Bid Evaluation Report

Insulation

Job Number **1641**
 Bid Date **6/7/2017**
 Date Printed **7/27/2017**

Description	Subcontractors				Roberts Firestop
	DJ Insulation	Viking Insulation	Alcal	TruTeam/Masco	
Base Bid	26,800	36,892	30,527	26,895	See below
Spec #: 07 2100 - Thermal Insulation	Included	Included	Included	Included	N/A
Spec #: 07 8400 - Fire Stop and Smoke Seals	No Bid	No Bid	No Bid	No Bid	Included
Bond Rate (if required)					
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included	Included	Included
Plans and Specs Dated: 1/28/2016 & 10/4/2016	Included	Included	Included	Included	Included
Acknowledgment of RFIs 1-75 dated 6.5.17	Included	Included	Included	Included	Included
Bid Good for 60 Days	60 Days	Included	30 days	60 days	Included
Prevailing Wage	Included	Included	Included	Included	Included
Prequalified per Oxnard School District Standards	N/A	N/A	N/A	N/A	N/A
Attachment C Acknowledgement	N/A	N/A	N/A	N/A	N/A
Thermal and Blanket Insulation					
Interior, Exterior Walls, Ceilings, Roof	Included	Included	Included	Included	No Bid
R19 & 8" Batts at Int & Ext Walls	Included	Included	Included	Included	-----
R30 at Roof (Not shown)	See below	See below	See below	See below	-----
Walls to Receive Insulation per Wall Types A-620	Included	Included	Included	Included	-----
Wall type A - min 3" sound insulation	Included	Included	Included	Included	-----
Wall type B - double stud walls min 3" sound insulation	Included	Included	Included	Included	-----
Wall type C - min 3" sound insulation	Included	Included	Included	Included	-----
Wall type D - min 3" sound insulation	Included	Included	Included	Included	-----
Wall type E1 - min 3-1/2" foil-faced glass fiber batts	????	Included	Included	Included	-----
Wall type F - Batt insulation	Included	Included	Included	Included	-----
Wall type G - Batt insulation	Included	Included	Included	Included	-----
Wall type H - min 3" sound insulation	Included	Included	Included	Included	-----
Wall type I - min 3" sound insulation	Included	Included	Included	Included	-----
Wall type K - double stud walls Int. Acoustic wall - fiberglass batt insulation	Included	Included	Included	Included	-----
Wall type N - none shown	-----	-----	-----	-----	-----
Wall type O - batt insulation	Included	Included	Included	Included	-----
Rigid Insulation at PVC roofing	w/ Roofing	Included	Included	Included	-----
Rigid Insulation at Standing Seam roofing	Excluded	Included	Included	Included	-----
R-30 insulation at underside of standing seam roofing	7,500	Included	Included	4,965	-----
Fire Stops and Smoke Seals					
Mineral fiber insulation fire safing, damming material, clips and closures	17,324	17,324	17,324	17,324	17,324
Seal openings in floors, fire rated walls & penetrations	Included	Included	Included	Included	Included
At pipes, ducts, conduits & other items shown	Included	Included	Included	Included	Included

Bid Evaluation Report



Insulation

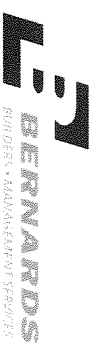
Marshall Classroom Building

Subcontractors

Job Number	1641
Bid Date	6/7/2017
Date Printed	7/27/2017

Description	Subcontractors				Alcal	TruTeam/Masco	Roberts Firestop	
	DJ Insulation	Viking Insulation	Alcal	TruTeam/Masco				
MFR - Bio Fireshield, 3M, GE or Nelson	Included	Included	Included	Included		Included	Included	
Sealants, firestop putty, mortar, pillows, mineral fiber saifing	Included	Included	Included	Included		Included	Included	
TOTALS	51,624	54,216	47,851	49,184		0	0	
Recommendation:	Amount							
Alcal	47,851							

Bid Evaluation Report

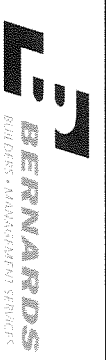


Sheet Metal & Metal Panels

Marshall Classroom Building

Subcontractors

Description	R&J SM	Letter	Commercial Roofing	Merit Metal Products	Job Number	
					Patriot Contracting	Valencia Sheet Metal
					Date Printed	7/27/2017
					Bid Date	6/7/2017
Base Bid	See below	167,950	See below	See below	189,170	1641
Spec #: 07 4000 - Metal Roof Panels	Included	Included	Included	Included	Included	Included
Spec #: 07 6000 - Flashing Sheet Metal	Included	Included	Included	Included	Included	Included
Bond Rate (if required)	Bond @ 2.5%	Bond @ 1.5%	Bond @ 1%	Bond @ 1%	Bond @ 1%	Bond @ 2%
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included	Included	Included	Included
Plans and Specs Dated: 1/28/2016 & 10/4/2016	Included	Included	Included	Included	Included	Included
Acknowledgment of RFI's 1-75 dated 6.5.17	Included	Included	Included	Included	Included	Included
Bid Good for 60 Days	30 Days	90 days	60 days	60 days	60 days	30 days
Prevailing Wage	Included	Included	Included	Included	Included	Included
Prequalified per Oxnard School District Standards	N/A	N/A	N/A	N/A	N/A	N/A
Attachment C Acknowledgement	N/A	N/A	N/A	N/A	N/A	N/A
Sheet Metal	56,198	Included	No Bid	8,600	Included	Included
Exterior Elevations A-210, A-211; Building Sections A-310, 311, 320, 321, 322	Included	Included	-----	40,000	Included	40,000
Roof Plan A-131	Included	Included	-----	Included	Included	Included
Flexible Flashing and Underlayment	Included	Included	-----	Included	Included	Included
Underlayment Single-ply self adhesive Waterproofing membrane per 09 2200.2.02.K	Included	Included	-----	Included	Included	Included
MFR - WR Grace, Jiffy-Seal or equal	Included	Included	-----	Included	Included	Included
Include membrane behind joints & backing at items exposed to weather, under metal copings & flashings & window jambs & sills per spec	Included	Included	-----	Included	Included	Included
Roof Details Sheet A-500:	Included	Included	-----	Included	Included	Included
Parapet Coping w/ cont cleat both sides - 22 Ga - 2/A-500	Included	Included	-----	Included	Included	Included
Flashing at mechanical unit curbs - 4/A-500 Not clearly shown	Included	Included	-----	Included	Included	Included
Roof penetration at Ducts flashing - 5/A-500	Included	Included	-----	Included	Included	Included
Flash at Pipes penetrations - 6/A-500	Included	Included	-----	Included	Included	Included
Flash at Exhaust duct - 9/A-500	Included	Included	-----	Included	Included	Included
Flash at roof access hatch - 10/A-500	Included	Included	-----	Included	Included	Included
Flash at fascias - 5/A-501	Included	Included	-----	Included	Included	Included
Flash at upper roof exterior soffits - 6/A-501	Included	Excluded	-----	Included	Included	Included
Flash at roof opening details 7/A-501, 20 ga cont cleat	Included	Included	-----	Included	Included	Included
Cap sloped on cement plaster beam 22 ga gsm w/ cont cleats both sides 10/A-510	Included	Included	-----	Included	Included	Included
Door & Window Sill/Head Flashings - 1.2/A-5120	Included	Included	-----	Included	Included	Included
Door head flashing - 10-12/A-520	Included	Included	-----	Included	Included	Included
Metal Corner trims at jambs of Sectional Garage doors - 12/A-521	Included	Included	-----	Included	Included	Included
Balcony Flashing at 2nd Floor deck guardrail - 15/A-560	Included	Included	-----	Included	Included	Included
Roof to plaster conditions	Included	Included	-----	6,400	Included	9,010
Gutters & Downspouts - None Shown	Included	Included	-----	Included	Included	Included



Sheet Metal & Metal Panels

Marshall Classroom Building

Job Number	1641
Bid Date	6/7/2017
Date Printed	7/27/2017
Patriot Contracting	Valencia Sheet Metal

Description	Subcontractors					Job Number	Date Printed	Patriot Contracting	Valencia Sheet Metal
	R&J SM	Letner	Commercial Roofing	Merit Metal Products					
Galvanized, Rectangular Shaped, from flat roofs, not shown	10,000	10,000	-----	10,000		10,000	10,000		
Connects to storm drains systems, not shown	Included	Included	-----	Included		Included	Included		
Roof Drains are internal pipes by plumber	Included	Included	-----	Included		Included	Included		
Mechanical Equipment pad covers - None Shown	N/A	N/A	-----	N/A		N/A	N/A		
Work at Outside Storage Unit per 07 6000 1.01B.9	N/A	N/A	-----	N/A		N/A	N/A		
Roof Hatch	7,122	Included	No Bid	Included		Included	Included		
Roof Plan A-131, Keynote 07.08 Roof Access Hatch 108.12/A-500, 30"x42" min size	Included	Included	-----	Included		Included	Included		
MFR - Acudor, Bilco, Dur-Red, Milcor - Not Listed	Included	Included	-----	Included		Included	Included		
Prefab Curb by MFR	Included	Included	-----	Included		Included	Included		
Installed in Electrical Room 206	Included	Included	-----	Included		Included	Included		
Metal Roofing	159,537	Included	202,181	84,000		Included	Included		
Roof Plan A-131, Keynote 07.25 Standing Seam Metal Roof 10/A-501	Included	Included	Included	Included		Included	Included		
Typical Standing Mtl roof detail 10/A-5010	Included	Included	Included	Included		Included	Included		
MFR AEP Span, SpanLok	Included	Included	Included	Alt Prod: Metal Sales		Included	Included		Alt Prod: Metal Sales
Per Specs call for 20 ga. / All bids are calling for 22 ga., so 22ga is basis of bid	Included	Incl 24ga	Included	Included		Included	Included		Included
30#lb felt underlayment over roof plywood(by others)	Included	Included	Included	Included		Included	Included		Included
Standing seam roof panels fastened w/ 1-1/2" pancake head screws	Included	Included	Included	Included		Included	Included		Included
Flash standing seam at Fascia - 5/A-501	Included	Included	Included	Included		Included	Included		Included
Flash Fascia 2 at standing seam 9/A-501	Included	Included	Included	Included		Included	Included		Included
Gutters & Downspouts - None Shown - at low side of standing seam roofs	Included	Not shown	Included	Not shown		Not shown	Not shown		Not shown
Downspouts to be sch40 pipe & galv downspouts to flat roofs	Included	Included	Included	Included		Included	Included		Included
Waste Disposal	3,400	3,400	3,400	3,400		3,400	3,400		3,400
Provide Alternate Add if not in base bid	-----	14,000	Included	8,500		15,000	9,000		
Wall Louvers									
As listed /shown on Mechanical	w/ HVAC	w/ HVAC	w/ HVAC	w/ HVAC		w/ HVAC	w/ HVAC		w/ HVAC
	Metal Roof	Metal Roof	Metal Roof Only	Alt Metal Roof		Metal Roof	Alt Metal Roof		Alt Metal Roof
	SM	SM	No SM	SM		SM	SM		SM
TOTALS	236,257	195,350	205,581	160,900		217,570	175,290		
Recommendation:	Amount								
Merit Metal Products	160,900								

Bid Evaluation Report



Sheet Metal & Metal Panels

Marshall Classroom Building

Subcontractors

Job Number 1641
 Bid Date 6/7/2017
 Date Printed 7/27/2017

Description	Craig Roofing	Chapman Coast			
Base Bid	See below	0			
Spec #: 07 4000 - Metal Roof Panels	Included	SM only			
Bond Rate (if required)	Included	w/roofing bid			
	Bond @ 2.5%				
Furnished, Installed, FOB jobsite, Tax Included	Included				
Plans and Specs Dated: 1/28/2016 & 10/4/2016	Included				
Acknowledgment of RFI's 1-75 dated 6.5.17	Included				
Bid Good for 60 Days	30 Days				
Prevailing Wage	Included				
Prequalified per Oxnard School District Standards	N/A				
Attachment C Acknowledgement	N/A				
Sheet Metal					
Exterior Elevations A-210, A-211; Building Sections A-310, 311, 320, 321, 322	Included	9,550			
Roof Plan A-131	Included				
Flexible Flashing and Underlayment	Included				
Underlayment Single-ply self adhesive Waterproofing membrane per 09 2200.2.02.K	Included				
MFR - WR Grace, Jiffy-Seal or equal	Included				
Include membrane behind joints & backing at items exposed to weather, under metal copings & flashings & window jambs & sills per spec	Included				
Roof Details Sheet A-500:	Included				
Parapet Coping w/ cont cleat both sides - 22 Ga - 2/A-500	Included				
Flashing at mechanical unit curbs - 4/A-500 Not clearly shown	Included				
Roof penetration at Ducts Flashing - 5/A-500	Included				
Flash at Pipes penetrations - 6/A-500	Included				
Flash at Exhaust duct - 9/A-500	Included				
Flash at roof access hatch - 10/A-500	Included				
Flash at fascias - 5/A-501	Included				
Flash at upper roof exterior soffits - 6/A-501	Included				
Flash at roof opening details 7/A-501, 20 ga cont cleat	Included				
Cap sloped on cement plaster beam 22 ga gsm w/ cont cleats both sides 10/A-510	Included				
Door & Window Sill/Head Flashings - 1.2/A-5120	Included				
Door head flashing - 10-12/A-520	Included				
Metal Corner trims at jambs of Sectional Garage doors - 12/A-521	Included				
Balcony Flashing at 2nd Floor deck guardrail - 15/A-560	Included				
Roof to plaster conditions	9,000				
Gutters & Downspouts - None Shown	Included				

Bid Evaluation Report



Sheet Metal & Metal Panels

Marshall Classroom Building

Subcontractors

Job Number 1641
 Bid Date 6/7/2017
 Date Printed 7/27/2017

Description	Craig Roofing	Chapman Coast				
Galvanized, Rectangular Shaped, from flat roofs, not shown	10,000					
Connects to storm drains systems, not shown	Included					
Roof Drains are internal pipes by plumber	Included					
Mechanical Equipment pad covers - None Shown	N/A					
Work at Outside Storage Unit per 07 6000 I.01B.9	N/A					
Roof Hatch	Included					
Roof Plan A-131, Keynote 07.08 Roof Access Hatch	Included					
10&12/A-500, 30"x42" min size	Included					
MFR - Acudor, Blico, Dur-Red, Millicor - Not Listed	Included					
Prefab Curb by MFR	Included					
Installed in Electrical Room 206	Included					
Metal Roofing	218,820					
Roof Plan A-131, Keynote 07.25 Standing Seam Metal Roof 10/A-501	Included					
Typical Standing Mt roof detail 10/A-5010	Included					
MFR AEP Span, SpanLok	Included					
Per Specs call for 20 ga. / All bids are calling for 22 ga., so 22ga is basis of bid	Included					
30#lb felt underlayment over roof plywood(by others)	Included					
Standing seam roof panels fastened w/ 1-1/2" pancake head screws	Included					
Flash standing seam at Fascia - 5/A-501	Included					
Flash Fascia 2 at standing seam 9/A-501	Included					
Gutters & Downspouts - None Shown - at low side of standing seam roofs	Included					
Downspouts to be sch40 pipe & galv downspouts to flat roofs	Included					
Waste Disposal	-----					
Provide Alternate Add if not in base bid						
Wall Louvers	0					
As listed /shown on Mechanical	w/ HVAC Metal Roof SM	No Metal Roof SM Only				
TOTALS	275,928	0	0	0	0	0
Recommendation:	Amount					
Merit Metal Products	160,900					

Bid Evaluation Report



Roofing

Marshall Classroom Building

Subcontractors

Description	Best Contracting	Chapman Coast	Commercial Roofing	Craig Roofing	Letner Roofing	WSP Roofing	Job Number	1641	
							Bid Date	6/7/2017	
							Date Printed	7/27/2017	
Base Bid	124,725	153,939	145,717	199,708	211,750	129,179			
Spec #: 07 5416 - Polyvinyl Chloride (PVC) Roofing (Mechanically Attached)	Included	Included	Included	Included	Included	Included			
Bond Rate (if required)									
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included	Included	Included	Included			
Plans and Specs Dated: 1/28/2016 & 10/4/2016	Bond @ 1%	Bond @ 1.5%	Bond @ 1.5%	Bond @ 1.5%	Bond @ 1.5%	Bond @ 1.5%			
Acknowledgment of RFI's 1-75 dated 6.5.17	Included	Included	Included	Included	Included	Included			
Bid Good for 60 Days	30 days	60 Days	60 Days	45 days	60 Days	Included			
Prevailing Wage	Included	Included	Included	Included	Included	Included			
Prequalified per Oxnard School District Standards	N/A	N/A	N/A	N/A	N/A	N/A			
Polyvinyl-Chloride (PVC) Roofing	Included	Included	Included	Included	Included	Included			
Roof Plan A-131, Keynote 07.01 Single-Ply Roof Assembly see 1/A-500	Included	Included	Included	Included	Included	Included			
MFR - Sika Sarnafil, Johns Manville, Carlisle or Equal	Sarnafil	Carlisle	Sarnafil	Included	Included	Included			
BOD Sarnafil S327 FB, thermoplastic membrane w/ poly reinforcement & feltback membrane	Included	Included	Included	Included	Included	Included			
Single Ply Roofing System 60 mill without fleece backing, color to be White	Included 7,000 sf	Included 6,600sf	Included	Included	Included	Included 7,000sf			
Fully Adhered	Included	Included	Included	Included	Included	Included			
Mechanically Fastened	Included	Included	Included	Included	Included	Included			
R-30 Rigid Isoocyanurate foam Insulation w/ black mat facers	Included	Included	Included	Included	Included	Included			
Tapered crickets w/ Insulation	Included	Included	Included	Included	Included	Included			
1/2" DensDeck Coverboard at Roof	Included	Included	Included	Included	Included	Included			
Include all attachment components & flashing materials	Included	Included	Included	Included	Included	Included			
Include misc flashing at pipes, corners coverstrips, termination bars	Included	Included	Included	Included	Included	Included			
Include all sealants	Included	Included	Included	Included	Included	Included			
Safety walk and progressive cleanup	4,640	4,640	4,640	4,640	4,640	4,640			
Walk Pads - Per Roofing Plans	Included	Included	Included	Included	Included	Included			
Polyester reinforced, 0.096 inch weldable membrane w/ surface embossment per spec 2.07.A	Included	Included	Included	Included	Included	Included			
Parapet walls to be plaster	Included	Included	Included	Included	Included	Included			
Waste disposal	4,250	4,250	4,250	4,250	4,250	4,250			
Warranty to be 10-yr NDL Material & Labor warranty	Included	Included	Included	Included	Included	Included			
ARC.9	(4,800)	(4,500)	(4,500)	(4,500)	(4,500)	(4,500)			
ARC.17	(10,280)	(10,000)	(10,000)	(10,000)	(10,000)	(10,000)			
TOTALS	118,535	148,329	140,107	194,098	206,140	123,569			
Recommendation:	Amount								

Bid Evaluation Report



Roofing		Marshall Classroom Building			Job Number	1641
		Subcontractors			Bid Date	6/7/2017
Description	Best Contracting	Chapman Coast	Commercial Roofing	Craig Roofing	Date Printed	7/27/2017
Best Contracting	118,535				Letner Roofing	WSP Roofing

Bid Evaluation Report

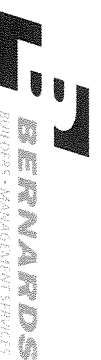
Doors, Frames & Hardware

Marshall Classroom Building

Subcontractors

Description	Construction Hardware	Design Hardware	RK&G Construction	Star Hardware	Estrada Hardware	Job Number	1641
						Bid Date	6/7/2017
						Date Printed	7/27/2017
Base Bid	99,420	113,689	132,696	102,265	115,060		
Spec #: 08 1113 - Hollow Metal Doors and Frames	Included	Included	Included	Included	Included		
Spec #: 08 1416 - Flush Wood Doors	Included	Included	Included	Included	Included		
Spec #: 08 3116 - Access Panels & Frames	Included	Included	Included	Included	Included		
Spec #: 08 3613 - Sectional Doors	Included	Included	Included	Included	Included		
Spec #: 08 7100 - Door Hardware	Included	Included	Included	Included	Included		
Bond Rate (if required)	Bond @1.5%	Bond @1.5%	Bond @2.5%				
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included	Included	Included		
Plans and Specs Dated: 1/28/2016 & 10/4/2016	Included	Included	Included	Included	Included		
Acknowledgment of RFI's 1-75 dated 6.5.17	Included	Included	Included	Included	Included		
Bid Good for 60 Days	60 Days	60 Days	30 days	Included	Included		
Prevailing Wage	Included	Included	Included	Included	Included		
Prequalified per Oxnard School District Standards	N/A	N/A	N/A	N/A	N/A		
Attachment C Acknowledgement	N/A	N/A	N/A	N/A	N/A		
Hollow Metal Doors and Frames							
MFR per Specs	Included	Included	Included	Included	Included		
Frame Details - A-520	Included	Included	Included	Included	Included		
New Classroom Building - 1st & 2nd fl	Included	Included	Included	Included	Included		
HM Frames ()	Included	Included	Included	Included	Included		
Type A	Included	Included	Included	Included	Included		
Type B	Included	Included	Included	Included	Included		
Type C	w/ Spec Drs	w/ Spec Drs	w/ Spec Drs	w/ Spec Drs	w/ Spec Drs		
Type D, Marker Board Sliding Door Schedule	Included	Included	Included	Included	Included		
Type E - w/ Louver	Included	Included	Included	Included	Included		
HM Doors (30)	Included	Included	Included	Included	Included		
Wood Doors (3)	Included	Included	Included	Included	Included		
Install HM Doors	Included	Included	Included	Included	Included		
Install HM Frames	Included	8,500	8,500	8,500	6,350		
Install Wood Doors	Included	Included	Included	Included	Included		
Glass for Vision Lites & Windows	3,375	3,750	3,750	3,750	3,375		
Door Hardware							
Hardware per Schedule in Specs	Included	Included	Included	Included	Included		
Safety walk and progressive cleanup	2,320	2,320	2,320	2,320	2,320		
Door Thresholds	Included	Included	Included	Included	Included		
Misc. Door Hardware - Site Gates							
Storefront Doors - None Shown	Included	Included	Included	Included	Included		
Panic Hardware at Gates - per Accessibility Site Plan - G-004	Included	Included	Included	Included	Included		
Hardware at existing Gates per Gate Schedule, G-004	Included	Included	Included	Included	Included		

Bid Evaluation Report



Doors, Frames & Hardware

Marshall Classroom Building

Subcontractors

Description	Construction Hardware	Design Hardware	RK&G Construction	Star Hardware	Job Number		
					1641		
						Bid Date	6/7/2017
						Date Printed	7/27/2017
Door G, 520A & 520B - Exit only panic hdwr on push side, key lock on pull side	3,475	5,250	5,250	5,250	3,475		
Doors 5-1, 5-2, 5-6, 514A: Exit only panic hdwr on push side, key lock side	4,690	4,690	4,690	4,690	4,690		
ARC:26	(3,170)	(3,000)	(3,000)	(3,000)	(3,000)		
TOTALS	110,110	135,199	154,206	123,775	132,270		0
Recommendation:	Amount						
Construction Hardware	110,110						

Bid Evaluation Report



Glass & Glazing

Marshall Classroom Building

Subcontractors

Santa Barbara Glass

Center Glass

Coast to Coast

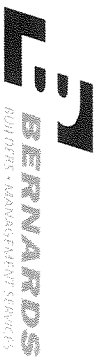
Job Number **1641**
 Bid Date **6/7/2017**
 Date Printed **7/27/2017**

Description	Santa Barbara Glass	Center Glass	Coast to Coast			
Base Bid	79,908	86,300				
Spec #: 08 5113 - Aluminum Windows	Included	Included				
Spec #: 08 7100 - Door Hardware	N/A	N/A				
Spec #: 08 8000 - Glazing	Included	Included				
Bond Rate (if required)						
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included				
Plans and Specs Dated: 1/28/2016 & 10/4/2016	Included	Included				
Acknowledgment of RFIs 1-75 dated 6.5.17	Included	Included				
Bid Good for 60 Days	Included	30 days				
Prevailing Wage	Included	Included				
Prequalified per Oxnard School District Standards	N/A	N/A				
Aluminum Windows	Included	Included				
Double and Single Hung Windows	Included	Included				
Acceptable Manufacturers for Aluminum Windows	Included	Included				
Efco Series 684 & 694	Included	Series 2700				
Traco TR-9000	Included	Excluded				
Graham Series 3000/3100	Included	Excluded				
Peerless Model 4340 & 4140	Included	Included				
New Classroom Bldg - A-111, A-112	Included	Included				
Type A - 5' x 2'-1"	Included	Included				
Type B - 3' x 6'	Included	Included				
Type C - 5' x 6'	Included	Included				
Type D - 5' x 6'	Included	Included				
Type E - 3' x 8'	Included	Included				
Type F - 5' x 8'	Included	Included				
Type G - 5' x 6'	Included	Included				
Type H - 5' x 6'	Included	Included				
Type I - 3' x 6'	Included	Included				
Sealing and Caulking for All Window/Door Systems per Arch Details	3,775	3,775				
Glazing	Included	Included				
Glass for Vision Lites & Windows	3,750	Included				
Include SG - Safety Glazing as Indicated on Window Schedule A-610, per spec 08800	Included	Included				
Include OB - Obscured Glazing as Indicated on Window Schedule A-610, per spec 08800	Included	Included				
Other						
Field Testing for Water Penetration AAMA E1105, assume 6 ea	4,500	4,500				
Mock-Up	1,250	1,250				
ARC.1	24,998	25,000				
ARC.22	(4,094)	(4,000)				
TOTALS	114,087	116,825	0	0	0	0

Bid Evaluation Report



Glass & Glazing	Marshall Classroom Building			Job Number	1641
				Bid Date	6/7/2017
	Subcontractors			Date Printed	7/27/2017
Description				Santa Barbara Glass	Center Glass
	Amount				
Recommendation:	Santa Barbara Glass			114,087	



Bid Evaluation Report

Plaster & Drywall

Marshall Classroom Building

Description	Subcontractors				Perlite Plastering	Pacific Interiors
	Best Interiors	Standard Drywall	Church and Larsen	Premier Drywall		
Base Bid	See Below	See Below	See Below	Drywall Only	Plaster Only	Dywall Only
Spec #: 07 8400 - Fire Stop and Smoke Seals	Included	Included	Included	N/A	N/A	N/A
Spec #: 07 9200 - Joint Sealants	Included	Included	Included	N/A	N/A	N/A
Spec #: 09 2200 - Cement Plastering	Included	Included	Included	N/A	Included	N/A
Spec #: 09 2900 - Gypsum Board	Included	Included	Included	Included	N/A	Included
Spec #: 078400, 083100, 072500	Included	Included	Included	N/A	N/A	N/A
Bond Rate (if required)						
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included	Included	Included	Included
Plans and Specs Dated: 1/28/2016 & 10/4/2016	Included	Included	Included	Included	Included	Included
Acknowledgment of RFIs 1-75 dated 6.5.17	Included	Included	Included	Included	Included	Included
Bid Good for 60 Days	30 Days	30 Dyas	30 Dyas	90 Dyas	30 Dyas	Included
Prevailing Wage	Included	Included	Included	Included	Included	Included
Prequalified per Oxnard School District Standards	N/A	N/A	N/A	N/A	N/A	N/A
Attachment C Acknowledgement	N/A	N/A	N/A	N/A	N/A	N/A
Plaster	436,210	428,681	289,224	334,700	334,700	334,700
Exterior Elevations A-210, A-211; Building Sections A-310, 311, 320, 321, 322	Included	Included	Included		Included	
Keystone 09.11-Portland Cement Plaster and Metal Lath, per wall types	Included	Included	Included		Included	
Texture - Dash Bond Coat 09 2200,3.06,G	Included	Included	Included		Included	
Exterior Plaster Ceilings and Soffits per typ det 11/A-501	Included	Included	Included		Included	
Exterior Plaster at parapets 2/A-500	Included	Included	Included		Included	
Interior Plaster per specs, Include if any shown on drawings	Included	Included	Included		Included	
Foam Trim Pieces at Windows if shown to be foam	Included	Included	Included		Included	
Water resistant backing behind metal lath - 09 2200,2.01,E	Included	Included	Included		Included	
Paper Grade D, 60--min rating on wood studs without sheathing, and on plywood sheathing	Included	Included	Included		Included	
Paper Grade B, 16--hour rating on gypsum sheathing	Included	Included	Included		Included	
MFR - Fortifiber, Super Jumbo Tex,USG, Inryco or Western Metal Lath	Included	Included	Included		Included	
2-Layers Grade D Kraft Paper	Included	Included	Included		Included	
3-Coat System	Included	Included	Included		Included	
Glass Fiber Reinforcement	Included	Included	Included		Included	
Lath & Paper	Included	Included	Included		Included	
Ribbed Lath at Plaster Ceilings & Soffits	Included	Included	Included		Included	
Stronghold earthquake staples for metal lath at plaster ceilings & soffits 11/A-501, 16/A-502	Included	Included	Included		Included	
Expansion/Control Joints 9/A-510	Included	Included	Included		Included	
Plaster Trim	Included	Included	Included		Included	

Bid Evaluation Report



Plaster & Drywall	Marshall Classroom Building				Job Number	1641
	Subcontractors				Bid Date	6/7/2017
Description	Best Interiors	Standard Drywall	Church and Larsen	Premier Drywall	Date Printed	7/27/2017
					Perlite Plastering	Pacific Interiors
Vent & Weep Screeds - 15/A-560	Included	Included	Included		Included	
Corner Bead - 13/A-510	Included	Included	Included		Included	
Ceiling expansion joints - 15/A-510	Included	Included	Included		Included	
Plaster Stops - 5/A-501	Included	Included	Included		Included	
Underlayment Single-ply self adhesive Waterproofing membrane per 09 2200.2.02.K	70,000	62,686	70,000	70,000	70,000	70,000
MFR - WR Grace, Jiffy-Seal or equal	Included	Included	Included		Included	
Include membrane behind joints & backing at items exposed to weather, under metal copings & flashings & window jambs & sills per spec	Included	Included	Included		Included	
Provide vertical Control Joint at each side of the double windows, full ht. south, west and east elevation. Provide horizontal CJ at the bottom of the upper window (aff. +17'-6") to line-up with window sill. Reference details 5 & 9/A-510 (RFI #14)	Included	Included	Included		Included	
All roof parapet walls (interior) and mechanical wall walls to have plaster finish, typical. Ref. detail 2/A-500. (RFI #15)	Included	Included	Included		Included	
Safety walk and progressive cleanup	11,600	11,600	11,600		11,600	
Patching, Taping, Floating as Required	Included	Included	Included		Included	
All Required Caulking and Sealants at Penetrations	Included	Included	Included		Included	
Scaffolding for Own Work	90 Days	107,323	Included		Included	
Trade Damage - Plaster (40 Hours)	5,400	5,400	5,400	5,400	5,400	5,400
Drywall						
Drywall per Wall Types Sheet - A-620	203,565	233,312	196,876	278,790	233,555	233,555
This wall job is drywall over wood, no metal studs	Included	Included	Included	Included	Included	Included
Wall type A - 1 layer ea side	Included	Included	Included	Included	Included	Included
Wall type B - double stud walls 1 layer ea side	Included	Included	Included	Included	Included	Included
Wall type C - shear wall 1 layer ea side	Included	Included	Included	Included	Included	Included
Wall type D - 1-hr wall 1 layer ea side	Included	Included	Included	Included	Included	Included
Wall type E1 - 1-hr wall 1 layer ea side	Included	Included	Included	Included	Included	Included
Wall type F - 1 layer ea side	Included	Included	Included	Included	Included	Included
Wall type G - ext wall (plywood ea side by others) 1 layer on int, plaster over plywood ext	Included	Included	Included	Included	Included	Included
Wall type H - 2 layers ea side	Included	Included	Included	Included	Included	Included
Wall type I - 2 layers ea side (over plywood ea side by others)	Included	Included	Included	Included	Included	Included
Wall type K - acoustic wall double wood wall, 1 layer ea side, not on int side of double wall	Included	Included	Included	Included	Included	Included
Wall type N - int furred wall, 1 layer on one side	Included	Included	Included	Included	Included	Included

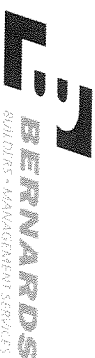
Bid Evaluation Report

Plaster & Drywall

Marshall Classroom Building

Description	Subcontractors				Perlite Plastering	Pacific Interiors
	Best Interiors	Standard Drywall	Church and Larsen	Premier Drywall		
	Job Number Bid Date	Date Printed	1641 6/7/2017	7/27/2017		
Wall type O - ext wall (plywood ea side by others) 1 layer on int, plaster over plywood ext	Included	Included	Included	Included		Included
Drywall Ceilings per Reflected Ceiling Plans A-121 to A-122	Included	Included	Included	Included		Included
See sections on sheets A-321-322 for ceiling info	Included	Included	Included	Included		Included
This ceiling job is drywall over wood, there a few areas there is metal framed ceilings?	Included	Included	Included	Included		Included
Finish Schedule A-612, ACT-1 in Classrooms as listed	Included	Included	Included	Included		Included
Impact resistant gypsum board below 10'-0" per Note 2 on Finish Legend A-612	5,000	5,000	Included	5,000		5,000
5/8" Drywall Horizontal & Vertical surfaces	Included	Included	Included	Included		Included
Cement Backerboard at Restroom Walls	Included	Included	Included	Included		Included
Level 1-5 Finish at Locations per Specifications Based on Paint or Wall Finish spec 09 2900.3.04.A	Level 4&2	Level 4	Level 4	Included		Included
Metal trims, joint treatments & finishing of walls ready for paint	Included	Included	Included	Included		Included
Texture & skim coats where indicated	Included	Included	Included	Included		Included
Clean-up	Included	Included	Included	Included		Included
Fire Resistant Sealants at Head and Base of Walls	Included	Included	Included	Included		Included
Acoustic Sealants as Shown and Spec'd	Included	Included	Included	Included		Included
Installation of HM Door Frames Supplied by Others	w/ DFH	w/ DFH	w/ DFH	w/ DFH		w/ DFH
Supply and Install of Access Panels 12x12	3,000	3,000	3,000	3,000		3,000
Installation of FEC Supplied by Others	1,350	1,350	1,350	1,350		1,350
Install drywall at elevator door frames after they are installed (by others)	1,500	1,500	1,500	1,500		1,500
Install ceiling at elevator room, not shown	1,000	1,000	1,000	1,000		1,000
Drywall Pickup	Included	Included	Included	Included		Included
Hoisting for Own Work	Included	Included	Included	Included		Included
Scraping and Disposal	6,375	6,375	6,375	6,375		6,375
Trade Damage - Drywall (80 Hours)	10,800	10,800	10,800	10,800		10,800
Fire Stops and Smoke Seals						
Mineral fiber insulation fire safing, damming material, clips and closures	7,551	7,551	7,551	7,551		7,551
Seal openings in floors, fire rated walls & penetrations	Included	Included	Included	Included		Included
At pipes, ducts, conduits & other items shown	Included	Included	Included	Included		Included
MFR - Bio Fireshield, 3M, GE or Nelson	Included	Included	Included	Included		Included
Sealants, firestop putty, mortar, pillows, mineral fiber safing	Included	Included	Included	Included		Included
ARC.1	9,250	9,250	9,025	9,250		9,250
ARC.17	(10,000)	(10,000)	(10,300)	(10,000)		(10,000)

Bid Evaluation Report



Plaster & Drywall

Marshall Classroom Building

Description	Subcontractors				Job Number	1641
	Best Interiors	Standard Drywall	Church and Larsen	Premier Drywall	Bid Date	6/7/2017
ARC:20	(70,000)	(62,682)	(70,000)	(70,000)	Date Printed	7/27/2017
ARC:20	5,000	5,000	4,945	5,000	Perlite Plastering	Pacific Interiors
					(70,000)	(70,000)
					5,000	5,000
TOTALS	697,601	827,146	538,346	659,716	621,081	653,005
Recommendation:	Amount					
Church and Larsen	538,346					

Bid Evaluation Report



Title

Marshall Classroom Building

Job Number **1641**

Bid Date **6/7/2017**

Date Printed **7/27/2017**

Description

Subcontractors

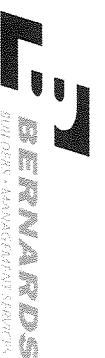
Stonerock Tile

J. Colavin & Son

Silverado Tile

Base Bid	99,325	110,210	91,500	0		
Spec #: 09 3013 - Ceramic Tiling	Included	Included	Included			
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included			
Plans and Specs Dated: 1/28/2016 & 10/4/2016	Included	Included	Included			
Acknowledgment of RFIs 1-75 dated 6.5.17	Included	Included	Included			
Bid Good for 60 Days	30 Days	90 Days	90 Days			
Prevailing Wage	Included	Included	Included			
Prequalified per Oxnard School District Standards	N/A	N/A	N/A			
Attachment C Acknowledgement	N/A	N/A	N/A			
Title	Included	Included	Included			
Finish Schedule A-612:	Included	Included	Included			
F3-Non-slip Ceramic Tile	Included	Included	Included			
B2-Coved Ceramic Tile Base	Included	Included	Included			
W1-Ceramic Tile Walls	Included	Included	Included			
MFR - Dal-Tile	Included	Included	Included			
DalTile Keystone 1"x1" Mosaic - Floors	Included	Included	Included			
DalTile Semi Gloss 6"x6" - Walls	Included	Included	Included			
Marble Thresholds	1,500	1,500	1,500			
Setting beds - Mortar and thinset	Included	Included	Included			
GROUT - Standard, Polymer modified, or Epoxy Grout - not spelled out in spec	Std grout	Std grout	Std grout			
Add for epoxy grout	Not provided	Not provided	Add: \$7,650			
Grout Sealer	4,085	Included	Included			
Waterproofing Membrane at depression - 283/A-510	Included	Included	Included			
Waterproofing type, 6 are listed in specs, 093013.9.2.1 2.6, which one do you have in your bid?	RedGuard	Included	RedGuard			
Wall Tile on 5/8" Cementitious Backer Board (by others) - 283/A-510	By Others	By Others	By Others			
Install per CTI Method W244, thinset method	Included	Included	Included			
Floor Tile on depressed concrete slab (by others) - 283/A-510	By Others	By Others	By Others			
Install per CTI Method F114, mudset/mortaset method	Included	Included	Included			
Locations:	Included	Included	Included			
Boys Toilet rm 110, 210	Included	Included	Included			
Boys Changing rm 111	Included	Included	Included			
Girls Toilet rms 113, 212	Included	Included	Included			
Girls Changing rm 114	Included	Included	Included			
Staff Toilet rms 112, 211	Included	Included	Included			

Bid Evaluation Report



Title

Marshall Classroom Building

Job Number

1641

Bid Date

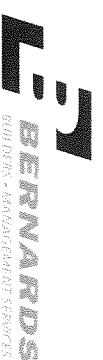
6/7/2017

Date Printed

7/27/2017

Description	Subcontractors			Amount
	Stonerock Tile	J. Colavin & Son	Silverado Tile	
Interior Elevations A-224	Included	Included	Included	
8' Ht Tile Mainscot (RFI # 24)	Included	Included	Included	
Safety walk and progressive cleanup	2,320	2,320	2,320	
Include Tile Behind Lockers, Provide Alternate Deduct to Remove	Included	Included	Included	
ARC:7	(21,500)	(21,500)	(21,670)	
ARC:16	(6,000)	(6,000)	(6,240)	
ARC:18	(16,000)	(16,000)	(16,290)	
TOTALS	63,730	70,530	51,120	0
Recommendation:	Amount			
Silverado Tile	51,120			

Bid Evaluation Report



Acoustical Ceilings

Marshall Classroom Building

Description	Subcontractors				Job Number	1641
	Alert Insulation	Standard Drywall	Commercial Interiors	CG Chaney	Bid Date	6/7/2017
					Date Printed	7/27/2017
					Prime Acoustics	Hamilton Ceiling Systems
Base Bid	41,500	53,030	42,490	35,775	36,000	43,700
Spec #: 09 5123 - Acoustical Tile Ceilings	Included	Included	Included	Included	Included	Included
Spec #: 09 8434 - Acoustical Wall Panels (from RFI #7)					Included	
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included	Included	Included	Included
Plans and Specs Dated: 1/28/2016 & 10/4/2016	Included	Included	Included	Included	Included	Included
Acknowledgment of RFI's 1-75 dated 6.5.17	Included	Included	Included	Included	Included	Included
Bid Good for 60 Days	30 Days	30 Days	30 Days	Included	Included	Included
Prevailing Wage	Included	Included	Included	Included	Included	Included
Prequalified per Oxnard School District Standards	N/A	N/A	N/A	N/A	N/A	N/A
Attachment C Acknowledgement	N/A	N/A	N/A	N/A	N/A	N/A
Acoustical Panel Ceilings						
Reflected Ceiling Plans A-121 to A-122	Included	Included	Included	Included	Included	Included
Finish Schedule A-612, ACT-1 in Classrooms as listed	Included	Included	Included	Included	Included	Included
MFR - Armstrong, CertainTeed or USG	USG	Included	Included	USG	CertainTeed	CertainTeed
Armstrong Fine Fissured, White, No Pattern, 3/4" Thick 24"x48"	Included	Included	Included	Included	Included	Included
Grid - Prelude XL 15/16" Exposed Tee by Armstrong	DXL 26	Included	Included	Included	Included	Included
ACT Details per A-540	Included	Included	Included	Included	Included	Included
Include vertical struts, wall molding,space/stabilizer bars, hanger wire & attachment devices	Included	Included	Included	Included	Included	Included
Include Compression struts per 2/A-540	Included	Included	Included	Included	Included	Included
Read and abide by all Notes on sheet	Included	Included	Included	Included	Included	Included
Safety walk and progressive cleanup	2,320	2,320	2,320	2,320	2,320	2,320
Include extra hanger wires for lighting fixtures, hvac registers & diffusers	600	600	600	600	Included	Included
ACT Panel w/ "L" moulding on face of soffit at ceiling ht change per 2/A-501	Included	Included	Included	Included	Included	Included
Acoustical Wall Panels						
Spec provided in RFI#7 - Acoustical Wall Panels 09 8434	34,660	34,660	34,660	34,660	24,400	34,660
AWP Type 1, Keynote 10.54					Included	
MFR - Guilford FR-701 screen fabric, pattern 2100, 1" Thickness, 16.0+/ly weight					Included	
Tackable Wall Panels					10,000	
Finish Schedule A-612:					Included	

Bid Evaluation Report

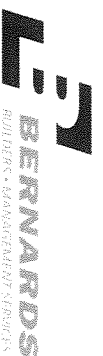


Acoustical Ceilings

Marshall Classroom Building

Description	Alert Insulation	Subcontractors			Prime Acoustics	Hamilton Ceiling Systems
		Standard Drywall	Commercial Interiors	CG Chaney		
W5-Tackboard panel over gypsum board, Keynote 10.50					Included	
Color (not listed) provide per MFR standard color palette					Included	
Acoustical panels to be semi-rigid inorganic glass fiber material by Owens Corning, Johns Manville, Knauf or equal					Included	
Thickness of panels per Sound absorption coefficient requirement per tabulated values 09 8434,1.03,D					Included	
Provide cutouts in panels for plates, receptacles, outlets, switches, tstats, clocks, lights, etc.					Included	
Include all mounting hardware, concealed types, individually removable					Included	
See the Typical Room Layouts for Learning Labs, Science Classrooms & Performing Arts Lab - 1,2,3/A410					Included	
Interior elevations at classrooms A-220					Included	
Tackboard Floor to Ceiling see 3/A-530					Included	
Detail 3/A530 shows a 5/8" Corkboard cover with wall covering & alum edge piece 14 ga. Min entire perimeter					Included	
Installed directly over drywall walls					Included (24,400)	
ARC:5						
TOTALS	79,080	90,610	80,070	73,355	48,320	80,680
Recommendation:	Amount					
Prime Acoustics	48,320					

Bid Evaluation Report



Acoustical Ceilings

Marshall Classroom Building

Subcontractors

Description	Ceiling Experts	Call-USA	Nelson Adams Naco	Tech-Wall	Job Number	1641
					Bid Date	6/7/2017
					Date Printed	7/27/2017
Base Bid	65,000	39,982	AWP Only	AWP Only		
Spec #: 09 5123 - Acoustical Tile Ceilings	N/A	Included	N/A	N/A		
	Included	Included	Included	Included		
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included	Included		
Plans and Specs Dated: 1/28/2016 & 10/4/2016	Included	Included	Included	Included		
Acknowledgment of RFI's 1-75 dated 6.5.17	Included	Included	Included	Included		
Bid Good for 60 Days	Included	30 Days	Included	Included		
Prevailing Wage	Included	Included	Included	Included		
Prequalified per Oxnard School District Standards	N/A	N/A	N/A	N/A		
Attachment C Acknowledgement	N/A	N/A	N/A	N/A		
Acoustical Panel Ceilings						
Reflected Ceiling Plans A-121 to A-122	Included	Included				
	Included	Included				
Finish Schedule A-612, ACT-1 in Classrooms as listed	Included	Included				
MFR - Armstrong, CertainTeed or USG	Armstrong	CertainTeed				
Armstrong Fine Fissured, White, No Pattern, 3/4" Thick 24"x48"	Included	Included				
Grid - Prelude XL 15/16" Exposed Tee by Armstrong	Included	Included				
ACT Details per A-540	Included	Included				
Include vertical struts, wall molding,space/stabilizer bars, hanger wire & attachment devices	Included	Included				
Include Compression struts per 2/A-540	Included	Included				
Read and abide by all Notes on sheet	Included	Included				
Include extra hanger wires for lighting fixtures, hvac registers & diffusers	600	600				
ACT Panel w/ "L" moulding on face of soffit at ceiling ht change per 2/A-501	Included	Included				
0						
Acoustical Wall Panels						
Spec provided in RFI#7 - Acoustical Wall Panels 09 8434	85,000	56,448	16,736	25,084		
AWP Type 1, Keynote 10.54	Included	Included	Included	Included		
MFR - Guilford FR-701 screen fabric, pattern 2100, 1" Thickness, 16.0+ /ly weight	Included	Included	9,000	Included		
Tackable Wall Panels	10,000	10,000	10,000	9,576		
Finish Schedule A-612:	Included	Included	Included	Included		

Bid Evaluation Report



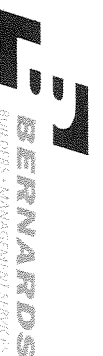
Acoustical Ceilings

Marshall Classroom Building

Subcontractors

Description	Ceiling Experts	Call-USA	Subcontractors		Tech-Wall	Job Number	1641	
			Nelson Adams Naco			Bid Date	6/7/2017	
						Date Printed	7/27/2017	
W5-Tackboard panel over gypsum board, Keynote 10.50	Included	Included	Included	Included	Included			
Color (not listed) provide per MFR standard color palette	Included	Included	Included	Included	Included			
Acoustical panels to be semi-rigid inorganic glass fiber material by Owens Corning, Johns Manville, Knauf or equal	Included	Included	Included	Included	Included			
Thickness of panels per Sound absorption coefficient requirement per tabulated values 09 8434,1.03,D	Included	Included	Included	Included	Included			
Provide cutouts in panels for plates, receptacles, outlets, switches, tstats, clocks, lights, etc.	Included	Included	Included	Included	Included			
Include all mounting hardware, concealed types, individually removable	Included	Included	Included	Included	Included			
See the Typical Room Layouts for Learning Labs, Science Classrooms & Performing Arts Lab - 1,2,3/A410	Included	Included	Included	Included	Included			
Interior elevations at classrooms A-220	Included	Included	Included	Included	Included			
Tackboard Floor to Ceiling see 3/A-530	Included	Included	Included	Included	Included			
Detail 3/A530 shows a 5/8" Corkboard cover with wall covering & alum edge piece 14 ga. Min entire perimeter	Included	Included	Included	Included	Included			
Installed directly over drywall walls	Included	Included	Included	Included	Included			
ARC.5								
TOTALS	160,600	107,030	35,736	34,660	0	0	0	
			AWP Only	AWP Only				
Recommendation:	Amount							
Prime Acoustics	48,320							

Bid Evaluation Report



Carpet & Resilient Flooring

Marshall Classroom Building

Subcontractors

Job Number **1641**
 Bid Date **6/7/2017**
 Date Printed **7/27/2017**

Description	Subcontractors				Job Number	Bid Date	Date Printed
	Reliable Flooring	JJJ Flooring	Floor Tech America	Continental Flooring			
Base Bid	59,951	64,560	76,887	65,126			
Spec #: 09 6513 - Rubber Base	Included	Included	Included	Included			
Spec #: 09 6519 - Resilient Tile Flooring	Included	Included	Included	Included			
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included	Included			
Plans and Specs Dated: 1/28/2016 & 10/4/2016	Included	Included	Included	Included			
Acknowledgment of RFIs 1-75 dated 6.5.17	Included	Included	Included	Included			
Bid Good for 60 Days	30 Days	Included	Included	Included			
Prevailing Wage	Included	Included	Included	Included			
Prequalified per Oxnard School District Standards	N/A	N/A	N/A	N/A			
Attachment C Acknowledgement	N/A	N/A	N/A	N/A			
Flooring							
Minor Floor Prep	Included	Included	Included	Included			
Testing for PH and Moisture	Included	Included	Included	Included			
Remediation if Applicable	Included	Included	Included	Included			
Resilient Flooring and Rubber Base							
Finish Schedule A-612, F2-Linoleum Tile, B1-4" Vinyl Resilient Base	Included	Included	Included	Included			
MFR - Forbo, Marmoleum Composition Tile (MCT) 13"x13", 2mm thk, pattern & color by Architect	Included	Included	Included	Included			
Include all adhesives & sealants	Included	Included	Included	Included			
Heat-welding of seams with color-matched color rods	6,700	6,700	6,700	6,700			
Resilient Base - Rubber, Cove, 4", preformed inside & outside corners	Included	Included	Included	Included			
MRF - Burke/Mercer, Roppe/Pinnacle, Flexco or equal	Included	Included	Included	Included			
F2 at All Classrooms	Included	Included	Included	Included			
B1 at All Classrooms, storage, back of house rooms	Included	Included	Included	Included			
F2 MCT in Elevator Cab (not listed but include)	640	640	640	640			
Include cleaning of floors after installation per specs	Included	Included	Included	Included			
Safety walk and progressive cleanup	2,320	2,320	2,320	2,320			
Include initial maintenance "starter kit" from manufacturer and conducted (1st time) by flooring sub spec 3.08.B	Included	Included	Included	Included			
Include protection of floors after installation per specs	Included	Included	Included	Included			
TOTALS	69,611	74,220	86,547	74,786	0	0	
Recommendation:	Amount						
Reliable Flooring	69,611						

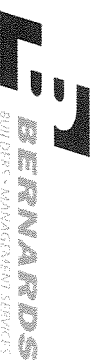
Bid Evaluation Report

Painting

Marshall Classroom Building

Description	Subcontractors				Job Number	Date Printed	Valley Painting
	Vanguard	Borbon Inc	Triumph Painting	Prime Painting			
Base Bid	53,100	102,000	155,800	185,000	0	0	
Spec #: 07 9200 - Joint Sealants	Included	Included	Included	Included			
Spec #: 09 9000 - Paints and Coatings	Included	Included	Included	Included			
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included	Included			
Plans and Specs Dated: 1/28/2016 & 10/4/2016	Included	Included	Included	Included			
Acknowledgment of RFI's 1-75 dated 6.5.17	Included	Included	Included	Included			
Bid Good for 60 Days	Included	Included	90 Days	Included			
Prevailing Wage	Included	Included	Included	Included			
Prequalified per Oxnard School District Standards	N/A	N/A	N/A	N/A			
Attachment C Acknowledgement	N/A	N/A	N/A	N/A			
Painting and Coating							
BOD - Dunn Edwards or Equal	Included	Included	Included	Included			
Colors TBD	Included	Included	Included	Included			
Finish Schedule A-612:	Included	Included	Included	Included			
F1-Sealed Concrete	w/ waterproofing	w/ waterproofing	w/ waterproofing	w/ waterproofing			
P1-Interior Semi-Gloss Paint	Included	Included	Included	Included			
P2-Interior Gloss Paint	Included	Included	Included	Included			
P3-Clear Sealant	Included	Included	Included	Included			
(3) Top Coats and (1) Coat Primer	Included	Included	Included	Included			
Exterior Plaster Walls & Soffits - 4 coats	Included	Included	Included	Included			
Interior Walls, Soffits and Ceilings, 4 coats	Included	Included	Included	Included			
Exterior & Interior HM Door Frames, 3 coats	Included	Included	Included	Included			
Exterior & Interior HM Doors, 3 coats	Included	Included	Included	Included			
Exterior & Interior Wood Doors, 4 coats	Included	Included	Included	Included			
All Exposed Steel to be Primed with Zinc Coating to Receive Paint (RFI #38)	Included	Included	Included	Included			
Paint Steel Stair Pans, Columns, Stringers, Guardrails and Handrails (RFI #38)	Included	Included	Included	Included			
All Exposed Metal on Roof to be Galvanized per Spec, No Paint Finish (RFI #47)	Included	Included	Included	Included			
Etching galvanized guardrails, handrails & stairs prior to painting	Included	Included	Included	Included			
Insulated and Exposed Pipes, Ducts, Conduit, Hangers, Brackets, Collars and Supports, Mechanical and Electrical Equipment	Included	Included	Included	Included			
Shop-Primed Items	Included	Included	Included	Included			
High Performance Coating at Ext. Hand and Guardrails	Not Included	Not Included	Not Included	Not Included			
Exterior Stairs Shop Primed and Painted	Included	Included	Included	Included			
HSS Steel at Ext. exposed Columns & Beams	Included	Included	Included	Included			
Cleanup of all your work	Included	Included	Included	Included			
Touch-Up Painting Allowance	5,092	5,092	5,092	5,092			

Bid Evaluation Report



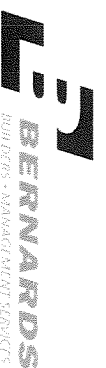
Painting

Marshall Classroom Building

Subcontractors

Description	Subcontractors				Job Number	1641
	Vanguard	Borbon Inc	Triumph Painting	Prime Painting	Date Printed	6/7/2017
Joint Sealant Work Allowance	2,500	2,500	2,500	2,500	7/27/2017	7/27/2017
Hedge	26,800					
ARC:1	2,000	2,000	2,000	2,000		
ARC:4	10,700	11,000	11,000	11,000		
ARC:5	3,000	3,000	3,000	3,000		
ARC:17	(1,000)	(1,000)	(1,000)	(1,000)		
TOTALS	102,192	124,592	178,392	207,592	0	0
Recommendation:	Amount					
Vanguard	102,192					

Bid Evaluation Report



Building Specialties

Marshall Classroom Building

Job Number 1641
 Bid Date 6/7/2017
 Date Printed 7/27/2017

Div	Description	Amount	Recommended Subcontractor	Bids Received
-----	-------------	--------	---------------------------	---------------

10 44 00	Fire Extinguishers & Specialties	3,045	BL Wilcox (\$3,045 Supplier)	3
-----------------	---	-------	------------------------------	---

	See sheet A-111 & A-112 for locations of FEC	Included	Inland Empire (\$5,300)	
--	--	----------	-------------------------	--

	1st fl Keynote 10.51 - Fire Extinguisher Cabinet	Included	John Pence (\$4,800)	
--	--	----------	----------------------	--

	Semi-Recessed, see 6&7/A-530			
--	------------------------------	--	--	--

	2nd fl Keynote 10.55 - Fire Extinguisher Cabinet	Included		
--	--	----------	--	--

	Semi-Recessed, see 6&7/A-530			
--	------------------------------	--	--	--

	1st Fl (8 ea)	Included		
--	---------------	----------	--	--

	2nd Fl (1 ea)	Included		
--	---------------	----------	--	--

	Provide rated cabinet at rated wall per note on 7/A-530	Included		
--	---	----------	--	--

	Semi Recessed FEC Max. Projection 4" (RFI #32)			
--	--	--	--	--

10 50 50	Lockers	46,600	Inland Empire	1
-----------------	----------------	--------	---------------	---

	Added Spec Section in RFI #9 - Section 10505 dated 5/23/2017	Included		
--	--	----------	--	--

	See Accessible Locker Calculations on sheet A-411, total of 8	Included		
--	---	----------	--	--

	MFR - DeBourgh Manufacturing Co. or equal	Included		
--	---	----------	--	--

	Interior Elevations A-224, see Keynotes	Included		
--	---	----------	--	--

	12.10 - 12"x12" triple stack locker, see 13/A-530	Included		
--	---	----------	--	--

	12.13 - Accessible locker, see 13/A-530	Included		
--	---	----------	--	--

	12.31 - 20"x48" Accessible Locker room bench (handwritten on bottom of keynotes legend)	Included		
--	---	----------	--	--

	1-Tier Lockers per detail 13/A-530 - None shown	Included		
--	---	----------	--	--

	2-Tier Lockers per detail 13/A-530 - None shown	Included		
--	---	----------	--	--

	3-Tier Lockers per 13/A-530	Included		
--	-----------------------------	----------	--	--

	At Boys Changing Room - 1/A-411, total of 32, 3-tier	Included		
--	--	----------	--	--

	Accessible at Boys Changing Room - 1/A-411, total of 1 ea	Included		
--	---	----------	--	--

	At Girls Changing Room - 1/A-411, total of 32, 3-tier	Included		
--	---	----------	--	--

	Accessible at Girls Changing Room - 1/A-411, total of 1 ea	Included		
--	--	----------	--	--

	Include Locker base at stud wall installation per 15/A-530	Included		
--	--	----------	--	--

	Coordinate blocking & backing w/ Framer	Included		
--	---	----------	--	--

	At concrete slab use anchor bolts per detail 3/8" dia 3" embedment	Included		
--	--	----------	--	--

	6" Upturned C/P concrete base w/ tooled radius at lockers - 14 & 15/A-530	w/ Concrete		
--	---	-------------	--	--

Bid Evaluation Report



Building Specialties

Marshall Classroom Building

Job Number **1641**
Bid Date **6/7/2017**
Date Printed **7/27/2017**

Div	Description	Amount	Recommended Subcontractor	Bids Received	
N/A	Misc Site Furnishings	0	Bernards		
	None Noted				
N/A	Misc Equipment (TV's)	6,000	Bernards		
	TV Wall Brackets - 1/A-531	Included			
	MFR not listed, size is 2'-5"X2'	Included			
	Furnished	by District			
	Installed	Included			
	Coordinate blocking & backing w/ framing sub	Included			
	TV's in Classrooms	by District			
	60" Flat Screen by District	by District			
	Final hook-up, connection to Teachers computer	by District			
	Total	55,645			

Bid Evaluation Report



Visual Display Boards

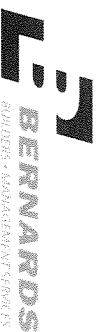
Marshall Classroom Building

Subcontractors

Job Number: 1641
 Bid Date: 6/7/2017
 Date Printed: 7/27/2017

Description	ABC School Equipment		Nelson Adams Naco Inc.					
Base Bid	275,308	208,582						
Spec #: 101101	Included	Included						
Spec #:								
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included						
Plans and Specs Dated: 1/28/2016 & 10/4/2016	Included	Included						
Acknowledgment of RFT's 1-75 dated 6.5.17	Included	Included						
Bid Good for 60 Days	60 Days	Included						
Prevailing Wage	Included	Included						
Pregualified per Oxnard School District Standards	N/A	N/A						
Attachment C Acknowledgement	N/A	N/A						
Visual Display Boards								
Finish Schedule A-612:	Included	Included						
W4 - Marker Board Panel over gypsum board	Included	Included						
Interior Elevations sheets A-220 to A-223	Included	Included						
Keynote 10.52-Markerboard Surface from floor to ceiling, Standard panel size 5'x10'	Included	Included						
Keynote 12.26 - 3'-2"x10' Sliding Marker Board, see 10/A-530	Included	Included						
Keynote 12.27 - (2) 2'-8"x10' Sliding Marker Boards, see 10/A-530	Included	Included						
MFR - MooreCo, Claridge or Polyvision or Equal	Platinum Visual	Nelson Adams Naco						
There is a Marker Board Sliding Door Schedule listing all the rooms to receive them on A-610	Included	Included						
Horizontal Sliding Unit Wall System Assembly per 10/A-530	Included	Included						
Furnished AND Installed	Included	Included						
First Floor Classrooms - total of 19 each	Included	Included						
Second Floor Classrooms - total of 23 each	Included	Included						
ARC.4	(60,500)	(60,223)						
TOTALS	214,808	148,359	0	0	0	0	0	0
Recommendation:	Amount	148,359						
Nelson Adams Naco Inc.	148,359							

Bid Evaluation Report



Signage

Marshall Classroom Building

Subcontractors

Description	AGS	John Pence Bldg Spec.	CA Signs	Braille Signs, INC	Job Number	1641
					Bid Date	6/7/2017
					Date Printed	7/27/2017
Base Bid	6,150	10,130	11,471	15,302	0	0
Spec #: 10 1400 - Signage	Included	Included	Included	Included		
Spec #:						
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included	Included		
Plans and Specs Dated: 1/28/2016 & 10/4/2016	Included	Included	Included	Included		
Acknowledgment of RFIs 1-75 dated 6.5.17	Included	Included	Included	Included		
Bid Good for 60 Days	Included	Included	Included	Included		
Prevailing Wage	Included	Included	Included	Included		
Prequalified per Oxnard School District Standards	N/A	N/A	N/A	N/A		
Attachment C Acknowledgement	N/A	N/A	N/A	N/A		
Signage	Included	Included	Included	Included		
Signage at Each Bldg per Floor Plans and Elevations	Included	Included	Included	Included		
Signage & Fire Extinguisher Plans - G-006	Included	Included	Included	Included		
Signage Details sheet - A-550	Included	Included	Included	Included		
Room Signs - 1/A-550	Included	Included	Included	Included		
Toilet room door signage - 3/A-550	Included	Included	Included	Included		
Fire Riser door signage - 5/A-550	200	Included	Included	Included		
Exit Signs - 6,7,8/A-550	Included	Included	Included	Included		
Typical Classroom I.S.A signage - 9/A-550	Included	Included	Included	Included		
Restroom Signs - Girls, Boys, Unisex, Staff - Wall & Door signage 3,11,13,14/A-550	Included	Included	Included	Included		
Fire Alarm Panel Control - 12/A550	Included	Included	Included	Included		
Electrical & Not an exit signage 15/A-550	Included	Included	Included	Included		
Maximum occupancy signage - 16/A550	Included	Included	Included	Included		
Stenciling on Rated Walls Signage - 19/A-550	w/ Drywall	w/ Drywall	w/ Drywall	w/ Drywall		
Warning sign - 20/A-550	300	Included	Included	Included		
Fire Extinguisher Signage - 6/A-530, G-006 (17 ea)	2,975	Included	2,975	Included		
Assistive Listening Signage	250	Included	Included	Included		
ADA Signage	Included	Included	Included	Included		
Ext. Aluminum Letters, or Painted Bldg # (No Callouts on Elevations)	750	750	750	750		
See Spec Section for several other signs as required	Included	Included	Included	Included		
Site Signage at Fire Lane shown on Site Plan A-101	w/ Striping	w/ Striping	w/ Striping	w/ Striping		
Site Signage at Re-Striped existing parking lot shown on A-102, 104, 105	w/ Striping	w/ Striping	w/ Striping	w/ Striping		
Temporary project signage	2,000	2,000	2,000	2,000		
TOTALS	12,625	12,880	17,196	18,302	0	0
Recommendation:	Amount					
AGS	12,625					

Bid Evaluation Report



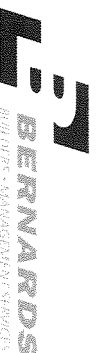
Toilet Compartments & Accessories

Marshall Classroom Building

Subcontractors

Description	Subcontractors				Job Number	Date Printed
	Inland Empire Arch	YTI Enterprises	John Pence Bldg Spec.	Stumbaugh		
Base Bid	31,400	23,200	30,700	34,192	1641	6/17/2017
Spec #: 10 2113.17 - Phenolic-Core Shower & Dressing Compartments	Included	Included	Included	Included		7/27/2017
Spec #: 10 2800 - Toilet Accessories	Included	Included	Included	Included		
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included	Included		
Plans and Specs Dated: 1/28/2016 & 10/4/2016	Included	Included	Included	Included		
Acknowledgment of RFIs 1-75 dated 6.5.17	Included	Included	Included	Included		
Bid Good for 60 Days	30 Days	Included	Included	Included		
Prevailing Wage	Included	Included	Included	Included		
Prequalified per Oxnard School District Standards	N/A	N/A	N/A	N/A		
Attachment C Acknowledgement	N/A	N/A	N/A	N/A		
Toilet Compartments	Included	Included	Included	Included		
Solid Phenolic MFR by Formica, Trespa, Pionite ore equal	Accutec	Included	Included	Included		
Galaxy hardware, Series 8033	Included	Included	Included	Included		
Fire Rated Class B for ASTM E84	Included	Included	Included	Included		
Overhead braced	Included	Included	Included	Included		
Accessible compartments	Included	Included	Included	Included		
Standard compartments	Included	Included	Included	Included		
Urinal Screens	Included	Included	Included	Included		
Vestibule Screens	Included	Included	Included	Included		
No colors selected, include standard color palette in your bid	Formica Sparkle	Formica or Wilsonart	Black	Standard Color		
Toilet Accessories	Included	Included	Included	Included		
MFR - Bobrick or approved equal	Included	Included	Included	Included		
Interior Elevations A-224, see Keynotes	Included	Included	Included	Included		
10.03 - Tactile room name & number signage 1/A-550	w/ Signage	w/ Signage	w/ Signage	w/ Signage		
10.03 - Toilet room door signage 3/A-550	w/ Signage	w/ Signage	w/ Signage	w/ Signage		
10.32 - Paper towel dispenser & Waste receptacle 1/A-535	Included	Included	Included	Included		
10.33 - Surface mounted soap dispenser 1/A-5353, B-2111	Included	Included	Included	Included		
10.34 - Multi-roll toilet tissue dispenser, semi recessed 1/A-5353, B-3888	Included	Included	Included	Included		
10.36 - Grab bar - 1, 8 & 10/A-5353, B-6806 series, length per drawing	Included	Included	Included	Included		
10.37 - Seat cover dispenser 1/A-5353, B-221	Included	Included	Included	Included		
10.39 - Mirror 18"x30" 1/A-5353, B-292	Included	Included	Included	Included		
10.41 - Accessible side toilet stall 11/A-5353	Included	Included	Included	Included		
Janitor Closet Accessories	Included	Included	Included	Included		

Bid Evaluation Report



Toilet Compartments & Accessories

Marshall Classroom Building

Subcontractors

Job Number 1641
 Bid Date 6/7/2017
 Date Printed 7/27/2017

Description	Subcontractors				Amount
	Inland Empire Arch	YTI Enterprises	John Pence Bldg Spec.	Stumbaugh	
Mop & Broom Holder (4 Holders) B-223 x 36"	Included	Included	Included	Included	
Not Keynoted, but listed in Spec Section:					
Hand Dryer, World Dryer Model XRA	4,200	4,200	4,200	Included	
Sanitary Napkin Disposal, Recessed B-353 or Partition Mounted B-354	Included	4,800	Included	Included	
Sanitary Napkin Dispenser, Recessed B-3706 25	1,000	1,000	1,000	1,000	
Keys at locked dispensing units, keyed alike	Included	Included	Included	Included	
Other Potential Items:					
Backpack Hooks in Rooms	Excluded	Excluded	Excluded	Excluded	
ARC.14	(4,200)	(4,200)	(4,200)	(4,200)	
TOTALS	32,400	29,000	31,700	30,992	0
Recommendation:					
YTI Enterprises	Amount 29,000				

Bid Evaluation Report



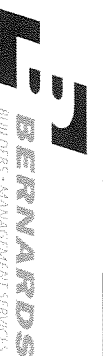
Window Coverings

Marshall Classroom Building

Subcontractors

Description	Subcontractors				Job Number Bid Date	Date Printed Shevard & Son & Sons
	A1 Quality Blinds	Digital Decora	Contract Décor	Diversified Window		
Base Bid	10,000	15,440	16,340	21,248	1641	6/7/2017
Spec #: 12 2413 - Roller Window Shades						7/27/2017
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included	Included	Included	
Plans and Specs Dated: 1/28/2016 & 10/4/2016	Included	Included	Included	Included	Included	
Acknowledgment of RFIs 1-75 dated 6.5.17	Included	Included	Included	Included	Included	
Bid Good for 60 Days	90 Days	Included	90 Days	90 Days	90 Days	
Prevailing Wage	Included	Included	Included	Included	Included	
Pregualified per Oxnard School District Standards	N/A	N/A	N/A	N/A	N/A	
Attachment C Acknowledgement	N/A	N/A	N/A	N/A	N/A	
Window Coverings	Included	Included	Included	Included	Included	
MFR - Levelor, HD, Spring	Included	Included	Included	Included	Included	
New Classroom Building	Included	Included	Included	Included	Included	
All Windows Interior and Exterior	Included	Included	Included	Included	Included	
Motor Operated (Where Shown)	Excluded	Excluded	Excluded	Excluded	Excluded	
MFR - ElectroShade by Mechoshade Systems or approved equal	Excluded	Excluded	Excluded	Excluded	Excluded	
Manual Operated at all windows	Included	Included	Included	Included	Included	
MFR - Mechno/5 by Mechoshade Systems or approved equal	Hunter Douglass	Lutron Contract	FlexShades	Included	Included	
Provide a complete operated system including fabric, mounting spline, end caps, fascia, filters, side channels, center channels, anchors and fasteners	Included	Included	Included	Included	Included	
Fabric "AV Blackout shade my Mechoshade or equal	Included	Included	Included	Included	Included	
TOTALS	10,000	15,440	16,340	21,248	27,860	0
Recommendation:	Amount					
A1 Quality Blinds	10,000					
Alternates						
RFI #25						
Alt #1: Manual Roller Shades at Larger Sectional Doors at Classrooms	9,000	12,628	20,820	Excluded	20,820	
Alt #2: ADD for Motorized Roller Shades at Larger Sectional Doors at Classrooms	13,500	37,552	41,930	Excluded	41,930	

Bid Evaluation Report



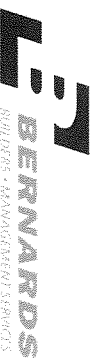
Final Cleaning

Marshall Classroom Building

Subcontractors

Description	Subcontractors			Job Number	1641
	AAA Express Janitorial	All-Pro Bidg Maintenance	Commercial Const Cleaning	Bid Date	6/7/2017
				Date Printed	7/27/2017
Base Bid	2,700	28,760	22,550		
Spec #: N/A	N/A	N/A	N/A		
Furnished, Installed, FOB jobsite, Tax Included	Included	Included	Included		
Plans and Specs Dated: 1/28/2016 & 10/4/2016	Included	Included	Included		
Acknowledgment of RFIs 1-75 dated 6.5.17	Included	Included	Included		
Bid Good for 60 Days	Included	Included	Included		
Prevailing Wage	Included	Included	Included		
Prequalified per Oxnard School District Standards	Included	N/A	N/A		
Attachment C Acknowledgement	Included	N/A	N/A		
Final Construction Cleaning					
Provide all safety equipment, hard hats, gloves, eye protection & vest	Included	Included	Included		
Include all cleaning tools, ladders, mops, brooms, towels, etc.	Included	Included	Included		
Clean elevator, inside & out	500	Included	Included		
Clean interior windows & mullions	Included	Included	Included		
Clean exterior windows	3,500	Included	Included		
Clean all cabinets, counter & millwork	Included	Included	Included		
Clean inside cabinets & drawers, shelves, bookcases	1,500	Included	Included		
Clean all door frames, hardware & kick-plates	Included	Included	Included		
Wipe clean baseboards	Included	Included	Included		
Wipe clean lights & T-bar ceiling (as required)	Included	Included	Included		
Vacuum all carpeted areas	Included	Included	Included		
Clean all air return grills	Included	Included	Included		
Clean all items attached to walls-FEC, MEP devices, signage marker bds, etc.	1,500	Included	Included		
Wipe, clean mech & elec rms equip, ductwork, conduit & piping	1,500	Included	Included		
Clean Boy's & Girl's restrooms & locker rooms	Included	Included	Included		
Clean plumbing fixtures, toilet part, sinks, mirrors, tops, toilets, lockers, etc.	2,500	Included	Included		
Clean tile floors & walls	2,500	Included	Included		
Sweep & mop all floors	Included	Included	Included		
Wax, 3-coat, all VCT floors	2,500	Included	Included		
Sweep & mop all exterior walkways, corridors, stairways & gurradrails	2,500	Included	Included		
Sweep & power wash ext bldg walks, sidewalk & hardscape	3,500	Included	3,500		

Bid Evaluation Report



Final Cleaning

Marshall Classroom Building

Subcontractors

Description	AAA Express Janitorial	All-Pro Bldg Maintenance	Commercial Const. Cleaning	Job Number	1641
					Bid Date
				Date Printed	7/27/2017
Prevailing Wage rates requirements	5,000	Included	Included		
T&M rate per employee			\$79.80/hr		
TOTALS	29,700	28,760	26,050	0	0
Recommendation:		Amount			
Commercial Const Cleaning		26,050			

Bid Evaluation Report



Elevators

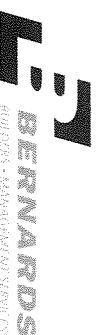
Marshall Classroom Building

Subcontractors

Job Number **1641**
 Bid Date **6/7/2017**
 Date Printed **7/27/2017**

Description	Kone, Inc.	Republic Elevator				
			Amount			
Base Bid	195,850	ALT: \$89,860				
Spec #: 14 2123 - Machine-Room-Less Electric Traction Passenger Elevators	Included	No Use Hydro				
Bond Rate	Bond at	Bond at				
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included				
Plans and Specs Dated: 1/28/2016 & 10/4/2016	Included	Included				
Acknowledgment of RFIs 1-75 dated 6.5.17	Included	Included				
Bid Good for 60 Days	30 Days	60 days				
Prevailing Wage	Included	Included				
Prequalified per Oxnard School District Standards	N/A	N/A				
Attachment C Acknowledgement	N/A	N/A				
Elevators						
Deferred Approval - Elevator Guide Rails, G-001	Included	Included				
MFR, BOD - Kone EcoSpace Gearless Traction Elevator	Included	Twin Jack, Holeless				
Hoist Beam, Guide Rails per specs	w/ Steel	w/ Steel				
Pit ladder 13/A-561, notes states by Elev Mfr	w/ Steel	w/ Steel				
Continuous plate PL 3/16"x3" cont across hoistway 5&7/A-561	w/ Steel	w/ Steel				
Bldg I - New Classroom Building	Included	Included				
Elevator No. 1: 3500#, 150ft/min, 2 Stops, 2 Openings per Specs	Included	Included				
Includes all info for Elevator Details shown on sheet A-561	Included	Included				
Cab Interior Finishes - brushed SS at walls, front & doors w/ alum tube rail, ceiling translucent panels, alum threshold, floor (by others)	Included	Included				
Metalworks Linear Faceted/Curved Ceiling system 8" panel per Note 9.03/G-006, see det 4/A-541 (no sheet A-541 provided)	Exclude/Qualify	Exclude/Qualify				
Make Connection Between Fire Alarm Relay and Elevator Controller	Included	Included				
Elevator Hostway Scaffolding	Included	Included				
Hoisting	Included	Included				
Textura invoice system	360	360				
ARC.10	(196,210)	89,860				
TOTALS	0	90,220	0	0	0	0
Recommendation:	Amount					
Republic Elevator	90,220					

Bid Evaluation Report



Fire Sprinklers

Marshall Classroom Building

Job Number 1641
 Bid Date 6/7/2017
 Date Printed 7/27/2017

Subcontractors

Description	Subcontractors		
	Apex Fire Protection	J.G. Tate Fire Protection	Superior Fire
Base Bid	276,600	123,456	126,266
Spec # : 21 1000 - Fire Protection	Included	Included	Included
License Designation C-16, Fire Protection Contractor	Included	Included	Included
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included
Plans and Specs Dated: 1/28/2016 & 10/4/2016	Included	Included	Included
Acknowledgment of RFIs 1-75 dated 6.5.17	Included	Included	Included
Bid Good for 60 Days	60 Days	30 Days	30 days
Prevailing Wage	Included	Included	Included
Prequalified per Oxnard School District Standards	No	Yes	Yes
Attachment C Acknowledgement	Included	Included	Included
Furnish & Install Fire Sprinkler System	Included	Included	Included
Building 1, Classroom Building per FP sheets - FP-001 to 005	Included	Included	Included
<i>Manufacturer - Tyco</i>	Included	Included	Included
Complete Wet Pipe Automatic Sprinkler System	Included	Included	Included
UL Approved Black Steel Piping, SCH 40 w/ Cast or Ductile Iron Screwed Fittings - 2" and Smaller	Included	Included	Included
UL Approved Black Steel Piping, SCH 40 w/ Rolled Grooved Ends, Grooved Fittings and Mechanical or Welded Outlets - 2.5" and Larger	Included	Included	Included
Complies with NFPA 13, 2013 ED., DSA, and Local AHJ Requirements	Included	Included	Included
POC from 6" AFF, 4x3 Flexible GRC	Included	Included	Included
3" Fire Riser at Bldg - 1/FP-002	Included	Included	Included
Connect 6" Underground Fire Department Connection	w/ Site Utilities	w/ Site Utilities	w/ Site Utilities
4" Double Detector Check Valve Backflow Preventer (1/FP-02)	w/ Site Utilities	w/ Site Utilities	w/ Site Utilities
Standard Upright, Pendant, Sidewall Sprinklers	Included	Included	Included
Concealed Heads in Finished Ceilings w/ Cover Plate	Included	Included	Included
Flush Sidewall Head in Soffits	Included	Included	Included
Brass or White Finish	Included	Included	Included
All Underground Piping as Required	w/ Site Utilities	w/ Site Utilities	w/ Site Utilities
Piping Distribution (Risers, Mains & Branch Lines)	Included	Included	Included
Upright Sprinkler Deflectors as Shown	Included	Included	Included
Provide Head Guards as Required	Included	Included	Included
Head Box w/ Spare Heads and Wrenches	Included	Included	Included
Install Ceiling Tiles w/ Sprinkler Heads in Panels Where Required (FP-03)	Included	Included	Included

Bid Evaluation Report



Fire Sprinklers

Marshall Classroom Building

Subcontractors

Job Number **1641**
 Bid Date **6/7/2017**
 Date Printed **7/27/2017**

Description	Subcontractors			TOTALS	RECOMMENDATION
	Apex Fire Protection	J.G. Tate Fire Protection	Superior Fire		
Install sprinklers in elevator shaft and elevator equipment, not shown	2,500	2,500	2,500		
All Seismic Bracing, Hangers, Embeds as Required	Included	Included	Included		
Sleeves as Required	Included	Included	Included		
Floor Blockouts, Coring, Saw Cutting as Required	Included	Included	Included		
All Gauges, Valves, Flow and Tamper Switches	Included	Included	Included		
Valve Seals, Tags, Safety Markers, and Charts	Included	Included	Included		
Electric Bell	Included	Included	Included		
Sound and Vibration Control	Included	10,000	Included		
Furnish Access Panels as Required	Included	Included	1,250		
Excavation and Backfill as Required	w/ Site Utilities	w/ Site Utilities	w/ Site Utilities		
Fire Caulking / Sleeves / Firestopping	Included	Included	1,250		
Permits / Plan Check / Inspections / Testing / Fees	1,000	1,000	1,000		
Hydrostatic Testing at 200 PSI for (2) Hours	Included	Included	Included		
Calculations / Engineered Plans / Shop Drawings	Included	Included	2,500		
BIM Coordination	5,000	5,000	5,000		
As-Builts and Record Documents	Included	Included	Included		
Hoisting of Own Material as Required	Included	Included	Included		
Schedule and Pay for State and Local Inspections	1,500	1,500	1,500		
TOTALS	286,600	143,456	151,266	0	0
Recommendation:	Amount				
J.G. Tate Fire Protection	143,456				

Bid Evaluation Report



Plumbing

Marshall Classroom Building

Subcontractors

Description	City Commercial	HPS Mechanical	Moe	Precision Plumbing-Mechanical	Job Number	
					Suttles Plumbing	1641
					Bid Date	6/7/2017
					Date Printed	7/27/2017
Base Bid	315,100	349,530	335,765	416,610	412,000	
Spec #: 22 0500 - Basic Materials and Methods	Included	Included	Included	Included	Included	
Spec #: 22 0553 - Identification	Included	Included	Included	Included	Included	
Spec #: 22 0700 - Insulation	Included	Included	Included	Included	Included	
Spec #: 22 0800 - Equipment and Systems Tests	Included	Included	Included	Included	Included	
Spec #: 22 1100 - Domestic and Industrial Water Systems	Included	Included	Included	Included	Included	
Spec #: 22 1300 - Drainage System	Included	Included	Included	Included	Included	
Spec #: 22 4000 - Plumbing Fixtures	Included	Included	Included	Included	Included	
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included	Included	Included	
Plans and Specs Dated: 1/28/2016 & 10/4/2016	Included	Included	Included	Included	Included	
Acknowledgment of RFI's 1-75 dated 6.5.17	Included	Included	Included	Included	Included	
Bid Good for 60 Days	30 Days	30 Days	60 Days	60 Days	90 Days	
Prevailing Wage	Included	Included	Included	Included	Included	
Prequalified per Oxnard School District Standards	Yes	Yes	No	Yes	Yes	
Attachment C Acknowledgement	Included	Included	Included	Included	Included	
Furnish & Install All Plumbing Fixtures w/ Associated Connections	Included	Included	Included	Included	Included	
Plumbing Fixtures	Included	Included	Included	Included	Included	
Water Closet, Floor-Mounted ADA (WC-1 & WC-2)	Included	Included	Included	Included	Included	
Lavatory w/ Manual Metering Faucet, Wall-Mounted ADA (L-1 & L-2)	Included	Included	Included	Included	Included	
Waterless Urinals (UR-1)	Included	Included	Included	Included	Included	
Classroom Sink w/ Manual Metering Faucet (S-1)	Included	Included	Included	Included	Included	
ADA Hilo Stainless Drinking Fountain (DF-1)	Included	Included	Included	Included	Included	
Service Sinks (SS-1)	Included	Included	Included	Included	Included	
Floor Drains (FD-1)	Included	Included	Included	Included	Included	
Hose Bibbs (HB-1)	Included	Included	Included	Included	Included	
Hose Bibbs on Landscape Drawings (RFI# 10)	2,000	2,000	2,000	2,000	2,000	
Trap Primers (TP-1)	Included	Included	Included	Included	Included	
Roof / Overflow Drains (RD-1 & OD-1)	Included	Included	Included	Included	Included	
Cleanouts	Included	Included	Included	Included	Included	
Gas Shut-Off Valves	Included	Included	Included	Included	Included	
Water Hammer Arrestors	Included	Included	Included	Included	Included	
All Fixtures Meet ADA	Included	Included	Included	Included	Included	
Commercial Grade Toilet Seats	Included	Included	Included	Included	Included	
Special Wrenches for Servicing	250	Included	Included	Included	Included	
Faucet Repair Kits	1,000	Included	Included	1,000	Included	
Furnish & Install All Plumbing Equipment w/ Associated Connections	Included	Included	Included	Included	Included	

Bid Evaluation Report



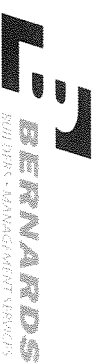
Plumbing

Marshall Classroom Building

Subcontractors

Description	City Commerical	HPS Mechanical	Moe	Precision Plumbing-Mechanical	Job Number		
					Suttles Plumbing	1641	
						Bid Date	6/7/2017
						Date Printed	7/27/2017
<i>Manufacturers per P-001</i>	Included	Included	Included	Included	Included		
Tankless Gas Water Heaters (WH-1 & WH-2)	Included	Included	Included	Included	Included		
Circulating Pump (CP-1)	Included	Included	Included	Included	Included		
Expansion Tanks (ET-1)	Included	Included	Included	Included	Included		
Furnish & Install All Plumbing Piping	Included	Included	Included	Included	Included		
Hot and Cold Water Piping	Included	Included	Included	Included	Included		
Copper Type L Lead-Free Piping	Included	Included	Included	Included	Included		
<i>Cross fittings stops and white primed wire supply</i>	Included	Included	Included	Included	Included		
<i>1 hour at all elevations</i>	Included	Included	Included	Included	Included		
Waste and Vent Piping	Included	Included	Included	Included	Included		
Cast-Iron, No Hub	Included	Included	Included	Included	Included		
Storm and Roof Drain Piping	Included	Included	Included	Included	Included		
Cast-Iron, No Hub	Included	Included	Included	Included	Included		
Gas Piping	Included	Included	Included	Included	Included		
Schedule 40 Steel	Included	Included	Included	Included	Included		
Condensate Piping, HVAC	Included	Included	Included	Included	Included		
Copper Type M, Lead-Free	Included	Included	Included	Included	Copper Type L		
Connect Sewer, Storm Drain and Domestic Water	Included	Included	Included	Included	Included		
Service 5' Out	Included	Included	Included	Included	Included		
Piping Insulation as Required	Included	Included	Included	Included	Included		
Temporary Water for Construction Use (Meter by Others)	13,400	13,400	13,400	13,400	13,400		13,400
Galvanize Flashings, Roof Jacks, Pipe Collars as Required	Included	Included	Included	Included	Included		Included
Sheet Metal Flashings for all Plumbing Penetrations	Included	Included	Included	Included	Included		7,500
BIM Coordination	10,000	17,500	10,000	10,000	10,000		10,000
Caulking and Sealants as Required	Included	Included	Included	Included	Included		2,500
Fire Caulking, Sleeves, Fire Stopping as Required	Included	Included	Included	Included	Included		Included
Drilling, Boring, Cutting, Notching as Required	Included	Included	Included	Included	Included		Included
Earthquake Shut-Off Valves	Included	Included	Included	Included	Included		Included
Supports, Anchors, Seismic Bracing as Required	Included	Included	Included	Included	Included		Included
Safety walk and progressive cleanup	4,642	4,642	4,642	4,642	4,642		Included
Vibration Isolation	Included	Included	Included	Included	Included		Included
Access Panels as Required, Furnish Only	Included	Included	Included	Included	Included		Included
All Related Trenching and Backfill to 90%	Included	Included	Included	Included	Included		Included
Flush, Chlorinate, Disinfect and Sterilize Domestic Water	Included	Included	Included	Included	Included		Included
Haul Off Spoils Generated by Own Work	2,470	10,000	2,925	2,925	Included		20,000
Provide and connect water line to construction trailer	3,350	3,350	3,350	3,350	3,350		3,350
Temporary tool/storage bins	1,400	1,400	1,400	1,400	1,400		1,400
Temporary Toilets	2,100	2,100	2,100	2,100	2,100		2,100

Bid Evaluation Report



Plumbing

Marshall Classroom Building

Subcontractors

Description	City Commerical	HPS Mechanical	Moe	Precision Plumbing-Mechanical	Suttles Plumbing	Job Number	1641
						Bid Date	6/7/2017
						Date Printed	7/27/2017
Temporary Handwash facilities	2,100	2,100	2,100	2,100	2,100		
ARC:27	(2,500)	(2,500)	(2,500)	(2,500)	(2,500)		
TOTALS	355,312	403,522	375,182	454,102	473,850		0
Recommendation:						Amount	
City Commerical						355,312	

Bid Evaluation Report



HVAC

Marshall Classroom Building

Subcontractors

Job Number **1641**
 Bid Date **6/7/2017**
 Date Printed **7/27/2017**

Description	Climate Control	J.R. Barto	Sheldon Mechanical	WR Robbins Co.
Base Bid	610,090	544,600	435,800	440,000
Spec #: 23 0000 - General Provisions	Included	Included	Included	Included
Spec #: 23 0513 - Electric Motors and Controllers	Included	Included	Included	Included
Spec #: 23 0548 - Vibration Isolation and Seismic Restraints	Included	Included	Included	Included
Spec #: 23 2500 - Water Treatment	Quality Exclude	Quality Exclude	Quality Exclude	Quality Exclude
Spec #: 23 3100 - Air Transmission and Distribution System	Included	Included	Included	Included
Spec #: 23 8000 - Air Conditioning and Air Handling Management	Included	Included	Included	Included
Spec #: 23 9000 - Building Management System	Included	Included	Included	Included
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included	Included
Plans and Specs Dated: 1/28/2016 & 10/4/2016	Included	Included	Included	Included
Acknowledgment of RFIs 1-75 dated 6.5.17	Included	Included	Included	Included
Bid Good for 60 Days	30 Days	30 Days	90 Days	60 Days
Prevailing Wage	Included	Included	Included	Included
Prequalified per Oxnard School District Standards	No	Yes	Yes	Yes (Chapman Air Systems, Inc.)
Attachment C Acknowledgement	Included	Included	Included	Included
Furnish & Install All HVAC Equipment				
Building Equipment	Included	Included	Included	Included
Roof-Mounted Package Units w/ Spring Isolators and Curb, AC1-AC12 - Carrier	Included	Included	Included	Included
Roof-Mounted, Exhaust Fans - Loren Cook	Included	Included	Included	Included
Ductless Split AC Units - Mitsubishi	Included	Included	Included	Included
Heating Ventilator Air Units - Reznor	Included	Included	Included	Included
Factory Curbs/ Install	Included	Included	Included	Included
Furnish & Install All Ductwork and Distribution				
Sheet Metal Lined Round Ducts	Included	Included	Included	Included
Sheet Metal Rectangular Ducts	Included	Included	Included	Included
Flexible Round Ducts	Included	Included	Included	Included
Building Distribution	Included	Included	Included	Included
Supply, Return and Exhaust Ductwork	Included	Included	Included	Included
Ceiling Supply/Return/Exhaust Diffusers	Included	Included	Included	Included
Supply/Return/Exhaust Air Side Grilles	Included	Included	Included	Included
Side Wall Mounted Transfer Grilles	Included	Included	Included	Included
Outdoor Exhaust Grilles	Included	Included	Included	Included
Fire/Smoke Dampers	Included	Included	Included	Included
90° Elbows at Ceiling Diffusers	Included	Included	Included	Included
Sound Boots as Required	Included	Included	Included	Included
Sheet Metal Louvers	Included	Included	3,800	Included

Bid Evaluation Report



HVAC

Marshall Classroom Building

Subcontractors

Job Number **1641**
 Bid Date **6/7/2017**
 Date Printed **7/27/2017**

Description	Climate Control				Mechanical			
	J.R. Barto	Sheldon	WR Robbins Co.		J.R. Barto	Sheldon	WR Robbins Co.	
Backdraft Dampers at Exhaust as Required	Included	Included	Included	Included	Included	Included	Included	
Condensate Drain Piping - 1/1M505	w/ Plumbing 10,050	w/ Plumbing 10,050	w/ Plumbing 10,050	w/ Plumbing 20,000				
22 ga galv hoods at roof ductwork per 4/M-510								
Furnish & Install HVAC Controls	Included	Included	Included	Included	Included	Included	Included	
Energy Management and Building Management Control Systems (DDC)	Included	Included	Included	Included	Included	Included	Included	
<i>MFR - Aleton</i>	Included	Included	Included	Included	Included	Included	Included	
Tie-In Controls w/ Current EMS Already Serving the Existing Campus (RFI #29)	Included	Included	Included	Included	Included	Included	Included	
All Low Voltage Wiring for Own Systems	Included	Included	Included	Included	Included	Included	Included	
All Duct Supports, Seismic Restraints, and Bracing as Required	Included	Included	Included	Included	Included	Included	Included	
HVAC Mounting - M.W. Sausse & Co, Vibrex VIC-EQ w/ Spring Mounts M-521	Included	Included	Included	Included	Included	Included	Included	
All Piping and Duct Insulation as Required	Included	Included	Included	Included	Included	Included	Included	
All Mechanical Piping as Shown on Plans	Included	Included	Included	Included	Included	Included	Included	
Sound and Vibration Control	Included	Included	Included	Included	Included	Included	Included	
Access Panels as Required - Furnish Only	Included	3,500	Included	Included	Included	Included	Included	
All Required Signage and Identification Labels	Included	Included	Included	Included	Included	Included	Included	
Splay Wires for HVAC Registers and Grilles as Required	w/ ACT	w/ ACT	w/ ACT	w/ ACT	w/ ACT	w/ ACT	w/ ACT	
Safety walk and progressive cleanup	6,218	6,218	6,218	6,218	6,218	6,218	6,218	
Construction Filters and Final Filters	Included	Included	Included	Included	Included	Included	Included	
All Sheet Metal Flashings as Required	Included	Included	Included	Included	Included	Included	Included	
Firestopping at Penetrations	Included	2,000	Included	Included	Included	Included	Included	
Testing and Balancing	Included	Included	Included	Included	Included	Included	Included	
Duct Pressure Testing	Quality Exclude	Quality Exclude	Quality Exclude	Quality Exclude	Quality Exclude	Quality Exclude	Quality Exclude	
Hoisting of Own Material as Required	Included	Included	Included	Included	Included	Included	Included	
BIM Coordination	6,700	6,700	6,700	6,700	6,700	6,700	6,700	
ARC.11	(56,000)	(56,000)	(56,500)	(56,000)	(56,000)	(56,000)	(56,000)	
ARC.24	(42,000)	(42,000)	(42,600)	(42,000)	(42,000)	(42,000)	(42,000)	
TOTALS	535,057	475,068	366,968	374,918	0	0	0	
Recommendation:	Amount							
Sheldon Mechanical	366,968							

Bid Evaluation Report



Electrical / Low Voltage

Marshall Classroom Building

Subcontractors

Description	Oilfield Electric	Reyes & Sons	Taft Electric	Venco	Job Number	
					Siemens	1641
					Date Printed	6/7/2017
					Date Printed	7/27/2017
Base Bid	1,241,580	1,075,100	989,000	1,020,000	Fire Alarm Only	
Division 26 - Electrical	Included	Included	Included	Included		
Spec #: 26 0126 - Inspection Test and Acceptance	Included	Included	Included	Included		
Spec #: 26 0500 - Common Work Results for Electrical	Included	Included	Included	Included		
Spec #: 26 0513 - Basic Electrical Materials and Methods	Included	Included	Included	Included		
Spec #: 26 0519 - Low-Voltage Wires (600 Volt AC)	Included	Included	Included	Included		
Spec #: 26 0526 - Grounding and Bonding	Included	Included	Included	Included		
Spec #: 26 0533 - Raceways and Boxes Fitting and Supports	Included	Included	Included	Included		
Spec #: 26 0586 - Motors and Drives	Included	Included	Included	Included		
Spec #: 26 0800 - Electrical Systems & Commissioning	Included	Included	Included	Included		
Spec #: 26 0923 - Lighting Control Systems	Included	Included	Included	Included		
Spec #: 26 1000 - Service Entrance	Included	Included	Included	Included		
Spec #: 26 2200 - Low Voltage Transformers	Included	Included	Included	Included		
Spec #: 26 2413 - Switchboards 1000	Included	Included	Included	Included		
Spec #: 26 2416 - Panelboards and Signal Terminal Cabinets	Included	Included	Included	Included		
Spec #: 26 2419 - Motor Control Devices	Included	Included	Included	Included		
Spec #: 26 5000 - Lighting	Included	Included	Included	Included		
Spec #: 26 5200 - Emergency Power Systems	Included	Included	Included	Included		
Spec #: 23 0513 - Electric Motors and Controllers	Included	Included	Included	Included		
Division 27 - Communications	Included	Included	Included	Included		
Spec #: 27 0126 - Test and Acceptance Requirements for Structured Cabling	Included	Included	Included	Included		
Spec #: 27 1013 - Structured Cabling	Included	Included	Included	Included		
Spec #: 27 4113 - Classroom Sound Enhancement System	Included	Included	Included	Included		
Spec #: 27 5116 - Public Address and Intercommunication Systems	Included	Included	Included	Included		
Spec #: 27 5313 - Clock and Program Systems	Included	Included	Included	Included		
Division 28 - Electronic Safety and Security	Included	Included	Included	Included		
Spec #: 28 1600 - Intrusion Detection System	Included	Included	Included	Included		
Spec #: 28 3100 - Fire Detection and Alarm System	Included	Included	Included	Included		
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included	Included	Included	Included
Plans and Specs Dated: 1/28/2016 & 10/4/2016	Included	Included	Included	Included	Included	Included
Acknowledgment of RFIs 1-75 dated 6.5.17	Included	Included	Included	Included	Included	Included
Bid Good for 60 Days	30 days	60 Days	60 Days	30 Days		60 Days

Bid Evaluation Report

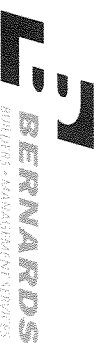
Electrical / Low Voltage

Marshall Classroom Building

Subcontractors

Description	Oilfield Electric		Reyes & Sons		Taft Electric		Venco		Siemens	
	Included	Yes	Included	Yes	Included	Yes	Included	Yes	Included	No
Prequalified per Oxnard School District Standards	Included	Yes	Included	Yes	Included	Yes	Included	Yes	Included	No
Attachment C Acknowledgement	Included		Included		Included		Included		Included	
Furnish & Install Building Electrical										
Main Gear and Panels	Included		Included		Included		Included		Included	
1200A WP Main Switch Board, 480Y/277V, 3 Phase, 4W Panel board ("MP"/E-030)	Included		Included		Included		Included		Included	
500KVA WP Site Transformer w/ Disconnect	Included		Included		Included		Included		Included	
Distribution Boards	Included		Included		Included		Included		Included	
Panel Boards	Included		Included		Included		Included		Included	
Lighting Control Panels and Lighting Control System	Included		Included		Included		Included		Included	
Circuit Breakers	Included		Included		Included		Included		Included	
Transformers	Included		Included		Included		Included		Included	
Ground Bus / Grounding Systems	Included		Included		Included		Included		Included	
Distribution, Conduit and Wiring	Included		Included		Included		Included		Included	
Copper Bussing and Wiring w/ Rigid Conduit	Included		Included		Included		Included		Included	
Feeders (RFI# 26)	Included		Included		Included		Included		Included	
Power Distribution	Included		Included		Included		Included		Included	
Conduits & Raceways	Included		Included		Included		Included		Included	
Lighting Switches, Conduit and Wiring	Included		Included		Included		Included		Included	
Cable Trays	Included		Included		None Shown		None Shown		Included	
Terminal Cabinets & Racks	Included		Included		Included		Included		Included	
Outlet & Junction Boxes, Pull Boxes	Included		Included		Included		Included		Included	
Wiring Devices	Included		Included		Included		Included		Included	
Switches / Disconnects	Included		Included		Included		Included		Included	
Overcurrent Protection	Included		Included		Included		Included		Included	
Connections to Existing Generator	2,500		2,500		2,500		2,500		2,500	
Power to Equipment	Included		Included		Included		Included		Included	
Power to Mechanical & Plumbing Equipment	Included		Included		Included		Included		Included	
Power to Misc. Equipment / Motors / Devices	Included		Included		Included		Included		Included	
Power to Electric Overhead Coiling Doors w/ Low Voltage Wiring (RFI# 62)	Included		Included		Included		Included		Included	
Power to Building Lighting w/ Controls and Panels	Included		Included		Included		Included		Included	
Power for Irrigation Controller (RFI#65)	Included		Included		Included		Included		Included	
Conduit & Back Boxes Only:	Included		Included		Included		Included		Included	
Voice / Data / CATV Systems	Included		Included		Included		Included		Included	
Computer Network Cabling System	Included		Included		Stubs to Ceiling		Included		Included	
Autonomous PA System	Included		Included		Included		Included		Included	
Occupancy / Motion Sensor System	Included		Included		Included		Included		Included	
Energy Management Systems / HVAC Controls	Included		Included		T-Stat Conduit Only		Included		Included	

Bid Evaluation Report



Electrical / Low Voltage

Marshall Classroom Building

Subcontractors

Description	Subcontractors				Siemens
	Oilfield Electric	Reyes & Sons	Taft Electric	Venco	
Other Low Voltage Systems (E-001)	Included	Included	Included	Included	
Temporary Power and Lighting	42,000	42,000	39,000	42,000	
Install, Maintain, Relocate for Construction Offices	Included	Included	Included	Included	
Install, Maintain, Relocate for Building Areas & Site	Included	Included	Included	Included	
Temp Power for Elevator Testing and Build Out	Included	Included	Included	Included	
Temp Power Spider Boxes	Included	Included	Included	Included	
Temp Light Strings	Included	Included	Included	Included	
Conduit and Wire to Jobsite Trailers	Included	Included	Included	Included	
Furnish & Install Building Low Voltage Systems					
Fire Alarm System	See Below	See Below	See Below	See Below	See Below
Complete Addressable Fire Alarm System (E-204 & E-304)	71,131	71,131	Included	71,131	71,131
<i>Manufacturer - Siemens</i>	Siemens Bid	Siemens Bid	Included	Siemens Bid	Included
Per City Fire Dept. Standards	Included	Included	Included	Included	Included
FACP, Annunciator, Devices, Equipment & Conductors	Included	Included	Included	Included	Included
Fire Alarm Equipment Schedule E-020	Included	Included	Included	Included	Included
Fire Alarm Details - E020-022	Included	Included	Included	Included	Included
Elevator System	Connection Only	Connection Only	Connection Only	Connection Only	Connection Only
Horns, Strobes, Pull Stations, Detectors	Included	Included	Included	Included	Included
Smoke Duct Detectors - Furnish Only	Included	Included	Included	Included	Included
Interlock to HVAC Unit Shut-Down, as shown	Included	Included	Included	Included	Included
Complete Plans / Specifications / Calculations	Included	Included	Included	Included	Included
Submittals / Shop Drawings / As-Builts	Included	Included	Included	Included	Included
Permits / Licenses / Fees	Included	Included	Included	Included	Included
Security, Intrusion and Access Control System	24,950	Included	Included	27,500	
<i>MFR - Per Specs</i>	Included	Included	Included	Included	
Computer, Monitors, and Recording Devices	By Owner	By Owner	By Owner	By Owner	
Complete	Included	Included	Included	Included	
Infrared Motion Detectors	Included	Included	Included	Included	
Interconnection with Door and Gate Hardware as Required	Included	Included	Included	Included	
Interconnection with Overhead Doors as Required	Included	Included	Included	Included	
Interconnection with Elevators as Required	Included	Included	Included	Included	
All Weather-Rated Enclosures	Included	Included	Included	Included	
All Wiring as Required	Included	Included	Included	Included	
Complete Plans / Specifications / Calculations	Included	Included	Included	Included	
Submittals / Shop Drawings / As-Builts	Included	Included	Included	Included	
Permits / Licenses / Fees	Included	Included	Included	Included	
Telecom / Data / CATV (E-203 & E-303)	Included	Included	Included	Included	
Telecom / CATV Back-Bone Cabling	Included	Included	Included	Included	

Bid Evaluation Report
Electrical / Low Voltage
Marshall Classroom Building
Subcontractors

Description	Oilfield Electric	Reyes & Sons	Taft Electric	Venco	Job Number	1641
					Bid Date	6/7/2017
					Date Printed	7/27/2017
					Siemens	
Multi-Mode & Single-Mode Fiber Optic Cable	Included	Included	Included	Included		
CAT 5E Cabling	Included	Included	Included	Included		
Voice Cabling	Included	Included	Included	Included		
Faceplates, Data and Phone Jacks	Included	Included	Included	Included		
Signal Terminal Cabinets	Included	Included	Included	Included		
All Connectors, Hangers, Labels as Required	Included	Included	Included	Included		
All Wiring as Required	Included	Included	Included	Included		
Install and Connect Owner Furnished Rack Mounted Uninterruptible Power Supplies and Ethernet Switches in Equipment Cabinets at Locations with Active Equipment.	Included	Included	Included	Included		
Submittals / Shop Drawings / As-Builts	Included	Included	Included	Included		
Permits / Licenses / Fees	Included	Included	Included	Included		
Classroom Sound Enhancement System (E-203 & E-303)	Included	Included	Included	Included		
<i>Manufacturer - Per Spec (274113, 2.01)</i>	Included	Included	Included	Included		
Infrared Technology - Dome Sensors	Included	Included	Included	Included		
Single and Multiple Input/Output Amplifiers	Included	Included	Included	Included		
Loudspeakers w/ Integral Sealed Back Can	Included	Included	Included	Included		
Wall Mounted Control Panel	Included	Included	Included	Included		
Conductors and Cabling	Included	Included	Included	Included		
Battery Chargers	Included	Included	Included	Included		
Seal all Firewalls Penetrated	Included	Included	Included	Included		
All Equipment Racks Bolted to the Floor	Included	Included	Included	Included		
Submittals / Shop Drawings / As-Builts	Included	Included	Included	Included		
Permits / Licenses / Fees	Included	Included	Included	Included		
PA and Intercommunication System (E-203 & E-303)	Included	Included	Included	Included		
<i>Manufacturer - Per Spec (275116, 2.01)</i>	Included	Included	Included	Included		
System Equipment Racks	By Owner	By Owner	By Owner	By Owner		
Central Card Cage / Shelf Assembly	By Owner	By Owner	By Owner	By Owner		
Intercom System w/ Display Telephone	Included	Included	Included	Included		
Wall Mounted Control Panel & Display Units	Included	Included	Included	Included		
Turners, CD Players, Power Amplifiers, Loudspeakers Etc.	By Owner	By Owner	By Owner	By Owner		
Terminal Blocks and Cabinets	Included	Included	Included	Included		
Conductors and Cabling	Included	Included	Included	Included		
Seal all Firewalls Penetrated	Included	Included	Included	Included		
All Equipment Racks Bolted to the Floor	Included	Included	Included	Included		
Submittals / Shop Drawings / As-Builts	Included	Included	Included	Included		
Permits / Licenses / Fees	Included	Included	Included	Included		
Master Clock System	Included	Included	Included	Included		
<i>Manufacturer - Lathem LTR8-512-M or District Approved</i>	Included	Included	Included	Included		
Power Supplies, Backboxes, Etc.	Included	Included	Included	Included		

Bid Evaluation Report

Electrical / Low Voltage

Marshall Classroom Building

Subcontractors

Description	Oilfield Electric	Reyes & Sons	Taft Electric	Venco	Siemens	Job Number	1641
						Bid Date	6/7/2017
						Date Printed	7/27/2017
All Wall-Mounted Clocks	Included	Included	Included	Included			
Standby Battery System (7 Days)	Included	Included	Included	Included			
All Wiring as Required	Included	Included	Included	Included			
Seal all Firewalls Penetrated	Included	Included	Included	Included			
Furnish & Install Site Electrical	Included	Included	Included	Included			
Safe-Off of Electrical For Removal of Existing Equipment, Conduit and Wiring (2/E-102)	Included	Included	Included	Included			
Removal, Replacement at Existing Site Electrical (E-102)	108,458	108,458	108,458	108,458	125,208	16,750	
Surveying route of new service	Included	Included	Included	Included			
Potholing & line verification of new runs	Included	Included	Included	Included			
Demo area at new transformer/switchgear in parking lot:	Included	Included	Included	Included			
Demo curbs	Included	Included	Included	Included			
Demo Landscape/AC Paving	Included	Included	Included	Included			
AC Paving demo at dropoff	Included	Included	Included	Included			
Sawcut and demo site concrete work entire run of Electrical runs	Included	Included	Included	Included			
Add 50% more site concrete demo to go to a control or expansion joint	Included	Included	Included	Included			
Sawcut and demo AC Paving work entire run of Electrical runs	Included	Included	Included	Included			
Demo at Dirt / Landscape/Shrubs/Irrigation work entire run of Electrical runs	Included	Included	Included	Included			
New work for SCE work (E-101 & E-102)	Included	Included	Included	Included			
New Pads at new SCE transformer - 8'x10' - 1/E-102	Included	Included	Included	Included			
New Pads at new 500kva Transformer - 16'x21' - 1/E-102	Included	Included	Included	Included			
New Curbs (from Demo above)	Included	Included	Included	Included			
Put-Back Balance of Landscape/AC Paving in reworked electrical area at existing parking lot	Included	Included	Included	Included			
AC Paving at trench that crossed the Dropoff drive lane	Included	Included	Included	Included			
Possible Re-Striping	Included	Included	Included	Included			
Reinstall site concrete work entire run of Electrical runs - this appears to be colored concrete	Included	Included	Included	Included			
Reinstall the Added 50% more site concrete demo to go to a control or expansion joint	Included	Included	Included	Included			
Reinstall AC Paving work entire run of Electrical runs	Included	Included	Included	Included			
Reinstall Dirt/Landscape/Shrub/Irrigation work entire run of Electrical runs	Included	Included	Included	Included			

Bid Evaluation Report



Electrical / Low Voltage

Marshall Classroom Building

Subcontractors

Description	Oilfield Electric	Reyes & Sons	Taff Electric	Venco	Job Number	1641
					Bid Date	6/7/2017
					Date Printed	7/27/2017
					Siemens	
Furnish / Install concrete filled steel Bollards with footings	Included	Included	Included	Included		
Dry Utilities - Power	Included	Included	Included	Included		
Secondary Conduit From New On-Site Transformer to New WP Main Switchboard (Wire by SCE) (1/E-102)	Included	Included	Included	Included		
MP-1 - (3) 3" Conduit w/ (3) 350KCM & (1) #2/0 in Each Conduit (RFI# 26)	Included	Included	Included	Included		
MP-2 - (3) 3" Conduit w/ (4) 250KCM & (1) #2/0 in Each Conduit & (2) 4" Conduit for Future Power to New Pullbox to New Building (RFI# 26)	Included	Included	Included	Included		
Power to Existing "MSB" From New 500KVA Transformer	Included	Included	Included	Included		
MP-1A - (6) 3" Conduit w/ (4) 350KCM & (1) 250KCM in Each Conduit (RFI# 26)	Included	Included	Included	Included		
New Intercept Underground Pullbox and Connection to Existing Power for "MSB"	Included	Included	Included	Included		
(4) 350KCM & (1) 250KCM Wiring in Existing "MSB" Conduits	Included	Included	Included	Included		
Stub Out (2) Different Lines of (2) 4" Conduit for Future Power from New Pullbox (E-101)	Included	Included	Included	Included		
Utility Company Primary Switch	w/ SCE	w/ SCE	w/ SCE	w/ SCE		
Utility Company Site Transformer	w/ SCE	w/ SCE	w/ SCE	w/ SCE		
Conductors: by Utility Company	w/ SCE	w/ SCE	w/ SCE	w/ SCE		
Dry Utilities - Low Voltage	Included	Included	Included	Included		
(5) 2" Conduits for Low Voltage Systems (FA, SEC, Clock, PA, Tele and Data) From Existing Building to New Pullbox to New Building (E-101)	Included	Included	Included	Included		
(4) 2" Conduits for Future Low Voltage Stubbed From Existing Building to New Pullbox (E-101)	Included	Included	Included	Included		
Stub Out (2) Different Lines of (4) 2" Conduit for Future Low Voltage from New Pullbox (E-101)	Included	Included	Included	Included		
Underground Power Distribution for Site Lighting and Site Power	Assume Existing	Assume Existing	Assume Existing	Assume Existing		
Power to PIVs, Tamper Switches, Backflows	Included	Included	Included	Included		
Electrical Vaults / Pull Boxes, as required	Included	Included	Included	Included		
Traffic Rated Covers / Frames, as required	Included	Included	Included	Included		
Furnish & Install Lighting	Included	Included	Included	Included		
LED and Fluorescent Lighting as Shown	Included	Included	Included	Included		
Lighting Fixtures per Schedule on E-010	Included	Included	Included	Included		

Bid Evaluation Report



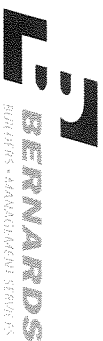
Electrical / Low Voltage

Marshall Classroom Building

Subcontractors

Description	Oilfield Electric	Reyes & Sons	Taft Electric	Venco	Siemens	Job Number	1641
						Bid Date	6/7/2017
						Date Printed	7/27/2017
Lighting Fixtures at New Classroom Building (E-201 & E-301)	Included	Included	Included	Included			
Exit Signs	Included	Included	Included	Included			
LED Lamps	Included	Included	Included	Included			
Non-LED Lamps	Included	Included	Included	Included			
Occupancy Sensors	Included	Included	Included	Included			
Spare Parts as Required (Spec. 265000, 3.03)	Included	Included	Included	Included			
Coordination of Shipping and Installation of Fixtures	Included	Included	Included	Included			
BIM Coordination (1 per Week for 2 Months)	18,425	18,425	16,750	18,425		3,000	
Plywood Backboards	w/ Rough Carp	w/ Rough Carp	w/ Rough Carp	w/ Rough Carp			
Mounting & Anchoring Details - E7.1 & 7.2	Included	Included	Included	Included			
Concrete base at Electrical Equipment 5/E-050	w/ Site Concrete	w/ Site Concrete	w/ Site Concrete	w/ Site Concrete			
Protective Bollards 2/E-050	w/ Misc. Metals	w/ Misc. Metals	w/ Misc. Metals	w/ Misc. Metals			
NEMA Enclosures, where shown	Included	Included	Included	Included			
Flashings at Penetrations	Included	Included	Included	2,000		Included	
Caulkings / Sealants	Included	Included	Included	Included		Included	
Sleeves / Fire Caulking / Firestopping, as required	Included	Included	Included	Included		Included	
Sound and Vibration control	Included	Included	Included	Included		Included	
All Block Outs, Inserts, Coring, Notching, etc.	Included	Included	Included	Included		Included	
Backfill Trenches / Bedding	Included	Included	Included	Included		Included	
Safety walk and progressive cleanup	7,772	7,772	7,772	7,772			
All Required Signage and Identification Labels	Included	Included	Included	Included		Included	
Seismic Bracing to Meet Code	Included	Included	Included	Included		Included	
Access Panels as Required - Furnish Only	Included	5,000	3,000	4,000		1,500	
Haul Off Spoils Generated by Own Work	Included	15,000	15,000	15,000			
Electrical Permits	Included	3,000	No cost	3,000			
Disconnect & reconnect existing PV panels during SCE switch-over	5,000	5,000	5,000	5,000			
Refuse signs not included on lighting fixture schedule	1,000	1,000	1,000	1,000			
ARC.25	(10,000)	(10,000)	(10,000)	(10,000)			
TOTALS	1,512,816	1,344,386	1,177,480	1,317,786		75,631	0
Recommendation:	Amount						
Taft Electric	1,177,480						

Bid Evaluation Report



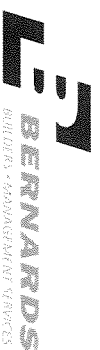
Electrical / Low Voltage

Marshall Classroom Building

Subcontractors

Description	Oilfield Electric	Reyes & Sons	Taft Electric	Venco	Siemens	Job Number	1641
						Bid Date	6/7/2017
						Date Printed	7/27/2017
Alternates							
Add Alternate (RFI#70) - Per Spec I01400 2.07B, Provide Refuse Sign not Indicated on Lighting Fixture Schedule.			\$850/ea				
Add Alternate (RFI #16) - Connect Genset w/ Power Required for Essential Equipment to run During Potential Power Outages such as Site & Parking Lot Lights, Fire Alarm Panel, Security System, and Jobsite/Trailers Related Electrical Requirements.			35,000				

Bid Evaluation Report



Demo & Earthwork

Marshall Classroom Building

Subcontractors

Job Number **1641**
 Bid Date **6/7/2017**
 Date Printed **7/27/2017**

Description	Standard Demolition	Damar Const.	Leko Const.	Toro Ent.		
Base Bid	See Below	See Below	See Below	See Below		
Spec #: 31 1000 - Site Clearing	Included	Included	Included	Included		
Spec #: 31 2200 - Grading	Included	Included	Included	Included		
Spec #: 31 2316 - Excavation & Fill Paving	Included	Included	Included	Included		
Spec #: 31 2319 - Excavation & Fill Structures	Included	Included	Included	Included		
Spec #: 31 2323 - Excavation & Fill Utilities	Included	Included	Included	Included		
Spec #: 31 2326 - Base Course	Included	Included	Included	Included		
Soil Report: by CTE South dated 7/11/16	Included	Included	Included	Included		
Bond Rate (if required)						
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included	Included		
Plans and Specs Dated: 1/28/2016 & 10/4/2016	Included	Included	Included	Included		
Acknowledgment of RFI's 1-75 dated 6.5.17	Included	Included	Included	Included		
Bid Good for 60 Days	Included	Included	Included	Included		
Prevailing Wage	Included	Included	Included	Included		
Prequalified per Oxnard School District Standards	N/A	N/A	N/A	N/A		
Attachment C Acknowledgement	N/A	N/A	N/A	N/A		
Demolition						
Demolition Plan C-101, at New Building location	35,467	32,985	35,467	35,467	No Bid	
Demolition Plan C-102, at Reworked Existing Parking Lot area	Included	Included	Included	Included		
Demolition Plan C-103, at New Play Area location	Included	Included	Included	Included		
Underground Utility Location, Potholing, Capping or Disconnecting Utilities	5,000	5,000	5,000	5,000		
Removal Notes:	Included	Included	Included	Included		
1 - Remove existing asphalt pavement & base, full depth	Included	Included	Included	Included		
2 - Clear, grub & remove existing turf/planter/exposed subgrade area	Included	Included	Included	Included		
3 - Remove existing shrubs, trees and roots	Included	Included	Included	Included		
4 - Remove existing catch basin	Included	Included	Included	Included		
5 - Remove Play area, including the existing play structure (Per RFI#11)	Included	1,500	Included	Included		
6 - Sawcut existing & remove existing pavement, curb or v-gutter	Included	Included	Included	Included		
7 - Remove existing curb	Included	Included	Included	Included		
8 - Remove existing utilities (identified)	Included	Included	Included	Included		
9 - Sandblast existing striping	Included	Included	Included	Included		
10 - Contractor to rework existing irrigation as needed to allow for new const. Provide shop drawings for approval of revised/reworked irrigation system prior to re-installation	w/ Landscape	w/ Landscape	w/ Landscape	w/ Landscape		
11 - Remove existing concrete V-gutter	Included	Included	Included	Included		
12 - Remove sign in its entirety	Included	Included	Included	Included		
30-39 - Protect-In-Place items as noted	Included	Included	Included	Included		

Bid Evaluation Report



Demo & Earthwork

Marshall Classroom Building

Subcontractors

Description	Standard Demolition	Damar Const.	Leko Const.	Toro Ent.	Job Number	1641
					Bid Date	6/7/2017
					Date Printed	7/27/2017
Demo Mobilizations	1,000	Included	Includes 2 ea	Includes 2 ea		
Add for demo of existing handball court walls & footings	Excluded	Excluded	Excluded	Excluded		
Grading	No Bid	94,720	108,940	96,507		
See General Civil Notes pertaining to your scope - C-001		Included	Included	Included		
Water Meter and Construction Watering for Own Scope		1,000	1,000	1,000		
Erosion Control for your work (none shown on drawings)		2,500	2,500	2,500		
Haul route for your work		Included	Included	Included		
Move-Ins as required		Included	Included	Included		
July '17 Move-On		Included	Included	Included		
Include per Composite Grading Plan C-300,301,302 and Grading Sections C-303-304		Included	Included	Included		
Mass Excavation and Fine Grade Subgrade		Included	Included	Included		
Soils Report: #5.2-Site Preparation, Geotechnical & Grading Notes: C-001		Included	Included	Included		
Temp Soil Stabilization (if required)		Included	Included	Included		
Over-Ex to suitable native soils (varies across site, but generally lie approx 4' below current grades) or minimum 42" below bottom of all footings, whichever depth is greatest		Included	Included	Included		
See Structural detail 15/S-400A, Typical Foundation & Slab Subgrade - excavation to 42" below footing and 60" below finish grade		Included	Included	Included		
Extend 5' from Perimeter Edges		Included	Included	Included		
Onsite existing fill disturbed for agricultural activities and native materials are suitable for use as fill and backfill materials		Included	Included	Included		
Over-Ex at Elevator Pit		Included	Included	Included		
Over-Ex 24" at Site Conditions - AC Paving, Site concrete, Unit Pavers, Play Area surfacing		Included	Included	Included		
Sub-Grade Compaction of 90%		Included	Included	Included		
At PCC Pavers: removal, excavation and recompaction of top 24" to 95%		Included	Included	Included		
New Play Area: C-103, 9/C-702		Included	Included	Included		
Overexcavate & recompact area after demo, ready for perimeter concrete curb (by others)		Included	Included	Included		
Include Type 2 sub-base to 95% compaction - thickness to be 4"		5,000	5,000	5,000		
Geofabric over subbase, per cut sheet from RFI#12 response - provide Alternate Add		Not required	Not required	Not required		
Excavation for mow strips		2,500	Included	Included		

Bid Evaluation Report



Demo & Earthwork

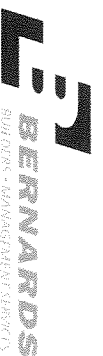
Marshall Classroom Building

Subcontractors

Job Number 1641
 Bid Date 6/7/2017
 Date Printed 7/27/2017

Description	Standard Demolition	Subcontractors				
		Damar Const.	Leko Const.	Toro Ent.		
Fine Grading for Sitework	-----	Included	Included	Included		
Export Spoils Stockpiled by Others	-----	\$XX / CY	\$XX / CY	\$XX / CY		
Concrete Footing Spoils, Structural	-----	8,125	8,125	8,125		
Concrete Footing Spoils, Site	-----	1,250	1,250	1,250		
Site Utilities	-----	2,500	2,500	2,500		
Plumbing, Electrical	-----	2,500	2,500	2,500		
Dust Control during construction		16,884	16,884	16,884		
TOTALS	0	176,464	189,166	176,733	0	0
Recommendation:	Amount					
Damar Const.	176,464					

Bid Evaluation Report



Asphalt Paving & Striping

Marshall Classroom Building

Subcontractors

Description	ABC Resources	Onyx Paving	Toro Ent.	Excel Paving	Job Number	B&M Contractors
					Berry Engineering	7/27/2017
Base Bid	0	35,440	See below	64,950	37,772	49,825
Spec #: 31 2316 - Excavation & Fill Paving	-----	Included	Included	Included	Included	Included
Spec #: 31 2326 - Base Course	-----	Included	Included	Included	Included	Included
Spec #: 32 0117 - Pavement Repair	-----	Included	Included	Included	Included	Included
Spec #: 32 1216 - Asphalt Paving	-----	Included	Included	Included	Included	Included
Spec #: 32 1236 - Seal for Bituminous Surfacing	Included	Included	Included	Included	Included	Included
Bond Rate (if required)						
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included	Included	Included	Included
Plans and Specs Dated: 1/28/2016 & 10/4/2016	Included	Included	Included	Included	Included	Included
Acknowledgment of RFIs 1-75 dated 6.5.17	Included	Included	Included	Included	Included	Included
Bid Good for 60 Days	Included	Included	Included	Included	Included	Included
Prevailing Wage	Included	Included	Included	Included	Included	Included
Prequalified per Oxnard School District Standards	N/A	N/A	N/A	N/A	N/A	N/A
Attachment C Acknowledgement	N/A	N/A	N/A	N/A	N/A	N/A
AC Paving						
See Legend on C-002:	No Bid	Included	Included	Included	Included	Included
Eastside of New Building - 3" thk AC Surfacing over 7" thk crushed aggregate base (CAB), per 1/C-702	-----	Included	Included	Included	Included	Included
Fire Lane, 4" thk (2" Class C2 & 2" Class B) AC Surfacing over 9" thk crushed aggregate base (CAB), per 1/C-702	-----	Included	15,538	Included	Included	Included
Include the Pavement-to-pavement joint detail, 4/C-702	-----	Included	Included	Included	Included	Included
Existing Parking Lot Rework, C-202	-----	Included	Included	Included	Included	Included
Sawcut and removal of existing paving (C-102)	-----	w/ Demo	w/ Demo	w/ Demo	w/ Demo	w/ Demo
Remove, reinstall base & recompact subgrade if unsuitable per 32.01.17.3.02.B	-----	w/ Demo	w/ Demo	w/ Demo	w/ Demo	w/ Demo
3" thk AC Surfacing over 7" thk crushed aggregate base (CAB), per 1/C-702	-----	Included	27,966	Included	Included	Included
Redwood Header at Grass	-----	Included	Included	Included	Included	Included
Final 2 coat Seal over new paving per specs	-----	2,850	Included	Included	Included	Included
Clean, Re-Seal, Re-Stripe existing Playground area, not shown	Excluded	Excluded	Excluded	Excluded	Excluded	Excluded
Striping & Signage						
Existing Parking Lot - Striping Plan C-204	9,275	No Bid	No Bid	No Bid	No Bid	No Bid
Sandblast existing striping at existing lot per Demo sheet C-102	Included	8,790	10,820	10,820	10,820	10,820
Installation of new work at Existing Parking Lot: Standard Parking Spaces - 4" thk white lane per Caltrans Std Plan A20B, detail 27B	Included	Included	-----	-----	-----	-----
Stripe Crosshatch Areas	Included	Included	-----	-----	-----	-----

Bid Evaluation Report

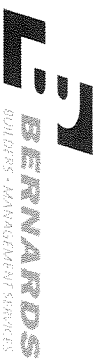


Asphalt Paving & Striping

Marshall Classroom Building

Subcontractors

Description	ABC Resources	Onyx Paving	Toro Ent.	Excel Paving	Job Number	1641
					Date Printed	6/7/2017
					Berry Engineering	B&M Contractors
					7/27/2017	
Stripe Arrows	Included	Included	-----	-----		
Fire Lane Curbs Red - none shown	Included	Included	-----	-----		
Accessible Parking Spaces - see A-104	Included	Included	-----	-----		
Concrete Wheel Stops at Accessible parking - 32 13	Included	Included	-----	-----		
13, 2.01, C.1-3 & 13/A-105						
Precast 6' length x 6" ht doweled into paving per detail	Included	Included	-----	-----		
Signage - Accessible sign w/ Posts & footing - 1, 9/A-105	Included	Included	-----	-----		
Existing Fire Lane road in front of new Building - FLS Plan G-003	Included	Included	-----	-----		
Signage - Fire Access Entrance Signage w/ Post & footing - Sheet Note #5	Included	Included	-----	-----		
Signage - New Fire Lane Sign w/ Post & footing - Sheet A-101 & 2/A105 (same as above)	Included	Included	-----	-----		
Striping - "Where curb occurs, Paint curb Red to designate Fire Lane" - G-003	Included	Included	-----	-----		
Striping - "Fire flush to adjacent surface, paint 'No Parking Fire Lane' w/ Red Lettering" - G-003	Included	Included	-----	-----		
Existing Hopscotch, Foursquare, Tetherball adjacent to site RE-Striping - Allowance	1,000	1,000	-----	-----		
Existing Main Entry into School - A-101	Included	Included	-----	-----		
Signage - New "Tow Away" Sign w/ Post & footing - 7/A-105	Included	500	-----	-----		
TOTALS	0	48,580	54,324	75,770	48,592	60,645
Recommendation:	Amount					
Onyx Paving	48,580					



Bid Evaluation Report

Site Concrete

Marshall Classroom Building

Subcontractors

Description	B&M Contractors	Barcelo Concrete	Santa Clarita Concrete	Toro Ent.	Job Number	1641
					Bid Date	6/7/2017
					Date Printed	7/27/2017
					Engineering	
Base Bid	176,900	267,864	135,000	See below	145,960	
Spec # : 31 2316 - Excavation & Fill Paving	Included	Included	Included	Included	Included	
Spec # : 31 2319 - Excavation & Fill Structures	Included	Included	Included	Included	Included	
Spec # : 31 2326 - Base Course	Included	Included	Included	Included	Included	
Spec # : 32 1313 - Site Concrete Work	Included	Included	Included	Included	Included	
Bond Rate (if required)		Bond @ 1%	Bond @ 1%	Bond @ 1%	Bond @ 1%	
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included	Included	Included	
Plans and Specs Dated: 1/28/2016 & 10/4/2016	Included	Included	Included	Included	Included	
Acknowledgment of RFIs 1-75 dated 6.5.17	Included	Included	Included	Included	Included	
Bid Good for 60 Days	30 Days	90 days	30 Days	30 Days	30 Days	
Prevailing Wage	Included	Included	Included	Included	Included	
Prequalified per Oxnard School District Standards	N/A	N/A	N/A	N/A	N/A	
Attachment C Acknowledgement	N/A	N/A	N/A	N/A	N/A	
On Site						
Existing Parking Lot Rework, C-202	Included	Included	Included	12,522	Included	
Sawcut and removal of existing site concrete (C-102)	w/ Demo	w/ Demo	w/ Demo	w/ Demo	w/ Demo	
Remove, reinstall base & recompact subgrade per Note 6, Det 3/C-703	w/ Grading	w/ Grading	w/ Grading	w/ Grading	w/ Grading	
Note 12 - Concrete Curb per det 3/C-703	Included	Included	Included	Included	Included	
6" concrete curb w/ (2) #4 bars continuous length of curb	Included	Included	Included	Included	Included	
At New revised Accessible spaces, it is assume use of existing concrete handicap ramps at existing diagonal layout	Qualification	Qualification	Qualification	Qualification	Qualification	
Sandblasting (by demo), Re-Striping (by Striper) will be laid-out to reuse concrete ramps	by Others	by Others	by Others	by Others	by Others	
This subcontractor will install Truncated Domes at existing ramps per A-104 & det 5/A-105, 2 ea 3'x4' min	Excluded	Excluded	Excluded	Excluded	Excluded	
Truncated Domes to be Armor Tile or equal per detail 6/C-703	Excluded	Excluded	Excluded	Excluded	Excluded	
Per SCE Drawings & E sheets:						
Transformer Pad - 2/E-020	Included	10,400	Included	10,400	10,400	
Install concrete-filled steel bollards 2/E-020	Included	2,000	2,000	2,000	2,000	
New Rubber Surfacing at existing playground area adjacent to new building, C-203	Included	Included	Included	22,332	Included	
Note 13 - Concrete Curb per det 9/C-702	Included	Included	Included	Included	Included	
6" wide concrete curb at perimeter of play area	Included	8,400	Included	Included	Included	
Includes removal, excavation and recompaction of top 24" to 95%	w/Demo, Grading	w/Demo, Grading	w/Demo, Grading	w/Demo, Grading	w/Demo, Grading	

Bid Evaluation Report



Site Concrete

Marshall Classroom Building

Subcontractors

Description	Subcontractors				Toro Ent.	Job Number 1641
	B&M Contractors	Barcelo Concrete	Santa Clarita Concrete	Berry Engineering		
4" Minimum Base course compacted & ready for rubber surfacing	3,575	3,575	3,575	3,575	3,575	6/7/2017
New handball walls & footings complete adjacent new playground area, not shown	Excluded	Excluded	Excluded	Excluded	Excluded	7/27/2017
Site Concrete Work at New Building:	Included	Included	Included	126,878	Included	
6" thk Concrete Pavement ove 4" crushed aggregate base (CAB), listed on legend C-002 & per 5/C-702(concrete pavement section detail)	Included	Included	Included	Included	Included	
Rebar #4 @ 18" ocev	w/ Rebar Included	w/ Rebar Included	w/ Rebar Included	w/ Rebar Included	w/ Rebar Included	
Site Control Plan C-201	Included	Included	Included	Included	Included	
Note 1 - 6" thk conc pavement over 4" CAB per 5/C-702	Included	Included	Included	Included	Included	
Note 2 - PCC Pavers & Sand Base per 1/C-703	Included	24,700 Included	24,700 Included	Included	Included	
Pavers MFR-None listed	Included	Included	Included	Angelus	Included	
24" wide concrete curb at perimeter of PCC Pavers	Included	2,130	2,130	Included	Included	
6" concrete Sub-Slab w/ #4@18"ocew under pavers	Included	4,940	4,940	Included	Included	
Includes removal, excavation and recompaction of top 24" to 95%	w/Demo,Grading	w/Demo,Grading	w/Demo,Grading	w/Demo,Grading	w/Demo,Grading	
Fine Grading prior to your work	Included	Included	Excluded	Excluded	Excluded	
Note 3 - Planter area per Landscape drawings	w/ Landscape w/ Grading	w/ Landscape w/ Grading	w/ Landscape w/ Grading	w/ Landscape w/ Grading	w/ Landscape w/ Grading	
Note 4 - Regrade & resurface the turf area	Included	Included	Included	Included	Included	
Note 5 - 60" Mow Strip at Perimeter of New Building - 2/C-703	Included	Included	Included	Included	Included	
New mowstrip is 12" thk Including over 4" CAB compacted to 95%	Included	Included	Included	Included	Included	
Note 6 - Seat Wall/CIP Benches per Architectural drawings, A-103	Included	Included	Included	28,728	Included	
L-Shaped 20', 4 each: Straight 10', 1 each Detail 10 & 11/A-105 - 1'6"wide x 1'-6" ht CIP Concrete w/ rebar	Included	Included	Included	Included	Included	
Note 7 - Asphalt Pavement per 1/C-702	w/ AC Paving	w/ AC Paving	w/ AC Paving	w/ AC Paving	w/ AC Paving	
Note 8 - Concrete Pavement to Asphalt Pavement Transition 2/C-702	Included	Included	Included	Included	Included	
Note 9 - New Pavement to existing Pavement Joint - 4/C-702	Included	Included	Included	Included	Included	
Note 10 - AC Pavement thickness transition - 7/C-702	w/ AC Paving	w/ AC Paving	w/ AC Paving	w/ AC Paving	w/ AC Paving	
Note 11 - Stairs per Architectural drawings 6/A-105 - Typical CIP stair nosing - extruded aluminum contrasting strip nosing - NO CIP Stairs shown	w/ Steel & CIP	w/ Steel & CIP	w/ Steel & CIP	w/ Steel & CIP	w/ Steel & CIP	
Note 12 - Concrete Curb 3/C-703	Included	Included	Included	Included	Included	

Bid Evaluation Report



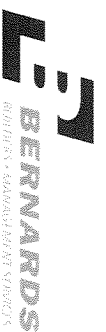
Site Concrete

Marshall Classroom Building

Subcontractors

Description	Subcontractors				Engineering
	B&M Contractors	Barcelo Concrete	Santa Clarita Concrete	Toro Ent.	
Note 13 - Rubber Mat Curb - 9/C-702	Included	NEED	Included	Included	Berry Included
Note 14 - Gravity Wall - 7/C-703	Included	Included	Included	Included	Included
Note 15 - Planter Wall per Architectural & Structural drawings - 2 shown on S-211 & 6/S401	w/ CIP Concrete	Yes incl w/ site	w/ CIP Concrete	w/ CIP Concrete	w/ CIP Concrete
Note 15 - Planter Wall per Architectural & Structural drawings - 2 shown near stairs are NOT on S sheets, 36'x8'	w/ CIP Concrete	(30,000)	w/ CIP Concrete	Excluded	Excluded
6/S-401 - 1'-0" thk wall, 1'-6" above grade	w/ CIP Concrete	Yes incl w/ site	w/ CIP Concrete	w/ CIP Concrete	w/ CIP Concrete
Note 16 - Not Used	-----	-----	-----	-----	-----
Note 17 - Rubber Mat per Architectural drawings	w/ Play Equip	w/ Play Equip	w/ Play Equip	w/ Play Equip	w/ Play Equip
Base for all Site Concrete Paving	Included	Included	Included	Included	Included
Reinforcing Steel for All Work	Included	12,025	12,025	12,025	12,025
Control and Expansion Joints / Sealants	Included	Included	Included	Included	Included
Washout Bins	Included	2,500	2,500	Included	2,500
Mock-Ups	Included, if reqd	6,000	6,000	5,575	6,000
SIT.1	(7,000)	(7,000)	(7,000)	(7,000)	(7,000)
SIT.2	(15,000)	(15,000)	(15,000)	(15,000)	(15,000)
SIT.4	(5,000)	(5,000)	(5,000)	(5,000)	(5,000)
SIT.7	(6,000)	(6,000)	(6,000)	(6,000)	(6,000)
TOTALS	147,475	281,534	159,870	191,035	149,460
Recommendation:	Amount				
B&M Contractors	147,475				

Bid Evaluation Report



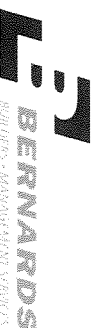
Playfield Equipment

Marshall Classroom Building

Subcontractors

Description	Miracle Playground / Central Coast Playgrounds	Dave Bang Associates / Miracle Playground	SpectraTurf / Miracle Playground	Job Number	1641
				Bid Date	6/7/2017
				Date Printed	7/27/2017
Base Bid	See below	See below	See below		
Spec #: 11 6800 - Playfield Equipment and Structures (Not Provided)	Included	Included	Included		
Spec #: 02 88 00 - Playfield Equipment and Structures (RFI#11 Response)	Included	Included	Included		
Bond Rate (if required)	N/A	Not provided	Bond at 1.5%		
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included		
Plans and Specs Dated: 1/28/2016 & 10/4/2016	Included	Included	Included		
Acknowledgment of RFI's 1-75 dated 6.5.17	Included	Included	Included		
Bid Good for 60 Days	90 Days	30 days	Included		
Prevailing Wage	Included	Included	Included		
Prequalified per Oxnard School District Standards	N/A	N/A	N/A		
Attachment C Acknowledgement	N/A	N/A	N/A		
Playfield Equipment & Structures - Miracle Playgrounds	0	37,210	37,210		
Furnish Modular Units complete FOB Jobsite	Included	Included	Included		
Unloading equipment at jobsite	Included	600	600		
Custom Playground by Miracle Recreation Equipment	Included	Included	Included		
Product spec & cut sheets in RFI#11	Included	Included	Included		
Separate price for Installation:	Included	Included	Included		
Include excavation, layout installation of footings	Included	Included	Included		
Sub provided by Miracle, Central Coast Playgrounds	Included	Included	Included		
Excavate, haul spoils, place embed, install rebar(is this reqd?), place concrete, cleanup	Included	Included	Included		
Footing X: 18" dia x 24" deep	0	8,050	8,050		
Footing Y: 12" dia x 18" deep	0	5,250	5,250		
Footing Z: 20" dia x 42" deep	0	500	500		
Uncrate, separate, install all parts, dispose of empty boxes	0	3,500	3,500		
Playfield Rubber Matting					
Furnish & install complete playground surface as MFR by PlayMax or equal	-----	45,416	42,471		
Demolition Plan C-103, at New Play Area location, remove existing AC Paving	-----	w/ Demo	w/ Demo		
Overexcavate & recompact area after demo	-----	w/ Grading	w/ Grading		

Bid Evaluation Report



Playfield Equipment

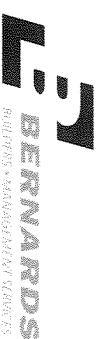
Marshall Classroom Building

Subcontractors

Job Number: 1641
 Bid Date: 6/7/2017
 Date Printed: 7/27/2017

Description	Miracle Playground Equipment / Central Coast Playgrounds	Dave Bang Associates / Miracle Playground	SpectraTurf / Miracle Playground	Amount	
				103,207	100,262
Type 2 sub-base to 95% compaction - thickness to be 4"		w/ Grading	Included	0	0
Geofabric over subbase		2,681	2,681	0	0
Sheet C-203, Note 13 - Rubber Mat Curb - 9/C-702 around perimeter of rubber matting		w/ Site Concrete	w/ Site Concrete	0	0
Rubber Matting subs work:		Included	Included	0	0
MaxPour Cushion Layer - thickness to be xx?		Included	Included	0	0
MaxPour/MaxPour-Supreme Top Layer - thickness to be xx?		Included 4"	Included 4"	0	0
Per cut sheet two products are shown, MaxPour Supreme is not included in price		Tot Turf	SpectraPour	0	0
Max fall height your bid is based upon		Included 9'	Included 10'	0	0
Wear Layer to be 50% black/50% color w/ std aromatic resin		Included	Included	0	0
See detail sheet, possible VE to install over aged asphalt paving		Not recommended	N/A	0	0
Upgrade to Aliphatic (UV-stable, non-yellowing) Resin wear layer		No bid	Add: \$4,934	0	0
Drywell at Rubber Mat Curb at new Play Area Rubber Surfacing 9/C-702, drain shown on C-402		w/ Site Utilities	w/ Site Utilities	0	0
TOTALS				0	0
Recommendation:		Amount			
SpectraTurf / Miracle Playground		100,262			

Bid Evaluation Report



Landscape & Irrigation

Marshall Classroom Building

Subcontractors

Description	Advanced Land. 2000				Job Number Bid Date	1641 6/7/2017
	Cascade Sprinklers	Durau Landscape	Hardy	Plowboy		
Base Bid	29,418	30,500	24,320	46,800	39,600	36,068
Spec #: 323000, 328400, 329000, 329010	Included	Included	Included	Included	Included	Included
Drawings: Planting & Irrigation Specs are also Listed on Sheet L-4	Included	Included	Included	Included	Included	Included
Bond Rate (if required)						
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included	Included	Included	Included
Plans and Specs Dated: 1/28/2016 & 10/4/2016	Included	Included	Included	Included	Included	Included
Acknowledgment of RFIs 1-75 dated 6.5.17	Included	Included	Included	Included	Included	Included
Bid Good for 60 Days	30 Days	30 Days	30 Days	90 days	Included	Included
Prevailing Wage	Included	Included	Included	Included	Included	Included
Prequalified per Oxnard School District Standards	N/A	N/A	N/A	N/A	N/A	N/A
Attachment C Acknowledgement	N/A	N/A	N/A	N/A	N/A	N/A
Landscaping & Irrigation:						
Demolition Plan C-101, at New Building location	Included	Included	Included	Included	Included	Included
Removal Notes:	Included	Included	Included	Included	Included	Included
10 - Contractor to rework existing irrigation as needed to allow for new const. Provide shop drawings for approval of revised/reworked irrigation system prior to re-installation	2,500	2,500	2,500	2,500	2,500	2,500
At New Building per Site Control Plan C-201 & L-1	Included	Included	Included	Included	Included	Included
Note 3 - Planter area per Landscape drawings	Included	Included	Included	Included	Included	Included
Irrigation inside the CIP Planters - L-1	Included	Included	Included	Included	Included	Included
Include tapping into existing mainline for new lines	5,000	5,000	5,000	5,000	5,000	5,000
Sawcut & remove AC paving & put back for access to mainline tap-in	3,000	3,000	3,000	3,000	3,000	3,000
New mainlines & lateral lines for irrigation & rigid pvc for control wire	Included	Included	Included	Included	Included	Included
Include sleeving as required	Included	Included	Included	Included	Included	Included
New Automatic Controller Assembly - Irritrol, 10/L-3	Included	Included	Included	Included	Included	Included
Include Rain Shut-off Sensor	Included	Included	Included	Included	Included	Included
Include remote control valves & gate valves, 1 & 5/L-3	Included	Included	Included	Included	Included	Included
Include quick couplers, 2/L-3	Included	Included	Included	Included	Included	Included
Include pop-up shrub heads, 4/L-3	Included	Included	Included	Included	Included	Included
Electrical to controller	w/ Electrical	w/ Electrical	w/ Electrical	w/ Electrical	w/ Electrical	w/ Electrical
Landscaping inside the CIP Planters - L-2	Included	Included	Included	Included	Included	Included
Trees - 24" box, including Staking per 3/L-3	Included	Included	Included	Included	Included	Included
Shrubs - 1 & 5 gallon	Included	Included	Included	Included	Included	Included
Vines - 15 gallon	Included	Included	Included	Included	Included	Included
Ground Cover	Included	Included	Included	Included	Included	Included
Safety walk and progressive cleanup	4,640	4,640	4,640	4,640	4,640	4,640
90 Day Maintenance	Included	Included	Included	Included	Included	Included

Bid Evaluation Report



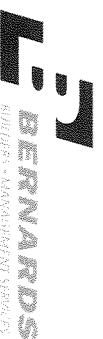
Landscape & Irrigation

Marshall Classroom Building

Subcontractors

Description	Subcontractors				Job Number	Bid Date	Date Printed	Venco Western
	Advanced Land. 2000	Cascade Sprinklers	Dufau Landscape	Hardy				
(1) Year Warranty	Included	Included	Included	Included	1641	6/7/2017	7/27/2017	Included
Spills Removal	200	200	200	200				200
Move-Ins (2)	1,500	1,500	1,500	1,500				1,500
Existing Parking Lot Rework, C-202	5,000	5,000	5,000	5,000				5,000
Removal & reinstallation of Irrigation at Demoeed areas	Included	Included	Included	Included				Included
Removal & reinstallation of Planting at Demoeed areas	Included	Included	Included	Included				Included
Existing Grass Field	35,185	35,185	35,185	35,185				35,185
Modify existing Irrigation at grass playground for trailer/laydown area	Included	Included	Included	Included				Included
Geofabric over the grass, rock surface as base during operations	Included	Included	Included	Included				Included
Removal of rock & geofabric at project completion	Included	Included	Included	Included				Included
Regrade, fine grade ready for new grass at laydown area	Included	Included	Included	Included				Included
Rework & start-up existing Irrigation heads	Included	Included	Included	Included				Included
Reinstallation of Grass Planting, hydroseed, at laydown area	Included	Included	Included	Included				Included
TOTALS	86,443	87,525	81,345	103,825				96,625
Recommendation:	Amount							
Dufau Landscape	81,345							

Bid Evaluation Report



Site Utilities

Marshall Classroom Building

Description	Subcontractors				Suttles Plumbing	Toro Ent.
	BSN Construction	J. Vega Engineering	HPS Mechanical	Sam Hill & Sons		
Base Bid	217,229	See below	200,390	See below	245,000	
Spec #: 31 2319 - Excavation & Fill Structures	Included	Included	Included	Included	Included	
Spec #: 31 2323 - Excavation & Fill Utilities	Included	Included	Included	Included	Included	
Spec #: 31 2326 - Base Course	Included	Included	Included	Included	Included	
Spec #: 33 1100 - Site Water Distribution Utilities	Included	Included	Included	Included	Included	
Spec #: 33 3000 - Site Sanitary Sewer Utilities	Included	Included	Included	Included	Included	
Spec #: 33 4000 - Storm Drainage Utilities	Included	Included	Included	Included	Included	
Bond Rate (if required)	Not listed	Not listed	Not listed	Not listed	Bond @1.44%	
Furnished, Installed, FOB Jobsite, Tax Included	Included	Included	Included	Included	Included	
Plans and Specs Dated: 1/28/2016 & 10/4/2016	Included	Included	Included	Included	Included	
Acknowledgment of RFIs 1-75 dated 6.5.17	Included	Included	Included	Included	Included	
Bid Good for 60 Days	30 days	30 days	30 days	30 days	30 days	
Prequalified per Oxnard School District Standards	Included	Included	Included	Included	Included	
Attachment C Acknowledgement	N/A	N/A	N/A	N/A	N/A	
Site Utilities						
Utility Location (C Below)	Included	Included	Included	Included	Included	
Cutting and Capping of Existing Utilities	2,500	2,500	2,500	2,500	2,500	
Layout and Trenching	Included	Included	Included	Included	Included	
Sawcutting & removal of surface for New Utilities	Included	Included	Included	Included	Included	
Traffic Control	3,584	3,584	3,584	3,584	3,584	
Temp Asphalt Patching	Included	Included	Included	Included	Included	
Excavation Spoils Stockpile	2,048	2,048	2,048	2,048	2,048	
Pressure Test and Flush System	Included	Included	Included	Included	Included	
Sewer						
Site Utility Plan C-401,402,403,404	Included	Included	Included	Included	Included	
Note 20 - Install SDR-353 Sanitary Sewer line per 4/C-701	Included	Included	Included	Included	Included	
Note 21 - Connect to bldg sanitary sewer	Included	Included	Included	Included	Included	
Note 22 - Connect to existing onsite main line	Included	Included	Included	Included	Included	
Note 23 - Install Clean-out per 7/C-701	Included	Included	Included	Included	Included	
Note 24 - Connect to onsite main line per 2/C-701	Included	Included	Included	Included	Included	
Note 25 - House connection per APWA Std Plan 222-2	Included	Included	Included	Included	Included	
Storm Drain						
Site Utility Plan C-401,402,403,404	Included	173,320	Included	143,618	Included	
Note 1 - Install SDR-35 storm drain line per 4/C-701	Included	Included	Included	Included	Included	
Note 2 - Construct 12"x12" catch basin per 6/C-701	Included	Included	Included	Included	Included	
Note 3 - Connect to existing onsite main line per 2/C-701	Included	Included	Included	Included	Included	

Bid Evaluation Report



Site Utilities

Marshall Classroom Building

Subcontractors

Description	Subcontractors					Suttles Plumbing	Toro Ent.
	BSN Construction	J. Vega Engineering	HPS Mechanical	Sam Hill & Sons			
Note 4 - Install Clean-out per 7/C-701	Included	Included	Included	Included	Included	Included	
Note 5 - Install Arturn grate NDS 1280 & catch basin 1200 or equal	Included	Included	Included	Included	Included	Included	
Note 6 - Connect to on-site main line per 2/C-702	Included	Included	Included	Included	Included	Included	
Note 7 - Connect to bldg storm drain line	Included	Included	Included	Included	Included	Included	
Note 8 - Install SDR-21 storm drain line per 4/C-701	Included	Included	Included	Included	Included	Included	
Note 9 - Install French Drain per 2/C-704	Included	Included	Included	Included	Included	Included	
Other: Trench Drain concrete basin per 4/S-400A	Included	Included	Included	Included	Included	Included	
Drywell at Rubber Mat Curb at new Play Area Rubber Surfacing 9/C-702, drain shown on C-402	Included	Included	Included	Included	Included	Included	
Water							
Site Utility Plan C-401,402,403,404	Included	64,295	Included	Included	33,353	Included	
Note 30 - Connect to existing onsite main line	Included	Included	Included	Included	Included	Included	
Note 31 - Install 4" Double Check Detector Backflow Preventer Assembly with Fire Department Connection per 3/C-701, Ames 3000 SS OS&Y w/ Tamper Switches connected to Fire Alarm	Included	Included	Included	Included	Included	Included	
Note 32 - Install AWWA C900 PVC pressure Class 200 Water line per 4/C-701	Included	Included	Included	Included	Included	Included	
Note 33 - Install concrete thrust block per 4/C-703	Included	Included	Included	Included	Included	Included	
Note 34 - Connect to bldg Fire Water connection	Included	Included	Included	Included	Included	Included	
Note 35 - Connect to building Domestic Water connection	Included	Included	Included	Included	Included	Included	
Note 36 - Connect to existing onsite main line	Included	Included	Included	Included	Included	Included	
Note 37 - Install Gate valve per 5/C-701	Included	Included	Included	Included	Included	Included	
Note 38 - Fire Department Connection per 1/C-704	Included	Included	Included	Included	Included	Included	
Note 39 - Connect to onsite main water line	Included	Included	Included	Included	Included	Included	
Includes:	Included	Included	Included	Included	Included	Included	
Sawcutting for New Utilities	Included	Included	Included	Included	Included	Included	
Excavation, compact bottom, sand shading, install pipe, backfill, compaction of trench	Included	Included	Included	Included	Included	Included	
Base Pave Trenches	Included	Included	Included	Included	Included	Included	
Overlay trench with new AC Paving section	Included	Included	Included	Included	Included	Included	
Lane Closure/Traffic Control	Included	Included	Included	Included	Included	Included	
Water Line for Irrigation inside the CIP Planters - L-1 (not clearly indicated on C sheets)	2,500	2,500	2,500	2,500	2,500	2,500	
Include tapping into existing mainline for new lines	Included	Included	Included	Included	Included	Included	
Sawcut & remove AC paving & put back for access to mainline tap-in	Included	Included	Included	Included	Included	Included	

Bid Evaluation Report



Site Utilities

Marshall Classroom Building

Subcontractors

Description	Subcontractors				Job Number	1641
	BSN Construction	J. Vega Engineering	HPS Mechanical	Sam Hill & Sons	Date Printed	6/7/2017
New mainlines & lateral lines for irrigation & rigid pvc for control wire	Included	Included	Included	Included		
Other:						
FDC Bollards & Footings (include if not shown)	1,000	1,000	1,000	1,000	1,000	
POC Flanged into FS min 24" aff room by this sub - 1/FP-02	Included	Included	Included	Included	Included	
Gas						
NOT SHOWN on Site Utility Plan C-401,402,403,404	Included	Included	Included	Included	Included	
Gas Lines per Plumbing Sheets	Included	Included	Included	Included	Included	
Connect to existing Gas Line onsite - Not Shown	See Allowance	See Allowance	See Allowance	See Allowance	See Allowance	
TOTALS	228,861	325,112	212,022	210,055	256,632	0
Recommendation:	Amount					
Sam Hill & Sons	210,055					

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Ana DeGenna

Date of Meeting: 8/22/18

- A. Preliminary _____
Study Session: _____
- B. Hearing: _____
- C. Consent Agenda X Agreement Category:
 X Academic
 ____ Enrichment
 ____ Special Education
 ____ Support Services
 ____ Personnel
 ____ Legal
 ____ Facilities
- D. Action Items _____
- E. Report/Discussion Items (no action) _____
- F. Board Policies 1st Reading _____ 2nd Reading _____

Approve: Out of State Conference – New York City, NY (DeGenna/Thomas)

The Board’s approval is requested for the Manager of Special Programs, Ginger Shea to attend the *National Afterschool Association Convention in New York City, NY on March 15-18, 2019*. Afterschool professionals and leaders of the community will collaborate for four days of networking, learning, and inspiration.

FISCAL IMPACT:

Not to exceed \$3,000.00 for registration, airfare, ground travel, lodging and meals to be paid from ASES funds.

RECOMMENDATION:

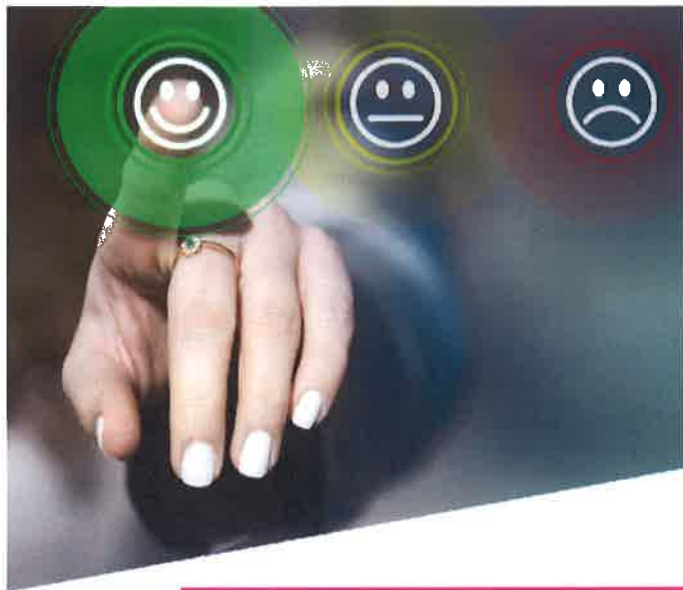
It is the recommendation of the Assistant Superintendent Educational Services and the Director Curriculum, Instruction and Accountability that the Board of Trustees approve the out-of-state conference attendance as outlined above.

ADDITIONAL MATERIAL: Conference schedule/information.

Convention

Schedule

SUNDAY, MARCH 18	MONDAY, MARCH 19	TUESDAY, MARCH 20	WEDNESDAY, MARCH 21
12:00pm-7:00pm Registration & Help Desk Open	7:00am-6:00pm Registration & Help Desk Open 10:00am-3:30pm Learning Expo Open	7:00am-4:30pm Registration & Help Desk Open 10:00am-2:00pm Learning Expo Open	8:00am-11:30am Registration & Help Desk Open
5:00pm-6:00pm Opening General Session	6:30am-7:30am Fitness	6:30am-7:30am Fitness	6:30am-7:30am Fitness
6:00pm-7:30pm Welcome Reception In Learning Expo	7:30am-9:30am Coffee by Workshops	7:30am-9:30am Coffee by Workshops	8:00am-8:30am Continental Breakfast In General Session
7:30pm-9:00pm State Meet-Ups	8:00am-10:15am Leader Unconference	8:00am-10:15am Leader Unconference	8:30am-10:00am General Session
	8:00am-9:00am Workshops 1	8:00am-9:00am Workshops 5	10:15am-11:15am Workshops 9
	9:15am-10:15am Workshops 2	9:15am-10:15am Workshops 6	10:15am-10:45am Spark Sessions 5
	10:15am-11:15am Coffee with Exhibitors In Learning Expo	10:15am-11:15am Coffee with Exhibitors In Learning Expo	11:00am-11:30am Spark Sessions 6
	11:30am-12:30pm General Session	11:30am-12:30pm General Session	
	12:30pm-2:00pm Lunch in Learning Expo	12:30pm-2:00pm Lunch in Learning Expo	
	2:00pm-4:30pm Intensive Sessions 1	2:00pm-4:30pm Intensive Sessions 2	
	2:00pm-3:00pm Workshops 3	2:00pm-3:00pm Workshops 7	
	3:15pm-4:15pm Workshops 4	3:15pm-4:15pm Workshops 8	
	3:15pm-3:45pm Spark Sessions 1	3:15pm-3:45pm Spark Sessions 3	
	4:00pm-4:30pm Spark Sessions 2	4:00pm-4:30pm Spark Sessions 4	
	4:45pm-6:00pm General Session	4:45pm-6:00pm Affinity Group and Other Meet-Ups	
	7:30pm-9:00pm Networking Event	6:30pm Out and About Atlanta	



For First Time Participants

As a first-time NAA Convention participant, you'll experience informative and varied professional development content, exhibits, and the best opportunities for networking with like-minded afterschool professionals.

YOU'RE OUR VIPS

Pick up your VIP Ribbon at registration, our opportunity to recognize you as a new member of the community.

PLAN TO PARTICIPATE TO THE FULLEST EXTENT.

Convention offers many exceptional learning opportunities in a variety of structures. If you're looking for quick takeaways at the end of the day, attend a Spark Session, 30-minute sessions that provide you with information you can use right away. The Learning Expo is filled with opportunities to learn about afterschool products and services.

GET THE MOST BANG FOR YOUR (OR YOUR ORGANIZATION'S) BUCK.

Set a few key goals for Convention and then plan tactics to meet those goals. Use the Convention App to plan your time and pick more than one workshop per block, so you have first and second workshop choices in case a room is overcrowded. Look through the exhibit section of the program identify exhibitors to engage with and plan a time to peruse the Learning Expo (make sure to give yourself plenty of time!).

TAKE ADVANTAGE OF THE AVAILABLE NETWORKING OPPORTUNITIES.

Prepare yourself with two or three questions to use as you network with others. Questions might pertain to an issue you've been experiencing or to a new initiative you have been considering. As you attend workshops, spark a discussion early by asking a focus question at your table group. Get ready to jot down all the insight and advice coming your way to use to when you get back home.

HAVE A SYSTEM FOR ORGANIZING YOUR THOUGHTS AND NOTES.

Use this book to organize your thoughts. Document the workshop title and presenter contact information, notes, and ideas gathered from the workshop that would benefit you and your colleagues. This format will help you retain information for reflection and implementation meetings and prevent you from becoming overwhelmed by the new concepts you're introduced to at Convention.

SCHEDULE REFLECTION TIME AND LET THE ENTHUSIASM DRIVE YOU.

Thinking and learning is abundant at #NAA18. Allow time each day to process your thoughts. Think about the most important things you learned or encountered. Determine the key takeaways and contacts. Plan immediate action items, put other ideas in a someday file, and then let the enthusiasm gained at the convention drive you toward your goals!

DOCUMENT YOUR TRAINING TIME.

Need documentation of your professional development hours? Use the certificate on pg.83 to track your participation.

This year, we've added even more opportunities to be inspired, to connect, to learn, and to share.

Intensive Sessions

A brand new session format this year: two-and-a-half hour intensive sessions! Take a "deep dive" into a topic with opportunities to explore further with more in-depth, hands-on active learning experiences. With a focus on leadership and professional development, these sessions are hosted by experienced trainers and leaders who will guide you through bold, brave, and brilliant content relevant to your work.

Leader Unconference

Hosted Monday and Tuesday from 8:00am-10:15am in Regency VI, these sessions put you in the driver's seat! Expert facilitators will provide materials and a framework for discussion, with leadership topics being determined by participants. Have a burning leadership issue you want to address? Looking for info that isn't provided in other sessions? Have something to share? Join the unconference to lead and participate in the content of your choice!

FACILITATORS:

Erica Daniels, Champions - KinderCare Education

Stacy Litteral, Kids' Country

Shawn Petty, Westat

Ben Trentelman, Utah Afterschool Network

Back By Popular Demand

This year, we've brought back some of your favorite – and our most popular – opportunities to connect with colleagues and explore new content.

Welcome Reception

Sunday, March 18, 6:00pm–7:30 pm
Learning Expo, Grand Hall

Join the Bold Party—the Learning Expo Welcome Reception. Branch out and meet NAA18 exhibitors and enjoy some tasty snacks and drinks! Your first drink is on us—use the drink ticket provided with your name badge.

Bonus General Session

Monday, March 19, 4:45pm–6:00pm
Grand Ballroom

Once again, Monday will host two general sessions: one in the morning and one in the afternoon. Come to the bonus general session for an interactive keynote by Erika Petrelli and Jason Barnaby!

Out and About Atlanta

On **Tuesday** evening, we encourage you to experience and explore the city of Atlanta. Enjoy shopping, dining, or strolling around to see the sights! Take a walk around downtown and check out popular attractions like the Georgia Aquarium, World of Coca-Cola, Center for Civil and Human Rights, Atlanta's Streetcar, and the College Football Hall of Fame. Or hop on MARTA, directly linked to our hotel, and enjoy adventures in nearby neighborhoods like Buckhead, Midtown, West Midtown, or the Old Fourth Ward.

Complimentary Meals

We are pleased to be able to provide complimentary lunch in the Learning Expo on both Monday and Tuesday. Come enjoy lunch and mingle with more than 100 knowledgeable exhibitors.

On Wednesday, we'll provide complimentary continental breakfast in the ballroom from 8:00am–8:30am.

Mother's Room

We appreciate all the new mothers who have traveled to be with us here at Convention. To assist nursing and pumping moms, we have reserved Williams for your use during Convention hours. Williams is located on the Atlanta Conference Center level and will be unlocked for your use during Convention.

Hotel Restaurant Discount

Show your name badge in the hotel for 10% discount in all the following Hyatt restaurants: Sway, 22 Storys, Market, Polaris, and Sway-To-Go (in room dining). Note: discount does not apply to alcoholic beverages.

Meet-ups

Catch up with others from your state on Sunday after 7:30pm or meet up based on interests or common themes on Tuesday after 4:45pm. Follow #NAA18 on Twitter or check the Information Board by the Registration Desk for planned events or take the lead and start your own by posting the topic and location of your meet-up and inviting people to meet you at a specified location.

Workshops

and Theme

LEAD THE CHARGE

BE BOLD.

BE BRAVE.

BE BRILLIANT.

#NAA18

Every day, afterschool professionals are leading the charge to educate youth, solve problems, and deliver exceptional learning experiences. You are bold, brave, and brilliant everyday – and we'll celebrate YOU throughout Convention! Lead the Charge is our nod to your requests for more workshops focused on developing leadership skills. We know you lead the charge everyday – and we're adding more content and speakers to help you find your own leadership style, and "level up" your skills.

You'll notice **bold colors** throughout Convention, and our Sunday night **bold party** in the General Session and afterwards in the Learning Expo.

Convention is our time to come together and connect, engage, and learn. We're here to develop a community and grow together. Within the 1,500 participants with whom you'll share the next four days, there's an incredible amount of knowledge, passion, and energy. We're here to take a break and invest in ourselves, for the benefit of those we serve.

NAA Convention is where afterschool professionals and leaders gather to get inspired, connected, learn, and share!

We seek to provide four days of networking, learning, and inspiration: special events, workshops, daily keynotes, and an interactive Learning Expo all designed to meet the needs of the developing professionals and emerging and current leaders of afterschool.

We hope you'll leave saying, "I've found my people!"

SESSION STRANDS

All programming – including Workshops, Spark Sessions, Intensive Sessions, and Exhibitor Workshops – fit within these four learning strands, aligned to NAA's Core Knowledge & Competencies (CKCs) for Afterschool and Youth Development Professionals.



Creating and Enhancing Experiences, Environments, and Engagement for Young People
(CKCs 1, 2, 3, 4, 5, 6)



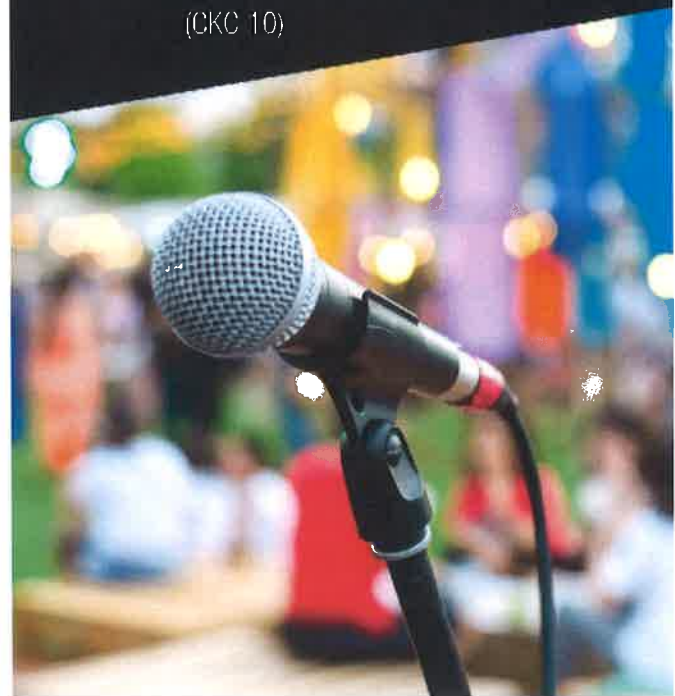
Partnerships with Purpose – Family, School, and Community Relationships
(CKC 7)



The Nuts and Bolts of Program and Professional Development
(CKCs 8, 9)



Developing Leaders and Advocating for Afterschool and the Profession
(CKC 10)



OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Ana DeGenna

Date of Meeting: 8/22/18

- A. Preliminary _____
Study Session: _____
- B. Hearing: _____
- C. Consent Agenda X Agreement Category:
 X Academic
 ____ Enrichment
 ____ Special Education
 ____ Support Services
 ____ Personnel
 ____ Legal
 ____ Facilities
- D. Action Items _____
- E. Report/Discussion Items (no action) _____
- F. Board Policies 1st Reading _____ 2nd Reading _____

Approve: Out of State Conference – Kansas City, Missouri (DeGenna/Thomas)

The Board’s approval is requested for the Manager of Special Programs, Ginger Shea to attend the *National Summer Learning Association Conference in Kansas City, Missouri on November 12-14, 2018*. Leaders from across the nation will collaborate, network, have interactive sessions and attend inspiring youth performances while attending the conference on summer learning and afterschool programs.

FISCAL IMPACT:

Not to exceed \$2,500.00 for registration, airfare, ground travel, lodging and meals to be paid from ASES funds.

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent Educational Services and the Director Curriculum, Instruction and Accountability that the Board of Trustees approve the out-of-state conference attendance as outlined above.

ADDITIONAL MATERIAL: Conference schedule/information.

National Conference

Summer Changes Everything™ 2018

The National Summer Learning Association's (NSLA) conference on summer learning and afterschool will be held in Kansas City, Missouri from November 12-14, 2018.

Do you believe smarter summers equal brighter futures? Join hundreds of out-of-school time leaders from across the nation through this three day convening of networking, interactive sessions, and inspiring youth performances.



Register by August 31 for the summer rate and save \$50.

Register Today (<https://ww2.eventrebels.com/er/Registration/StepRegInfo.jsp?ActivityID=24064&StepNumber=1>)

Add to Calendar (<https://drive.google.com/open?id=1ZbPXytG1JoSwKBBW4SDJ2ilQL1E9oGNd>)

Sponsorship Opportunities (<http://www.summerlearning.org/wp-content/uploads/pdf/Summer-Changes-Everything>)

Exhibitor Contract (http://www.summerlearning.org/wp-content/uploads/pdf/NSLA_2018-Natl-Conf_ExhibitorCont)

Exhibitor Floorplan (<https://imgsvr.eventrebels.com/ERImg/02/40/96/NSLA2018exhibitfloorplan.pdf>)

Tier	Pricing	Training Title	Pricing
Early Bird (January 2 – May 31)	\$475	Morning Session	\$250
Summer Rate (June 1 – August 31)	\$525	Summer Starts in September: Your ULTIMATE Program Planning Guide	
Regular Rate (September 1 – November 10)	\$575	Afternoon Session	\$250
Onsite Registration	\$625	Summer Starts in September Special Topics (Topic Coming Soon)	
1-Day Conference Registration	\$395	Both Sessions	\$395

Register Today (<https://ww2.eventrebels.com/er/Registration/StepRegInfo.jsp?ActivityID=24064&StepNumber=1>)

Register Today (<https://ww2.eventrebels.com/er/Registration/StepRegInfo.jsp?ActivityID=24064&StepNumber=1>)

See Full Schedule of Events (<https://www.summerlearning.org/national-conference/schedule-of-events/>)

See Descriptions of Pre-Conference Training Institutes (<https://www.summerlearning.org/national-conference/schedule-of-events/>)

Follow NSLA

Follow NSLA on Facebook, Twitter and LinkedIn and subscribe to the Summer Times eBulletin to keep updated on the 2018 Summer Changes Everything™ conference.

Facebook (<https://www.facebook.com/SmarterSummers/>)

Twitter (<https://twitter.com/summerlearning>)

LinkedIn (<https://www.linkedin.com/company/national-summer-learning-association>)

Subscribe to the Summer Times (/newsletter-sign-up/)

Conference Schedule of Events

*This schedule is subject to change.

Monday, Nov. 12, 2018

(Pre-Conference)
 (<http://www.summerlearning.org/national-conference/pre-conference-training/>)

7:30 AM – 8:30 AM
 Registration and Light Breakfast for Pre-Conference Attendees

8:30 AM – 4:30 PM
 Horizons National Affiliate Meeting

8:30 AM – 12:00 PM
 Pre-Conference Training Institute | Summer Starts in September: Your Ultimate Planning Guide (additional fee)

12:00 PM – 1:30 PM
 Registration and Lunch for Pre-Conference Attendees (attend both training institutes)

12:00 PM – 4:00 PM
 Exhibitor Set-Up

1:30 PM – 5:00 PM
 Pre-Conference Training Institute | Summer Starts in September Special Topics: Recruitment, Retention, and Results! (additional fee)

4:30 PM – 5:00 PM
 First Timers Meet and Greet

Tuesday, Nov. 13, 2018

7:30 AM – 8:30 AM
 Registration and Light Breakfast

8:30 AM – 10:00 AM
 Opening General Session

10:15 AM – 11:30 AM
 Concurrent Breakouts

11:30 AM – 12:45 PM
 Lunch & Exhibit Break

12:45 PM – 3:30 PM
 Concurrent Breakouts

3:45 PM – 5:00 PM
 Youth Sparks General Session
 Featuring Kansas City Young Audiences

Register Today! (<https://www.eventbrite.com/registration/stepreginfo.jspx>)

Wednesday, Nov. 14, 2018

7:30 AM – 8:30 AM
 Registration and Light Breakfast

8:30 AM – 9:45 AM
 Plenary Session

10:00 AM – 11:15 AM
 Concurrent Breakouts

10:00 AM – 11:15 AM
 Research Symposium Plenary

11:15 AM – 12:15 PM
 Lunch & Exhibit Break

12:15 PM – 1:30 PM
 Concurrent Breakouts

12:15 PM – 1:30 PM
 Research Symposium Concurrent Breakouts

1:45 PM – 2:45 PM
 Closing Keynote Address

2:45 PM – 3:30 PM
 Book Signing and Closing Reception

[Return to Conference Home Page \(http://www.summerlearning.org/national-conference/schedule-of-events/\)](#)

*This schedule is subject to change.

OSD BOARD AGENDA ITEM

Name of Contributor: **Dr. Jesus Vaca/Shristie Nair**

Date of Meeting: **August 22, 2018**

- A. Preliminary _____
Study Session _____
Report _____
- B. Hearing: _____
- C. Consent Agenda X
Agreement Category:
_____ Academic
_____ Enrichment
_____ Special Education
_____ Support Services
_____ Personnel
_____ Legal
_____ Facilities
- D. Action Items _____
- E. Approval of Minutes _____
- F. Board Policies 1st Reading _____ 2nd Reading _____

Personnel Actions (Vaca/Nair)

The attached are recommended Personnel Actions presented to the Board of Trustees for consideration. The salary placement for the individuals employed will be in accordance with the salary regulations of the District. Personnel Actions include: new hires, transfers, pay changes, layoffs, recall from layoffs, resignations, retirements, authorizations, and leaves of absence.

FISCAL IMPACT:

N/A

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Human Resources & Support Services and the Director, Classified Human Resources, that the Board of Trustees approve the Personnel Actions, as presented.

ADDITIONAL MATERIAL:

- Classified Personnel Actions (two pages)
- Certificated Personnel Actions (two pages)

CLASSIFIED PERSONNEL ACTIONS

August 22, 2018

New Hire

Castaneda, Kenyn L	Health Assistant, Position #8436 Pupil Services 5.75 hrs./183 days	08/14/2018
Delsi, Randy M	Child Nutrition Worker, Position #92 Driffill 5.0 hrs./185 days	08/14/2018
Hernandez, Susana B	Health Assistant, Position #8437 Pupil Services 5.75 hrs./183 days	08/14/2018
Jimenez-Villegas, Alfonsina	Child Nutrition Worker, Position #2057 Itinerant 5.0 hrs./185 days	08/14/2018
Tinoco, Rodolfo	Child Nutrition Worker, Position #6409 Itinerant 5.0 hrs./185 days	08/14/2018

Limited Term

Cisneros, Elidia	Clerical	08/03/2018
Lemos, Marissa S	Child Nutrition Worker	08/14/2018
Pulido, Daniel M	Paraeducator	08/07/2018
Sanchez, Johana S	Preschool Assistant	08/01/2018
Watson-Williams, Anjalate D	Child Nutrition Worker	08/14/2018
Ybarra, Patrice M	Child Nutrition Worker	08/14/2018

Promotion

Contreras, Luis A	Grounds Equipment Operator, Position #1371 Facilities 8.0 hrs./246 days Grounds Maintenance Worker I, Position #381 Facilities 8.0 hrs./246 days	08/06/2018
Diaz, Randy A	Lead Custodian, Position #1452 Ramona 8.0 hrs./246 days Custodian, Position #23 McKinna 8.0 hrs./246 days	08/08/2018

Transfer

Aguilar, Estella E	Child Nutrition Worker, Position #1835 Elm 5.0 hrs./185 days Child Nutrition Worker, Position #2839 Elm 5.0 hrs./185 days	08/14/2018
Aspera, Ivan H	Custodian, Position #2539 Chavez 8.0 hrs./246 days Custodian, Position #533 Chavez 8.0 hrs./246 days	07/30/2018
Brogdon, Susan	Child Nutrition Worker, Position #2153 Kamala 5.0 hrs./185 days Child Nutrition Worker, Position #6627 Itinerant 5.0 hrs./185 days	08/14/2018
Cachu, Blanca	Child Nutrition Worker, Position #2790 Brekke 5.5 hrs./185 days Child Nutrition Worker, Position #1827 Ramona 5.5 hrs./185 days	08/14/2018
Cortez, Silvia G	Child Nutrition Worker, Position #2138 Kamala 5.5 hrs./185 days Child Nutrition Worker, Position #2054 Kamala 5.0 hrs./185 days	08/14/2018

Transfer continued

Ortega, Benjamin	Site Technology Technician, Position #2503 Chavez 8.0 hrs./246 days	08/08/2018
	Site Technology Technician, Position #2946 Frank 5.0 hrs./246 days	
Romero, Antonio	Lead Custodian, Position #868 Harrington 8.0hrs./246 days	08/06/2018
	Lead Custodian, Position #1029 Driffill 8.0 hrs./246 days	
Romero, Samantha	Child Nutrition Worker, Position #2249 Haydock 5.0 hrs./185 days	08/14/2018
	Child Nutrition Worker, Position #5386 Harrington 3.0 hrs./185 days	
Salas, Benito M	Custodian, Position #1490 Lemonwood 8.0 hrs./246 days	08/06/2018
	Custodian, Position #6673 Elm 4.0 hrs./246 days	
Sanchez Oviedo, Maria L	Child Nutrition Worker, Position #2852 Harrington 5.0 hrs./185 days	08/14/2018
	Child Nutrition Worker, Position #389 Brekke 4.5 hrs./185 days	
Wileman, Sandra L	Child Nutrition Cafeteria Coordinator, Position #375 McKinna 8.0 hrs./189 days	08/13/2018
	Child Nutrition Cafeteria Coordinator, Position #281 McAulilffe 8.0 hrs./189 days	

In Lieu of Layoff

Barron, Alejandro	Office Assistant II, Position #6447 Fremont 8.0 hrs./203 days	08/06/2018
	Office Assistant II, Position #5424 Driffill 5.0 hrs./192 days	

Leave of Absence

Delgado, Daniela T	Paraeducator III, Position #1956 Special Education 5.75 hrs./183 days	08/27/2018-01/07/2019 (Mondays only)
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Resignation

Balangué, Allan P	Library Media Technician, Position #1849 Elm 5.0 hrs./190 days	07/31/2018
Bruce, Elizabeth M	Paraeducator III, Position #2142 Special Education 5.75 hrs./183 days	07/26/2018
Cabrera, Karina H	Intermediate School Secretary, Position #1503 Fremont 8.0 hrs./192 days	08/05/2018
Hubb, Angela	Health Care Technician, Position #7115 Pupil Services 7.0 hrs./183 days	08/06/2018
MacDonald, Amanda M	Paraeducator I, Position #7167 Brekke 4.10 hrs./183 days	08/13/2018
Pulido, Daniel M	Paraeducator III, Position #2683 Special Education 5.75 hrs./183 days	08/06/2018
Valerio, Marisa S	Child Nutrition Worker, Position #2140 Curren 5.0 hrs./185 days	04/16/2018

CERTIFICATED PERSONNEL ACTIONS

Listed below are recommended Certificated Personnel Actions presented to the Board of Trustees for consideration. The salaries for the individuals employed will be determined, in accordance with the salary regulations of the District.

New Hires

Alvarado, Armando	Teacher, Multiple Subject	08/14/2018
Boyko, Ruth	Teacher, SPED M/S	08/14/2018
Gonzalez-Taylor, Amelia	Teacher, Multiple Subject	08/14/2018
Hatch, Liza	Teacher, Multiple Subject	08/14/2018
Hess, Alec	Teacher, Math	08/14/2018
Leverence, Sarah	Speech Therapist	08/14/2018
Mendoza, Alison	Teacher, Spanish	08/14/2018
Price, Patrick	Teacher, Science	08/14/2018
Richey, ErinLeigh	Teacher, SPED M/M	08/14/2018

Archuleta, Jamie	Substitute Teacher	2018/2019 School Year
Centeno, Raquel	Substitute Teacher	2018/2019 School Year
Johnston, Lorena	Substitute Teacher	2018/2019 School Year
Rodriguez, Diana	Substitute Teacher	2018/2019 School Year

Resignation

Guerena, Eduardo	Assistant Principal	08/06/2018
Rabjohn, Lauren	Psychologist	08/24/2018

Leave of Absence

Gambhir, Renu	Teacher	2018/2019
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August 22, 2018

ANNUAL TEACHER ASSIGNMENT REPORT
PURSUANT TO EDUCATION CODES 44256 (b) AND 44258.2
2018/2019

Pursuant to Education codes 44256 (b) and 44258.2, the Board of Trustees each year must authorize/approve those teachers who are teaching outside their credential authorization. An explanation of the education code and list of teachers affected are as follows:

Education Code 44256 (b) allows the holder of a multiple subject or a standard elementary teaching credential to teach any subject in departmentalized classes with 12 semester units, or 6 upper division units, in the subject to be taught (Grades K-8).

Name

Subject

Hess, Alec

Math

OSD BOARD AGENDA ITEM

Name of Contributor: **Dr. Jesus Vaca**

Date of Meeting: **August 22, 2018**

- A. Preliminary _____
Study Session _____
Report _____
- B. Hearing: _____
- C. Consent Agenda _____
Agreement Category: _____
- D. Action Items X
- E. Approval of Minutes _____
- F. Board Policies 1st Reading _____ 2nd Reading _____

Approval of the Variable Term Waiver for a Provisional Internship Permit Authorization in Physical Education for Andrew Browning (Vaca)

The District is recommending that the Board of Trustees approve this action item for the *Variable Term Waiver* for a provisional internship permit authorization in Physical Education, as described under Education Code: Title 5 80021.1 for **Andrew Browning** to serve as a Physical Education teacher at Kamala Elementary School for the 2018/19 school year beginning August 14, 2018, while he is working towards entering an internship program.

FISCAL IMPACT:

N/A

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent of Human Resources that the Board of Trustees approve the Variable Term Waiver for a provisional internship permit authorization in Physical Education for Andrew Browning, as presented.

ADDITIONAL MATERIAL:

None

DISTRICT GOAL(S):

District Goal One: All students will achieve high academic standards in a nurturing, creative and technology rich learning environment that prepares students for college and career opportunities.

OSD BOARD AGENDA ITEM

Name of Contributor: **Dr. Jesus Vaca**

Date of Meeting: **August 22, 2018**

- A. Preliminary _____
Study Session _____
Report _____
- B. Hearing: _____
- C. Consent Agenda _____
Agreement Category: _____
- D. Action Items X _____
- E. Approval of Minutes _____
- F. Board Policies 1st Reading _____ 2nd Reading _____

Approval of the Variable Term Waiver for a Provisional Internship Permit (PIP) Authorization in Special Education for Lauren Nales (Vaca)

There is a current shortage of Special Education teachers in the State of California. The District is recommending that the Board of Trustees approve this action item for the *Variable Term Waiver* for a provisional internship permit authorization in Special Education, as described under Education Code: Title 5 80021.1, for **Lauren Nales** to serve as a Special Education M/M teacher at Marshall/Ritchen Elementary School for the 2018/19 school year beginning August 14, 2018, while she is working towards entering an internship program.

FISCAL IMPACT:

N/A

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent of Human Resources that the Board of Trustees approve the Variable Term Waiver for a provisional internship permit authorization in Special Education M/M for Lauren Nales, as presented.

ADDITIONAL MATERIAL:

None

DISTRICT GOAL(S):

District Goal One: All students will achieve high academic standards in a nurturing, creative and technology rich learning environment that prepares students for college and career opportunities.

Regular Board Meeting
April 19, 2017

The Board of Trustees of the Oxnard School District met in regular session at 5:00 p.m. on Wednesday, April 19, 2017, at the Educational Service Center.

CALL TO ORDER

A roll call of the Board was conducted. Present were President Ernest “Mo” Morrison and Trustees, Debra M. Cordes, Denis O’Leary, Veronica Robles-Solis and Monica Madrigal Lopez. Staff members present were District Superintendent Dr. Cesar Morales, Deputy Superintendent Lisa Cline and Assistant Superintendents Robin Freeman and Dr. Jesus Vaca, and executive assistant Sylvia Carabajal.

ROLL CALL

Isabella Molina, 4th grader student at McAuliffe School, in Ms. Kay Grayson’s class, led the audience in the Pledge of Allegiance.

PLEDGE OF ALLEGIANCE

Fred Kobina Koranchi Arthur, 4th grader in Ms. Kay Grayson’s class, read the District’s Vision and Mission Statements in English, and Alyssa Ruiz, 3rd grader in Ms. Holly Yarborough’s read them in Spanish.

DISTRICT’S VISION AND MISSION STATEMENTS

Dr. Andres Duran, principal at McAuliffe School Academy of STEAM, provided a presentation regarding Color Run 04-19-17.

PRESENTATION BY MCAULIFFE SCHOOL ACADEMY OF STEAM

President Morrison thanked the students, parents and staff for participating in the board meeting.

The Board of Trustees recognized students that were present at the board meeting who had read one million words with a t-shirt that saying “I read 1,000,000 words, what’s your super power?”

RECOGNITION OF OXNARD SCHOOL DISTRICT’S MILLION WORD READERS

A.6 Changes to the agenda were noted:

- Moved C.2, Support Services Agreement #16-123 with Generation Ready Inc. to Action item D.4

ADOPTION OF THE AGENDA

On motion by Trustee Robles-Solis seconded by Trustee Cordes and carried on a roll call vote of 5-0; the Board adopted the agenda, as amended.

A.7 Dr. Ana DeGenna, Director of Dual Programs introduced Ms.Karen Beeman from The Center for Teaching Biliteracy.

STUDY SESSION THE CENTER FOR TEACHING FOR BILITERACY

Ms. Karen Beeman, shared updates in the field and the implications they may have in Oxnard. Dr. DeGenna explained the year plans for the bilingual programs and professional training.

The Board thanked Dr. De Genna and Ms. Karen Beeman for the presentation and updates.

A.8 Ms. Robin Freeman, Assistant Superintendent, Educational Services gave an updated report on the District's Local Control Accountability Plan for the 2016-2017. Following a discussion, the board thanked Ms. Freeman for the presentation.

STUDY SESSION
LOCAL CONTROL
ACCOUNTABILITY
PLAN UPDATE

ANNOUNCEMENTS PRIOR TO CLOSED SESSION April 19, 2017:

After any public comments on the Closed Session agenda items, the Board will be recessing to Closed Session to consider the following:

A.9 No one addressed the Board of Trustees during closed session public comment.

PUBLIC COMMENT
CLOSED SESSION

Firstly, for CONFERENCE WITH LEGAL COUNSEL under *Government Code*, Section 54956.9:

- ANTICIPATED LITIGATION – one (1) case
- EXISTING LITIGATIONS: two (2 cases)
 - Office of Administrative Services Case No: 2016100069, 2016091095 and 2016100054

Secondly, REMOVAL/SUSPENSION/EXPULSION OF STUDENTS (Education Code 48912; 20 U.S.C. Section 1232g)

- Case No. 16-09 (Action Item)
- Case No. 16-10 (Action Item)
- Case No. 16-11 (Action Item)
- Case No. 16-13 (Action Item)

Thirdly, for CONFERENCE WITH LABOR NEGOTIATORS under *Government Code*, Sections 54957.6 and 3549.1.

The District negotiator is the Assistant Superintendent, Human Resources & Support Services and the employee organizations are OEA, OSSA, CSEA; and all unrepresented personnel – administrators, classified management, confidential.

Fourthly, for CONFERENCE WITH REAL PROPERTY NEGOTIATORS under *Government Code*, Section 54956.8:

- Property: Parcel located on Teal Club Road, North of Teal Club Road, South of Doris Avenue; Agency Negotiators: Superintendent/Deputy Superintendent, Business & Fiscal Services/Garcia Hernandez & Sawhney, LLP/Caldwell Flores Winters, Inc.

Finally, under *Government Code*, Section 54957 and *Education Code*, Section 44943:

- PUBLIC EMPLOYEE(S) DISCIPLINE/DISMISSAL/RELEASE
- PUBLIC EMPLOYEE(S) REASSIGNMENT/APPOINTMENT
- PUBLIC EMPLOYEE(S) EVALUATION: Principals

Trustees convened to closed session at 6:18 p.m. until approximately 7:06 p.m. to discuss items on the closed session agenda.

CLOSED SESSION

President Morrison reported the Board would be returning to closed

REPORT ON CLOSED
SESSION

session after the regular board meeting to complete the items on the closed session agenda.

A.13 The Board of Trustees recognized students that were present at the board meeting who had read one million or more words with a t-shirt that stating “I read 1,000,000 words, what’s your super power?”.

RECOGNITION OF
OXNARD SCHOOL
DISTRICT’S MILLION
WORD READERS

A.14 Ms. Lisa Cline, Deputy Superintendent, Business & Fiscal Services, introduced Mr. Crittenden Ward, Chairperson for the Measure R Bond Oversight Committee provided the 2016 Annual Report. Thanked Lisa Cline and Lydia Garcia for their services.

MEASURE R BOND
OVERSIGHT
COMMITTEE ANNUAL
REPORT

B.1 Clerk Cordes read the Rules for Individual Presentations in English and in Spanish.

RULES FOR
PRESENTATIONS

The following individual addressed the Board of Trustees:

PUBLIC COMMENT

- Kevelene Jefferson, 8 RJ Frank Middle School speech on sleep. Waking up at a later time. Teenagers to start school later do better.
- 8:25 p.m. Kristen Storey, start at 7:45 a.m. at RJ Frank, sleep deprivation
- Man Koch concerned parent, 50% of students, PE is not met. Processed food that is served to students. Shared what was available from the food cart today. CNS has been notified.
- 8:34 Oswald Lopez, 6th grade Math teacher – provide you a gift from the Gods, you promised water hydration systems at every school, ban plastic use, offered metal spoons and forks, containers for chips, Styrofoam trays. Requesting you to be leaders. Compostable trays. Sink wash stations.
- 8:42 Trustee Debra Cordes, Oxnard O Sister City, 50 years relationship, service project with our community, in December we gave gift cards to give to family. Today they are giving a \$5.00 certificate that Principals can give to students as they see fit.
- Carol Flores Beck shared a cover photo of the City of Oxnard magazine.

B.2 Ms. Lisa Cline, Deputy Superintendent, Business & Fiscal Services, Todd Stanford, presented the Preliminary Environmental assessment (PEA), an evaluation of a site history to identify issues or conditions that would rise environmental concerns or impairments that might impact the future intended use. Results of the analysis determined the use of the property as a school site does not warrant additional mitigation or protective measures for students, site or construction workers. Recommendation is to establish a land use agreement and move forward with the required soil management plan.

PUBLIC HEARING –
DORIS/PATTERSON
DRAFT PRELIMINARY
ENVIRONMENTAL
ASSESSMENT (PEA)

No comments were received.

B.3 Ms. Lisa Cline, Deputy Superintendent, Business & Fiscal Services,
Mr. Larry Frechan, Cooperative Strategies llc. Adjustment of Level 2 fees.
New fee proposed \$3.71/square feet considering increases in construction cost, land
cost and the slight decline of number of kids in school.
No comments were received.
Approved on motion by Trustee Cordes seconded by Trustee O’Leary and called on
a roll call vote 5-0

PUBLIC HEARING –
ADOPTION OF
RESOLUTION #16-29
APPROVING A SCHOOL
FACILITIES
NEEDSANALYSIS,
ADOPTING
ALTERNATIVE SCHOOL
FACILITIES FEES IN
COMPLIANCE WITH
GOVERNMENT CODE
SECTIONS 65995.5,
65995.6, & 65995.7 AND
SECTION 17620 OF THE
EDUCATION CODE AND
MAKING RELATED
FINDINGS AND
DETERMINATIONS
(Motion #16-111)

B.4 Ms. Lisa Cline, Deputy Superintendent, Business & Fiscal Services,
Mr. Angel Loyola, Cumming Construction Management
HVAC services design and build for Fremont, Frank, Rose Avenue, San Miguel
No comments were received.
Approved on motion by Trustee O’Leary seconded by Trustee Robles Solis and
called on a roll call vote 5-0

PUBLIC HEARING
ADOPTION OF
RESOLUTION #16-27
AND APPROVAL OF
AGREEMENT #16-254
WITH EMCOR
SERVICES MESA
ENERGY SYSTEMS
INC., FOR HVAC
DESIGN BUILD
SERVICES – PROP 39
(Motion #16-112)

B.5 Ms. Lisa Cline, Deputy Superintendent, Business & Fiscal Services,
Mr. Angel Loyola, Cumming Construction Management
Lighting retrofit services 21 total, 19 schools; 2 for facilities and transportation.
No comments were received.
Approved on motion by Trustee O’Leary seconded by Trustee Cordes and called on
a roll call vote 5-0

PUBLIC HEARING
ADOPTION OF
RESOLUTION #16-28
AND APPROVAL OF
AGREEMENT #16-255
WITH REGREEN INC,
FOR
LIGHTINGRETROFIT
SERVICES – PROP 39
(Motion #16-113)

The following items on the consent agenda were approved on motion by Trustee Robles-Solis seconded by Trustee O’Leary, and carried on a roll call vote of 5-0, as (presented or amended).

CONSENT AGENDA
(Motion #16-114)

C.1 Accepted the following gifts:

(Acceptance of Gifts)

- From Oxnard Educators Association, a donation of \$1,000.00 to purchase new books for each school library in the Oxnard School District in honor of Read Across America 2017.

C.2 Approved the following agreements:

(Approval of
Agreements)

Enrichment:

- #16-250 with Oxnard Performing Arts & Convention Center, for the use of facilities for the “Haydock Academy of Arts & Sciences Spring Showcase 2017”, June 8, 2017; amount not to exceed \$1,513.00, to be paid with School Site Funds – Targeted;
- #16-251 with Art Trek Inc., to provide one (1) instructor to provide enrichment to two (2) groups of 25 students on Saturdays, and provide professional development for the pilot summer school program during the Summer 2017; amount not to exceed \$20,000.00, to be paid with Title I Funds;
- #16-253 with Mad Science of Los Angeles, to provide enrichment activities to students participating in the Saturday Enrichment and Pilot Summer School Program; amount not to exceed \$216,000.00, to be paid with Title I Funds;
- #16-258 with Mad Science of Los Angeles, to provide four (4) Physical Science assemblies to students at Ritchen School; amount not to exceed \$1,700.00, to be paid with Site Allocated General Funds – Non-Targeted;
- #16-259 with Oxnard College for use of facilities for Lemonwood School’s 8th grade promotion ceremony on Wednesday, June 14, 2017 at 12:00 p.m.; amount not to exceed \$505.00, to be paid with General Funds.

Special Education:

- Amendment #1 to Agreement #16-163 with Dr. Carren J. Stika, to provide Independent Education Evaluator Services for the Special Education Department during the 2016-17 school year, in the amount not to exceed \$6,000.00; Amendment #1 is to cover an increase in services for \$24,000.00, for a total cost of \$30,000.00, to be paid with Special Education Funds;
- Amendment #2 to Agreement #16-71 with STAR of CA, ERA ED, to provide classroom support and 1 on 1 behavior therapists for identified students for the 2016-2017 school year, amount not to exceed \$120,000.00; Amendment #1 was for \$60,000.00; Amendment #2 is to increase funding in the amount of \$204,100.00; \$200,000.00 to be paid with Special Education Funds, and \$4,100.00 to be paid with MAA Funds; for a total cost of \$384,100.00.

Support Services:

- Addendum #2 to Agreement #14-05 with School Innovations & Achievement, to provide A2A services and software for each school site for the period of July 1, 2014 through June 30, 2017, in the amount not to exceed \$233,400.00; Addendum #1 was to provide services and software regarding the Achievement Initiative Data Release at no additional cost; Addendum #2 is to provide services and software for Chronic Absence Letters, not to exceed \$6,800.00, for a total annual cost for 2016-17 of \$84,600.00, to be paid with General Funds and MAA Funds;

- Amendment #1 to Agreement #16-52 with American Language Services, to provide translation/interpreting services for parents who speak a language other than English or Spanish for parent conferences and meetings in the amount of \$5,000.00; Amendment #1 is to increase services in the amount of \$10,000.00, for a total cost of \$15,000.00, to be paid with Title I Funds.
- Moved to D.4; Amendment #1 to Agreement #16-123 with Generation Ready Inc., to provide Cultural Proficiency training districtwide, September 22, 2016 through June 30, 2017; original cost was \$137,000.00; Amendment #1 is for \$20,000.00, for a total cost of \$157,000.00; to be paid with Title II Funds.

C.3 Ratified the following agreements:

(Ratification of Agreements)

Special Education:

- #16-252 with Ventura County Office of Education, to provide exceptional services to special education students JW080310 and AD091102 that consist of support from Special Circumstances Paraeducators (SCP's), for the 2016-2017 school year, including Extended School Year; amount not to exceed \$22,367.60, to be paid with Special Education Funds;
- #16-256 with Lindamood-Bell Learning Processes, to provide 1:1 sensory-cognitive instruction services during the 2016-2017 school year; amount not to exceed \$100,000.00, to be paid with Special Education Funds;
- #16-260 with MyTherapyCompany, LLC, to provide supplemental staffing services including Speech Language Pathologist, Speech Language Pathologist Assistant, Occupational Therapist and School Psychologist, April 17, 2017 through July 30, 2017; amount not to exceed \$25,000.00, to be paid with Special Education Funds;
- #16-261 with Therapy Travelers, to provide supplemental staffing services including Speech Language Pathologist, Speech Language Pathologist Assistant, Occupational Therapist and School Psychologist; amount not to exceed \$58,000.00, to be paid with Special Education Funds.

Support Services:

- #16-257 with Ventura County Office of Education, to provide increased school stability for Foster Youth in Ventura County, January 1, 2017 through June 30, 2017; amount not to exceed \$10,000.00, to be paid with Title I Funds.

C.4 Approved request for Evelyn Cacho, 7th grade student at Curren School, to attend the California Migrant Education Program Annual State Speech and Debate Tournament in Bakersfield, California, May 5 – 7, 2017, at no cost to the District, VCOE will cover the cost of meals, travel and lodging.

(Approval for Request to Attend Migrant Speech and Debate Tournament and Overnight Fieldtrip – Bakersfield, CA)

C.5 Approved request for five or six, 6th and 7th grade students to attend an overnight field trip to the Monterey Bay Aquarium as part of the Ocean Plastic Pollution Summit, April 29, 2017; amount not to exceed \$2,000.00 for travel costs and food, to be paid from Discretionary Funds.

(Approval of Overnight Field Trip to Monterey Bay Aquarium – Fremont Academy of Environmental Sciences & Innovative Design)

C.6 Approved request for twenty-six (26) middle school educators to participate in Harvard University's Project Zero Classroom in Cambridge, Massachusetts, July 19th through July 23rd, 2017; amount not to exceed \$130,000.00 which includes

(Approval to Attend Out of State Training – Harvard)

- registration, airfare, hotel accommodations, ground transportation and meals, to be paid with OSD MSAP Grant Funds. University, Cambridge, Massachusetts)
- C.7 Approved request for Michael Chris Ridge, Director of Pupil Services, fourteen (14) Oxnard School District Educators and Staff Members, and Jeremy Resnick, Director at VCOE to participate in the 21st Annual Safe & Civil Schools National Conference in Portland, Oregon, July 16 – 20, 2017; amount not to exceed \$40,000.00, to be paid with CHAMPS/PBIS Funds and Site Funds. (Approval to Attend Out of State Conference – Portland, Oregon)
- C.8 Approved the 2016-17 Quarterly Report on Williams Uniform Complaints; third quarter, as presented. (Approval of the 2016-17 Quarterly Report on Williams Uniform Complaint; Third Quarter)
- C.9 Scheduled May 3, 2017 for the Public Hearing for OSSA and the District’s proposals. (Approval to Set Date for Public Hearing re: Sunshine of the Oxnard Supportive Services Association (OSSA) and the Oxnard School District’s (District) Initial Proposals for 2017-2018 Negotiations, Pursuant to Government Code Section 3547)
- C.10 Approved 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 Lease-Leaseback delivery method pursuant to Section 17406 of the California Education Code; amount not to exceed \$33,949.46, to be paid with the Master Construction and Implementation Funds. (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)
- C.11 Approved Work Authorization Letter #3 to Agreement #13-131 with Rincon Consultants Inc., to perform environmental support services for the Elm E.S. Reconstruction Project; amount not to exceed \$25,000.00, to be paid with the Master Construction and Implementation Funds. (Approval of WAL #3 for Master Agreement #13-131 for Rincon Consultants Inc., To Perform Environmental Support Services for the Elm E.S. Reconstruction Project)
- C.12 Approved WAL #3 for Master Agreement #13-154 with NV5 West Inc., to provide Design Phase Geotechnical Engineering Services for the McKinna E.S. reconstruction project; amount not to exceed \$22,400.00, to be paid with the Master Construct and Implementation Funds. (Approval of WAL #3 for Master Agreement #13-154 with NV5 West Inc., for Design Phase Geotechnical Engineering Services for the McKinna Elementary School Reconstruction Project)

- C.13 Approved Work Authorization Letter #4 to Agreement #13-126 with MNS Engineers Inc., to provide survey services for the McKinna E.S. Reconstruction Project; amount not to exceed \$31,285.00, to be paid with the Master Construction and Implementation Funds. (Approval of WAL #4 for Master Agreement #13-126 with MNS Engineers Inc., To Perform Survey Services for the McKinna E.S. Reconstruction Project)
- C.14 Approved WAL #004 to Agreement #13-131 with Rincon Consultants, Inc., to provide CEQA services for the McKinna E.S. Reconstruction Project; amount not to exceed \$2,967.00, to be paid with Master Construct and Implementation Program Funds. (Approval of WAL #004 for Master Agreement #13-131 with Rincon Consultants Inc., For CEQA Services for the McKinna Reconstruction Project)
- C.15 Approved Amendment #002 to Agreement #13-121 with SVA Architects, to provide additional architectural and engineering services for the Elm Reconstruction Project; amount not to exceed \$165,760.00, to be paid with Master Construct & Implementation Funds. (Approval of Amendment #002 to Agreement #13-121 for SVA Architects To Provide Additional Architectural Services for the Elm School Reconstruction Project)
- C.16 Approved Amendment #003 to Agreement #13-121 with SVA Architects, to provide additional architectural and engineering services for the Elm Reconstruction Project; amount not to exceed \$44,850.00, to be paid with Master Construct & Implementation Funds. (Approval of Amendment #003 to Agreement #13-121 for SVA Architects To Provide Additional Architectural Services for the Elm School Reconstruction Project)
- C.17 Approved Contractor Contingency Allocation No. 005 to Construction Services Agreement #15-198 with Swinerton Builders, for eleven (11) 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. (Approval of Dispersal NO. 005 from the Lemonwood E.S. Reconstruction Project’s Contractor Contingency for Payment of Additional Work Associated with the Project)
- Contractor Contingency Allocation No. 005 will be deducted from the Contractor Contingency line item of the GMP Construction Services Agreement, in the amount of \$ 64,379.60. 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. 005 will be \$257,918.35.
- C.18 Approved Field Contract #FC-P17-04232, Rose Avenue School TV Anchor Replacement, with David Atkin Construction Inc.; amount not to exceed \$20,757.00, to be paid with Deferred Maintenance Funds. (Approval of Field Contract #FC-P17-04232 – David Atkin Construction Inc.)

- | | | |
|------|--|---|
| C.19 | Approved the Notice of Completion and filing of such notice with the County Recorder's Office, for Bid #16-01, Harrington School Fence Project 2016 with Fence Factory. | (Approval of Notice of Completion, Harrington School Fence Project 2016, Bid #16-01) |
| C.20 | Approved the designations to the VCSSFA Board as follows: Representative – Lisa Cline, Deputy Superintendent, Business & Fiscal Services; and Alternate – Dr. Jesus Vaca, Assistant Superintendent, Human Resources & Support Services. | (Designation of Representative and Alternate to The Ventura County Schools Self-Funding Authority's Board of Directors) |
| C.21 | Declared the List of District Surplus Personal Property dated March 21, 2017 obsolete and approve its sale and/or disposal, as permitted by California Education Code §17546. | (Disposal of Surplus Personal Property) |
| C.22 | Approved Purchase Order/Draft Payment Report #16-08, as submitted. | (Purchase Order/Draft Payment Report #16-08) |
| C.23 | Accepted district's enrollment report for the month of March 2017. | (Enrollment Report) |
| C.24 | Adopted the Notice of Intention to Adopt Resolution of Necessity #16-26 and set the date of May 17, 2017 for a Public Hearing on the proposed Resolution. | (Adoption of Notice of Intention to Adopt The Proposed Resolution of Necessity #16-26 and Setting of Date For Public Hearing Pursuant to California Code of Civil Procedure Section 1245.235) |
| C.25 | Approved to designate the position of Executive Assistant to the Superintendent as a Senior Management position and adopt Resolution #16-32 in order to provide more flexibility in the hiring process. | (Designate The Position of Executive Assistant to the Superintendent – Senior Management and Adopt Resolution #16-32) |
| C.26 | Approved the new classification of job description for Instructional Materials Warehouse Attendant/Driver. | (Approve New Job Description for Instructional Materials Warehouse Attendant/Driver) |
| C.27 | Approved the establishment, abolishment, reduction or increase in hours for classified positions: | (Establish/Abolish/Reduce/Increase Hours of Positions) |
| | Established: | |
| | <ul style="list-style-type: none"> ▪ An eight-hour, 246 day District Translator, position number 8119, to be established in the Special Education department. This position will be established to provide additional support. ▪ A five hour and forty-five minute, 183 day Paraeducator II, position number 8106, to be established in the Special Education department. This position will be established to provide additional support. | |

- An eight-hour, 183 day Speech Language Pathology Assistant, position number 8166, to be established in the Special Education department. This position will be established to meet the speech caseloads at various school sites.
- An eight-hour, 183 day Speech Language Pathology Assistant, position number 8152, to be established in the Special Education department. This position will be established to meet the speech caseloads at various school sites.

Abolished:

- A five-hour, 183 day Paraeducator I Mixteco, position number 7229, to be abolished in the English Learner Services department. This position is no longer needed.
- A five-hour, 183 day Paraeducator I Mixteco, position number 7227, to be abolished in the English Learner Services department. This position is no longer needed.
- A five-hour, 183 day Paraeducator I, position number 7260, to be abolished in the English Learner Services department. This position will be abolished due to lack of work.
- A five and a half-hour, 183 day IA CELDT, position number 2435, to be abolished in the English Learner Services department. This position will be abolished due to lack of work.
- A five and a half-hour, 183 day IA CELDT, position number 2437, to be abolished in the English Learner Services department. This position will be abolished due to lack of work.
- A five and a half-hour, 183 day IA CELDT, position number 2440, to be abolished in the English Learner Services department. This position will be abolished due to lack of work.
- A five and a half-hour, 183 day IA CELDT, position number 2444, to be abolished in the English Learner Services department. This position will be abolished due to lack of work.
- A five and a half-hour, 183 day IA CELDT, position number 2445, to be abolished in the English Learner Services department. This position will be abolished due to lack of work.

Fiscal Impact:

Savings for Para I-\$21,937 General fund
 Savings for Para I-\$21,937 General fund
 Savings for Para I-\$21,937 General fund 26%, Title I 74%
 Savings for IA CELDT-\$24,127 General fund
 Savings for IA CELDT-\$24,127 General fund
 Savings for IA CELDT-\$24,127 General fund
 Savings for IA CELDT-\$24,127 General fund
 Savings for IA CELDT-\$24,127 General fund
 Cost for District Translator-\$70,234 Special Ed fund
 Cost for Para II-\$26,453 Special Ed fund
 Cost for Speech Language Pathology Assistant-\$61,565 Special Ed fund
 Cost for Speech Language Pathology Assistant-\$61,565 Special Ed fund

C28. Personnel Action: (Personnel Actions)
 The following certificated individuals to be employed in the capacities (CERTIFICATED)

and for the terms indicated, their salaries to be determined in accordance with salary regulations of the District.

<u>Name</u>	<u>Position</u>	<u>Effective Date</u>
<u>New Hires</u>		
Valencia, Yocelin	Teacher, 6 th grade Fremont	03/16/2017
Alfaro, Annette	Substitute Teacher	2016/2017 School Year
Alfaro, Coraima	Substitute Teacher	2016/2017 School Year
Arce, Carissa	Substitute Teacher	2016/2017 School Year
Braziel Honles, Rebecca	Substitute Teacher	2016/2017 School Year
Lehmann, Matthew	Substitute Teacher	2016/2017 School Year
Mares, Katherine	Substitute Teacher	2016/2017 School Year
McDuffie, Jill	Substitute Teacher	2016/2017 School Year
Young, Ty	Substitute Teacher	2016/2017 School Year

Intervention Services Provider (less than 20 hours per week not to exceed 75% or 135 days a year)

De la Torre, Irma	McKinna	03/13/2017
Mosby, Jovan	Frank	03/22/2017

Resignations

Hespenheide, Tania	Science Teacher, Frank	06/17/2017
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Retirement

Clingwald, William	RSP Teacher, Frank	06/16/2017
Miller, Carol	Teacher, Harrington	06/16/2017
Ratliff, Grace	Teacher, Kamala	06/16/2017

Leave of Absence

Melissa Rotunno	Teacher, Marshall	3/08/17 – 6/17/17
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The following classified individuals to be employed in the capacities and (CLASSIFIED) for the terms indicated, their salaries to be determined in accordance with salary regulations of the district, it being understood that substitute classified personnel and regular classified personnel performing substitute duties will be assigned by the administration and paid in accordance with salary regulations governing the specific assignment:

<u>Name</u>	<u>Position</u>	<u>Effective Date</u>
<u>New Hire</u>		
Barajas, Sabrina	Paraeducator II, Position #7239 Special Education 5.75 hrs./183 days	03/15/2017
Garcia Herrera, Lucrecia M.	Child Nutrition Worker, Position #2617 Child Nutrition 4.5 hrs./185 days	03/06/2017

Gutierrez, Sami	Intermediate School Secretary (B), Position #6244 Lemonwood 8.0 hrs./192 days	03/06/2017
Macias, Dayana	Paraeducator II (B), Position #7236 Special Education 5.75 hrs./183 days	03/22/2017
Menchaca, Nancy	Paraeducator II (B), Position #6734 Special Education 5.75 hrs./183 days	03/13/2017
Orejel, Luz	Paraeducator I (B), Position #7830 McKinna 5.0 hrs./183 days	03/27/2017
Ponder, Sean	Paraeducator III, Position #8038 Special Education 5.75 hrs./183 days	03/14/2017
Quezada, Alicia	Paraeducator I (B), Position #7226 McKinna 5.0 hrs./183 days	03/13/2017

Limited Term

Cobian Rosales, Cynthia	Paraeducator	03/17/2017
Lee, Claudia	Paraeducator	03/28/2017
Lopez Osornio, Diego	Paraeducator	03/20/2017
Miramontes, Eva	Child Nutrition Worker	02/27/2017
Moraga, Yvonne	Child Nutrition Worker	03/27/2017
Nares Cortez, Yuritzi	Paraeducator	03/21/2017
Raya Lopez, Melissa	Clerical	02/28/2017
Reyes, Melissa	Clerical	03/29/2016
Rivas Saucedo, Norberto	Custodian	02/15/2017
Robles, Gisel	Paraeducator	03/09/2017
Rodriguez, Joanna	Paraeducator	03/20/2017
Ryzow, Alexandra	Paraeducator	03/16/2017
Soria, Roxanne	Paraeducator	03/29/2017
Thai, Dinh	Paraeducator	03/16/2017
Wellwood, Caitlin	Paraeducator	03/20/2017

Exempt

Burciaga, Heracio	Campus Assistant	03/20/2017
Cortez, Angela	Campus Assistant	03/08/2017
Davalos, Lateafa	Campus Assistant	03/09/2017
Flores, Bianka	Campus Assistant	03/20/2017
Gutierrez, Jose	Campus Assistant	02/16/2017
Hernandez, Victor	Campus Assistant	03/17/2017
Higuera, Saul	Campus Assistant	03/17/2017
Lira, Gabriel	Campus Assistant	03/20/2017
Lopez, Gabriel	Campus Assistant	03/21/2017
Lopez, Leticia	Campus Assistant	03/17/2017
Peña, Luis	Campus Assistant	03/17/2017
Perez, Ismael	Campus Assistant	02/10/2017
Reyes, Raymond	Campus Assistant	03/21/2017
Salazar, Erika	Campus Assistant	03/03/2017
Soria, Roxanne	Campus Assistant	03/17/2017

Promotion

Garcia, Sergio	Lead Custodian, Position #2397 Soria 8.0 hrs./246 days	03/20/2017
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	Custodian, Position #1220 Brekke 8.0 hrs./246 days	
Vivanco, Regina	Paraeducator II (B), Position #7927 Special Education 5.75 hrs./183 days Paraeducator I (B), Position #7189 Ritchen 4.10 hrs./183 days	03/20/2017
<u>Transfer</u>		
Galvan, Yanixsa	Preschool Assistant (B), Position #443 McKinna 3.0 hrs./183 days Preschool Assistant (B), Position #2665 San Miguel 3.0 hrs./183 days	04/17/217
Salinas II, Marco	Bus Driver, Position #1439 Transportation 8.0 hrs./183 days Bus Driver, Position #1453 Transportation 6.0 hrs./183 days	04/17/2017
<u>Leave of Absence</u>		
Alegre, Loida	Instructional Assistant Physically Handicapped, Position #764 Special Education 5.5 hrs./183 days	02/22/2017-06/17/2017
Bruce, Elizabeth	Paraeducator III (B), Position #2142 Special Education 5.75 hrs./183 days	03/10/2017-06/15/2017
Rodriguez, Marcela	Child Nutrition Worker, Position #2848 Child Nutrition Services 5.5 hrs./185 days	02/06/17-04/14/2017
<u>Resignation</u>		
Kerissa, Hoda	Paraeducator I (B), Position #7267 McAuliffe 2.0 hrs./183 days	03/20/2017
<u>Retirement</u>		
Carabajal, Sylvia	Executive Assistant-Superintendent, Position #1856 Superintendent's Office 8.0 hrs./246 days	06/30/2017
Moreno, Maribel	Bus Driver, Position #1439 Transportation 8.0 hrs./183 days	03/24/2017
<u>Termination</u>		
9456	Paraeducator II, Position #2260 Special Education 5.75 hrs./183 days	03/07/2017

D.1 On motion by Trustee O'Leary, seconded by Trustee Robles-Solis and carried on a roll call vote of 5-0, the Board of Trustees approved the Study Sync ELA/ELD Curriculum for grades 6th through 8th. 6-8 ELA ADOPTION
(Motion #16-115)
Ms. Anna Thomas, Director of Curriculum, Instruction and Accountability provided a report on the process 6-8 ELA/ELD materials recommendation adoption approval. After evaluation and pilot, from teacher from all schools StudySync by McGraw Hill was recommended. After approval will create Professional Development training.

D.2 On motion by Trustee Cordes, seconded by Trustee O'Leary and carried on a roll call vote of 5-0; the Board of Trustees approved the Oxnard School District's compliance with the Cal200 settlement. PE MINUTES
COMPLIANCE Cal200
SETTLEMENT

(Motion #16-116)

Ms. Robin Freeman requested approval for the report provided in the last meeting with evidence of the schools' implementation of the 200 minutes every 10 days for PE.

D.3 On motion by Trustee Robles-Solis seconded by Trustee Cordes and carried on a roll call vote of 5-0; the Board of Trustees approved the conceptual site layout for the Doris/Patterson site.

APPROVAL OF
UPDATED
CONCEPTUAL SITE
DESIGN FOR THE
PROPOSED
DORIS/PATTERSON
SCHOOL SITE

Mr. Jeremy Cogan, CFW the Master Construct Program a plan for the Doris/Patterson, K-5, 6-8 and Administration Building. Scott Garnier, Flewelling & Moody Architect key CDE drop off and pick up, separation of each facilities and easy parking. Mr. Garnier indicated that there will be 3 or 4 milestones for approval.

(Motion #16-117)

D.4 On motion by Trustee Madrigal Lopez, seconded by Trustee Debra Cordes, and carried on a roll call vote of 5-0 the motion was approved following a discussion. Amendment #1 to Agreement #16-123 with Generation Ready Inc., to provide Cultural Proficiency training districtwide, September 22, 2016 through June 30, 2017; original cost was \$137,000.00, Amendment #1 is for \$20,000.00, for a total cost of \$157,000.00; to be paid with Title II Funds.

APPROVAL OF
AMENDMENT #1 TO
AGREEMENT #16-123
WITH GENERATION
READY INC.

(Motion #16-118)

Ms. Robin Freeman provided a general explanation of what is happening with Generation ready, how they worked last year with the schools and how they worked this year and their services. She mentioned some of their programs Leadership skills for LTEL students, Public speaking, Workshops with employees on cultural differences. Each site picked their workshop according to their needs. An initial package could be added in the future for new hires.

E.1 On motion by Trustee O'Leary, seconded by Trustee Madrigal Lopez, and carried on a roll call vote of 5-0; the Board of Trustees approved the minutes of regular board meetings of March 1, 2017, as submitted.

APPROVAL OF BOARD
MINUTES

(Motion #16-119)

F.1 The Board of Trustees reviewed the new and revised Board Policies, Administrative Regulations and Bylaws, as presented for a first reading:

FIRST READING OF
BOARD POLICIES,
ADMINSTRATIVE
REGULATIONS AND
BYLAWS

Revision AR 3460	Business and Noninstructional Operations FINANCIAL REPORTS AND ACCOUNTABILITY	Cline
Delete BP & AR 4112.24	Certificated Employees TEACHER QUALIFICATIONS UNDER THE NO CHILD LEFT BEHIND ACT	Vaca
Revision AR 5142.1	Students IDENTIFICATION AND REPORTING OF MISSING CHILDREN	Cline

G.1 Dr. Cesar Morales:

SUPERINTENDENT
ANNOUNCEMENTS

- Reported this Saturday Dr. Batista prompt DELAC and ELAC family USC Annual 159 families will be going district buses.
- Informed about April 29, 2017 Read Like a Superhero Day. This year it is with the City of Oxnard Library in 100 years anniversary, co-host with the Library. 11:30 – 3:00 partnerships with the City of Oxnard Leadership.
- Informed about Colleg. OUHSD June 2, 2017 Annual Children Literacy Fair. This year it is Dr. De Genna at Hueneme High School.
- Reported he contacted Dr. De Leon May 11, 2017 official STEAM Promise Pathway Signing Day 6:30 p.m. at Oxnard College by May 1, 2017 I need to notify them, glorious day.
- Reported that City of Oxnard Cultural Ingard Hardy maintains communication and positive relationship with the Recreation Department and Library.
- Reported that UFW local leader Roman Pinar works helping undocumented parents and students invited me to a brainstorming meeting what local can do.
- Superintendent Highlights – Ritchen School Robotic Team.

G.2 Ms. Monica Madrigal Lopez:

TRUSTEE
ANNOUNCEMENTS

- Congratulate Isabell singing beautifully, congratulated students from Curren and Franks.
- Reported attended Driffill Career Day, it was special and cool and he indicated he is looking forward to more.

Mrs. Veronica Robles-Solis:

- Reported that on March 28, Kamala McKinna she visited classrooms and visit Driffill & McAuliffe, she visited the after school programs, reported there is a lot going on like piano lab, painting.
- Reported that on March 30, 2017 she was keynote speaker at McKinna for PIQUE graduation. Commented that seeing parents getting more information and be more informed for their children education was exciting. Requested Dr. Morales to expand the program to more schools.
- Reported that on March 24, 2017 visited Driffill for Career Day, she thanked all of the community leaders for taking the time to share what is out there.
- Reported that on April 2, 2017 she was part of Cesar Chavez March water station on 3rd Street Girls Scouts, peaceful march, she indicated that the community came together and that it was a good march and see community members.
- Reported that on April 5, 2017 met Dolores Huerta, Girls Scout Troop and presented a plaque and flowers, Dolores was a girl scout and shared her experience.
- Congratulated Dr. Batista on the Book fair visit and for having buses going to the transporting 233 parents 353 students.
- Requested an update on the Youth Cinema Project. She reported she followed them on twitter. Maybe have the students here to share the filming of the children (Lisa Cline will get the information).
- Commented about healthy snacks, she didn't think we had these snack. Requested to look into what students have for the am snacks.
- Asked about the water hydration stations. When are they going to be installed in the schools? LC Responded that the project is moving. Teachers have been informed.

Mr. Denis O’Leary:

- Congratulated the 3 minutes presentation. Stated the late starting time could be beneficial. Suggested a report and discussion possibly later starting times, it will improve academics.
- Look into the plastics which is an issue.
- Requested a discussion with PLA for future constructions that we have.

Mrs. Debra M. Cordes:

- Reported that she went to Legis. Action Day in Sacramento, indicated we have the same issues. Met the Local representation and spoke about money, teacher shortage, LCFF, Special Education good showing, people are on the same page.
- Reported that she attended CAFE. Congratulated Dr. Batista for doing a great job having people at the training. Her daughter attended as well.
- Reported that she attended Career Day at Marshall and at Driffill. Reported at Marshall they were able to use her for the 2nd graders and 4th graders, a lot of fun.
- Congratulated those at the Masons last night from different schools.
- Indicated this board meeting was very jam packed with information. Suggested special meetings to be able to discuss items.
- Asked about the number of resource classes. Are they small or are the large. Requested that facilities have to be looked at regarding this aspect.
- Recommended to update websites at schools, she looked at the website trying to find a person. Information needs to be accurate and updated.
- Reminded that May 13, 2017 Kiwiani Track Meet.

Mr. Ernest Morrison:

- Reported that he attended Driffill Career Day and was Keynote Speaker. It was a good day.
- Thanked OEA for the \$1,000.00 books for the schools
- Commented about the students after reviewing the weekly bulletins from each of the schools, highlighted that students are different in all schools, but they are all busy and courteous in the middle schools.
- Commented about the name “elementary” bothering middle school students at the K-8 brand. Requested all the schools be called K-8 but not elementary.
- Congratulated the teachers and classified Mason awardees.

Trustees reconvened to closed session at 10:19 p.m. until approximately 10:56 p.m. to discuss items on the closed session agenda.

CLOSED SESSION

President Morrison reported the Board deliberated on student matters in closed session and took action in open session:

REPORT ON CLOSED SESSION

- On motion by Trustee Cordes, seconded by Trustee O’Leary and carried on a roll call vote of 5-0; on the matter of Case #16-09 the Board of Trustees approved administrations recommendation. (Motion #16-120)
- On motion by Trustee O’Leary, seconded by Trustee Robles-Solis and carried on a roll call vote of 5-0; on the matter of Case #16-10 the Board of Trustees approved administrations recommendation. (Motion #16-121)

- On motion by Trustee Cordes, seconded by Trustee Robles-Solis and carried on a roll call vote of 5-0; on the matter of Case #16-11 the Board of Trustees approved administrations recommendation. (Motion #16-122)
- On motion by Trustee Robles-Solis seconded by Trustee O’Leary and carried on a roll call vote of 5-0; on the matter of Case #16-13 the Board of Trustees approved administrations recommendation. (Motion #16-123)

G.3 There being no further business, on motion by Trustee Cordes, seconded by Trustee Robles-Solis, President Morrison adjourned the meeting at 11:00 p.m.

ADJOURNMENT

Respectfully Submitted,
DR. CESAR MORALES

District Superintendent and
Secretary to the Board of Trustees

By our signature below, given on this _____ day of _____, 20____, the Governing Board of the Oxnard School District approves the Minutes of the Regular Board meeting of April 19, 2017; on motion of Trustee _____, seconded by Trustee _____.

Signed:

President of the Board of Trustees

Clerk of the Board of Trustees

Member of the Board of Trustees

Member of the Board of Trustees

Member of the Board of Trustees

Special Board Meeting
April 24, 2017

The meeting was called to order at 5:04 p.m. by President Ernest Morrison.

CALL TO ORDER

President Morrison led the Pledge of Allegiance.

PLEDGE OF
ALLEGIANCE

Present were Trustees Debra M. Cordes, Denis O’Leary, Veronica Robles-Solis, Monica Madrigal Lopez and President Ernest Morrison. Also present was Dr. Cesar Morales, Superintendent, Lisa Cline, Deputy Superintendent, Robin Freeman, Assistant Superintendent and Nitasha Sawhney with GHS, LLP.

ROLL CALL

On motion by Trustee O’Leary, seconded by Trustee Robles-Solis and carried on a roll call vote of 5-0; the agenda was adopted, as presented.

ADOPTION OF
AGENDA

No one addressed the Board during closed session public comment.

PUBLIC COMMENT

Trustees took a short recess at 5:06 p.m. until approximately 5:11 p.m.

RECESS

5. The Board, Administration and representatives of Caldwell Flores Winters Inc. participated in a workshop designed to review the facilities projects in the Facilities Master Plan, Master Construct Plan and Implementation Program.

FACILITIES
PROJECTS UPDATE

6. There being no further business, on motion by Trustee Cordes, seconded by Trustee Robles-Solis, President Morrison adjourned the meeting at 7:47 p.m.

ADJOURMENT

Respectfully submitted,
Dr. Cesar Morales
District Superintendent and
Secretary to the Board of Trustees

By our signatures below, given on this _____ day of _____, 2018, the
Governing Board of the Oxnard School District approves the Minutes of its
Special Board Meeting of April 24, 2017; on motion of Trustee _____,
and seconded by Trustee _____.

Signed:

President of the Board of Trustees

Clerk of the Board of Trustees

Member of the Board of Trustees

Member of the Board of Trustees

Member of the Board of Trustees

Regular Board Meeting
May 3, 2017

The Board of Trustees of the Oxnard School District met in regular session at 5:03 p.m. on Wednesday, May 3, 2017, at the Educational Service Center.

CALL TO ORDER

A roll call of the Board was conducted. Present were Trustees Debra M. Cordes, Denis O’Leary, Veronica Robles-Solis and Monica Madrigal Lopez. President Ernest “Mo” Morrison was absent. Staff members present were District Superintendent Dr. César Morales, Deputy Superintendent Lisa Cline, Assistant Superintendents Robin Freeman and Dr. Jesus Vaca, and executive assistant Lydia Garcia.

ROLL CALL

Cayel Lubid, 8th grader in Mr. Beckham’s class, student at Lemonwood Academy of Communications Through Arts and Technology, led the audience in the Pledge of Allegiance.

PLEDGE OF ALLEGIANCE

Stephanie Suarez, 8th grader in Mr. Narez’s class read in English and Jessica Espinoza, 8th grader in Mr. Warnick’s class read in Spanish the District’s Vision and Mission Statements.

DISTRICT’S VISION AND MISSION STATEMENTS

Ms. Sally Wennes, Principal at Lemonwood Academy of Communications Through Arts and Technology provided a short presentation to the Board regarding Lemonwood Academy.

PRESENTATION BY LEMONWOOD ACADEMY SCHOOL

Presiding President Cordes thanked the students and staff for participating in the board meeting. Dr. Morales thanked the students, parents, teachers and staff for being present at the board meeting.

The Board of Trustees recognized Oxnard Police Department Chief Scott Whitney, Comm. Eduardo Miranda and Srgt. Dan Shrubbs of the Department’s continued partnership and service to Oxnard School District. Superintendent Morales thanked the Oxnard Police Department officers for their exceptional service and personal touch.

RECOGNITION OF OXNARD POLICE DEPARTMENT

The Board of Trustees recognized students that were present for the board meeting who had read one million words with a t-shirt stating “I read 1,000,000 words, what’s your super power”?

RECOGNITION OF OXNARD SCHOOL DISTRICT’S MILLION WORD READERS

A.7 On motion by Trustee Robles-Solis, seconded by Trustee Madrigal Lopez and carried on a roll call vote of 3-1, Trustee O’Leary being the nay vote; President Morrison being absent; the Board adopted the agenda as amended: Adoption and Presentation of Resolution #16-33 for Recognition of “Teacher Appreciation Week 2017” was pulled and moved to 05/17/17 Board Mtg.

ADOPTION OF THE AGENDA

A.8 Adoption and Presentation of Resolution #16-30 “ Better Hearing and Speech Month May 2017”

ADOPTION AND PRESENTATION OF RESOLUTION #16-30 BETTER HEARING & SPEECH MONTH – MAY 2017 (Motion #16-124)

The Board of Trustees adopted Resolution #16-30 for school/Language and Hearing Specialists of the Oxnard School District and recognized the month of May 2017 as Better Hearing and Speech Month. The Board recognized and presented the Resolution to Speech/Language and Hearing Specialist in attendance. Ms. Amelia Sudgen and 3 members of the Hearing specialist/Speech Pathologist team specialists thanked the Board and gave a brief presentation.

On motion by Trustee O’Leary, seconded by Trustee Robles-Solis and carried on a roll call vote of 4-0, President Morrison being absent.

A.9 Adoption and Presentation of Resolution #16-31, “National School Nurse Day May 10, 2017”

RESOLUTION #16-31 FOR NATIONAL SCHOOL NURSE DAY – MAY 10, 2017 (Motion #16-125)

The Board of Trustees adopted Resolution #16-31 “National School Nurse Day”, recognized May 10, 2017 as National Nurse Day. The Board recognized and presented the Resolution to School Nurses in attendance. Mr. C. Ridge introduced Ms. Jennifer Curry and Ms. Carolyn Rodriguez and thanked them for their service.

On motion by Trustee O’Leary, seconded by Trustee Robles-Solis and carried on a roll call vote of 4-0, President Morrison being absent.

A.10 Adoption and Presentation of Resolution #16-33 in Recognition of “Teacher Appreciation Week 2017” moved to 05/17/17 Board Mtg.

RESOLUTION #16-31 RECOGNITION OF TEACHER APPRECIATION WEEK 2017

A.11 Ms. Robin Freeman, Assistant Superintendent, Educational Services, introduced Mr. Chris Ridge, Director of Pupil Services, who in turn introduced Dr. Jane Wagmeister Executive Director of Curriculum and Instruction at VCOE who explained some research regarding Influences in Achievement. Following, Mr. Ridge talked about CHAMPS. He explained Goal #2 of the LCAP, CHAMPS training model, targeted schools and coaching model. Several principals from OSD cohort A schools shared their experience with CHAMPS. Dr. Jane Wagmeister talked about SUMS initiative and the Multi-tiered system of supports; she introduced Mr. Jeremy Resnik Director of Curriculum and Instruction at VCOE,

STUDY SESSION- CHAMPS

who further explained the Multi-Tiered System of Support. She concluded with the MTSS layers and congratulated OSD for its work in CHAMPS. Following discussion the Board thanked the participants

ANNOUNCEMENTS PRIOR TO CLOSED SESSION May 3, 2017:

PUBLIC COMMENT
CLOSED SESSION

After any public comments on the Closed Session agenda items, the Board will be recessing to Closed Session to consider the following:

Sylvia Cates – PTA Honorary Service Awards. Each school will nominate someone to be recognized. The ceremony will take place at Pacifica High School June 2, 2017.

Firstly, for CONFERENCE WITH LEGAL COUNSEL under *Government Code*, Section 54956.9:

- ANTICIPATED LITIGATION – one (1) case
- EXISTING LITIGATION – two (2) cases
Office of Administrative Services Case No. OAH2017020549 and OAH201610031

Secondly, REMOVAL/SUSPENSION/EXPULSION OF STUDENTS (Education Code 48912; 20 U.S.C. Section 1232g)

- Case No. 16-12 (Action Item)
- Case No. 16-14 (Action Item)
- Case No. 16-15 (Action Item)

Thirdly, for CONFERENCE WITH LABOR NEGOTIATORS under *Government Code*, Section 54957.6 and 3549.1.

- The District negotiator is the OSD Assistant Superintendent, Human Resources & Support Services, and Garcia Hernandez & Sawhney, LLP Association(s): OEA, OSSA, CSEA; and ALL Unpresented Personnel- Administrators, Classified Management, Confidential

Fourthly, for CONFERENCE WITH REAL PROPERTY NEGOTIATORS under *Government Code*, Sections 54956.8:

- Property: Parcel located Teal Club Road, North of Teal Club Road, South of Doris Avenue; Agency Negotiators: Superintendent/Deputy Superintendent, Business & Fiscal Services/Garcia Hernandez & Sawhney, LLP/Caldwell Flores Winters, Inc. Negotiating Parties: Dennis Hardgrave on behalf of the property owners. Under Negotiations: Instruction to agency negotiator on price and terms.

Finally, under *Government Code*, Section 54957 and *Education Code*, Section 44943: the Board will consider personnel matters, Including:

- PUBLIC EMPLOYEE(S) DISCIPLINE/DISMISSAL/RELEASE
- PUBLIC EMPLOYEE(S) REASSIGNMENT/APPOINTMENT

- Principal, Elementary
- Assistant Principal, K-8

Trustees convened to closed session at 7:09 p.m. until approximately 8:04 p.m. to discuss items on the closed session agenda. CLOSED SESSION

Presiding President Cordes reported the Board would be returning to closed session after the regular board meeting to complete the items on the closed session agenda. REPORT ON CLOSED SESSION

- On motion by Trustee O’Leary, seconded by Trustee Robles-Solis and carried on a roll call vote of 4-0; with President Morrison being absent; on the matter of Case #16-12 the Board of Trustees approved administrations recommendation. (Motion #16-126)
 - On motion by Trustee Robles-Solis, seconded by Trustee Madrigal Lopez and carried on a roll call vote of 4-0; with President Morrison being absent; on the matter of Case #16-14 the Board of Trustees approved administrations recommendation.
 - On motion by Trustee O’Leary, seconded by Trustee Robles-Solis and carried on a roll call vote 4-0; with President Morrison being absent on the matter of Case #16-15 the Board Trustees approved Administrations recommendation. (Motion #16-127)
 - On motion by Trustee O’Leary, seconded by Trustee Madrigal Lopez and carried a roll call vote 4-0; with President Morrison being absent; on the matter to appoint Pablo Ordaz from interim position to regular Principal position of Rose Avenue School. (Motion #16-128)
 - On motion by Trustee O’Leary, seconded by Trustee Robles-Solis and carried on a roll call vote 4-0; with President Morrison being absent; on the matter to appoint Wendy Garner to position of Principal Of McKinna School. (Motion #16-129)
 - On motion by Trustee O’Leary, seconded by Trustee Madrigal Lopez and carried on a roll call vote 4-0; with President Morrison being absent; on the matter to appoint Dr. Richard Caldwell Principal of Frank Middle School and Brian Blevins Assistant Principal of Kamala School. (Motion #16-130)
- (Motion #16-131)

A.16 The Board of Trustees recognized Oxnard School District students who have read One Million Words. RECOGNITION FOR OXNARD SCHOOL DISTRICT’S MILLION WORD READERS

A.17 The Board of Trustees received a report on the OSD Student-Parent Leadership Summit at Oxnard College that will take place on June 3, 2017. Presentation by Dr. Vaca, Ms. Gonzales Nares, Ms. Guerra, Dr. Batista REPORT ON OXNARD SCHOOL DISTRICT STUDENT-PARENT LEADERSHIP SUMMIT

B.1 Presiding Clerk O’Leary read the Rules for Individual Presentations in English and in Spanish.

RULES FOR PRESENTATIONS

The following individuals addressed the Board of Trustees:

PUBLIC COMMENT

■

B.2 PUBLIC HEARING- Regarding Sunshine of the Oxnard Supportive Services Association’s (OSSA) and the Oxnard School District’s (District) Initial Proposals for 2017-2018 Negotiations, Pursuant to Government Code Section 3547.

PUBLIC HEARING: REGARDING TO SUNSHINE THE CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION’S (CSEA) AND THE OXNARD SCHOOL DISTRICT’S (DISTRICT) INITIAL PROPOSALS FOR 2017-18 NEGOTIATIONS, PURSUANT TO GOVERNMENT CODE SECTION 3547 (Motion #16-132)

- Article 3: Grievance Procedure
- Article 6: Duty Hours
- Article 7: Assignment of Unit Members
- Article 8: Student Ratio
- Article 9: Evaluations
- Article 11: Leave Provisions

Following this public hearing, it is the recommendation of the Assistant Superintendent, Human Resources and Support Services that the Board of Trustees authorize the District to enter into contract negotiations for 2017-2018 school year and any additional years as may be mutually agreed upon by the parties.

Approved on motion by Trustee O’Leary, seconded by Trustee Robles Solis, and carried on a roll call vote of 4-0; with Trustee President Morrison being absent.

The following items on the consent agenda were approved on motion by Trustee O’Leary, seconded by Trustee Robles-Solis, and carried on a roll call vote of 4-0; with Trustee President Morrison being absent.

CONSENT AGENDA (Motion #16-133)

C.1 Approved the following agreements:

(Approval of Agreements)

Academic:

- #17-02 with Regents of the University of Colorado, to review OSD’s Transitional Bilingual Education (TBE) Programs and Provide recommendations on program improvements and propose specific initiatives with regard to instructional strategies and program development during the 2017-18 school year, amount not to exceed \$60,000.00 to be paid with Title II Funds;
- #17-04 with US Santa Barbara-MESA program, to provide innovative academic planning, high school achievement and college readiness, college and career exploration, and hands-on math and science enrichment programs to middle school students at Frank and Fremont Academies, July 1, 2017 through June 30, 2020, amount not to exceed \$1,400.00 per site, per year, for a three-year total of \$8,400.00, to be paid with Title I Funds;

Enrichment:

- #16-263 with Achieve NOW, to provide two (2) family science night sessions at Ramona School on May 4, 2017 and May 31, 2017 , amount not to exceed \$2,198.00, to be paid with School Site Funds- Targeted;
- #16-265 with Mad Science Los Angeles, to provide two (2) “Mineral Mania” workshops at Driffill School on May 30, 2017, amount not to exceed \$480.00, to be paid with Title I Funds;

Support Services:

- #17-03 with School Innovations & Achievement to provide Attention2Attendance (A2A) software and services for each school site for the period of July 1, 2017 through June 30,2020, during the 2017-18, 2018-19 and 2019-2020 school years, amount not to exceed \$81,800.00 per year, for a three-year total of \$245,400.00 to be paid with General Funds;
- #17-05 with City of Oxnard/Oxnard Police Department, to provide the services of two School Resource Officers to support the Oxnard School District on issues surrounding safety, violence prevention and intervention during the 2017-18 school year, amount not to exceed \$263,610.00 to be paid with School Safety Funds;

Personnel:

- Amendment #1 to Agreement #16-77 with 360 Degree Customer Inc., to provide the services of Occupational Therapists, Physical Therapists, Psychologists, SLPA, School Nurses and Special Educational Teachers during 2016-17 school year, amount not to exceed provider’s hourly rate per attached Rate Card; to be paid with Special Education Funds;
- Agreement #16-269 with the Bodine Group, to provide facilitation services for collective bargaining for CSEA and OSSA using the Interest Based Problem Solving approach and provide Interest Based Negotiations Training to OSD administrators and CSEA and OSSA bargaining team members, amount not to exceed \$25,000.00 plus reimbursement of actual expenses, to be paid with Certificated Personnel Negotiations Funds.

C.2 Ratified the following agreements:

(Ratification of Agreements)

- Amendment #1 to Agreement #16-232, with Ventura County Office of Education, to provide support from Special Circumstances Paraeducators (SCP’s) for special education students JA100109 and EN071309 during the 2016-17 school year, including Extended School Year, amount not to exceed \$11,301.58, to be paid with Special Education Funds;
- #16-262 with Casa Pacifica School, to provide Non-Public School (NPS) Services for student JF081705 during the 2016-17 school year, amount not to exceed \$21,456.00, to be paid with Special Education Funds;
- #16-264 with Ventura County Office of Education, to provide exceptional services that consist of support from Special Circumstances Paraeducators (SCP’s) Special Education students AD091102, KS120903, AA120506, RS052408, OL083008, JW080310 and NC092306 during the 2016-17 school year, including Extended School year, amount not to exceed \$117,203.12. to be paid with Special Education Funds;
- #16-267 with Hollar Speech & Language Therapy to provide Independent Evaluator Services for the Special Education Department during 2016-17

academic year, amount not to exceed \$30,000.00, to be paid with Special Education Funds.

Support Services:

- #16-268 with WestEd, to collect surveys taken by Oxnard School District 5th and 7th grade students, school staff and parents at twenty(20) school sites and compile reports on the findings by school and district, September 1, 2016 through August 31, 2017; amount not to exceed \$6,430.80, to be paid with General Funds – Non-Targeted.

- C.3 Approved of Overnight Field Trip – Santa Barbara Zoo, as submitted. (Request Approval for Overnight Field Trip at Santa Barbara Zoo)
Approved the request for overnight field trip of approximately 125 fifth grade students from McAuliffe School to participate in the Overnight Safari at the Santa Barbara Zoo on June 2, 2017 returning June 3, 2017; amount not to exceed \$9,800.00, to be paid out of PTA Funds.
- C.4 Approved the request for the Director of Transportation to attend the 2017 School Transportation New (STN) Expo in Reno, Nevada July 7-12, 2017; (Approval Request for Out of State Conference)
amount not to exceed \$1,500.00 for registration, travel and lodging, to be paid with General Funds.
- C.5 In consultation with CFW, that the Board receive the Summary of Sale of the Election of 2016, Series A Bonds. (Summary of Sale, Election of 2016, Series A, General Obligation Bonds)
- C.6 Approved of Elementary and Secondary School Counseling Grant Evaluation. As presented. (Approval of Elementary and Secondary School Counseling Grant Evaluation)
- C.7 Award of Formal Bid #16-04 and Approval of Agreement #16-266 for Chavez School HVAC Modernization; to Ardan Construction Company, Inc. and enter into Agreement #16-266 in the total amount \$1,153.000, to be paid with Ongoing Maintenance Funds. (Award of Formal Bid #16-04 And Approval of Agreement #16-266 for Chavez School)
- C.8 Approved of Field Contract #FC-P17-04401 – West Coast Air Conditioning, in the amount of \$40,250.00, to be paid with Deferred Maintenance – One Time Funds. (Approval of Field Contract #FC-P17-04401 – West Coast Air Conditioning)
- C.9 Approved of Work Authorization Letter #008 (WAL#008) for Master Agreement #13-132 with Tetra Tech. for CEQA Services for the Rose Avenue School Reconstruction Project. Provide CEQA/DTSC Compliance Services related to the Rose Avenue Elementary School Reconstruction Project; amount not to exceed \$3,200.00, to be paid with Master Construct and Implementation Program Funds. (Approval of Work Authorization Letter #008 (WAL#008) for Master Agreement #13-132 with Tetra Tech. for CEQA Services for the Rose Avenue School Reconstruction Project)

C.10 Approved of the 2016-17 Third Quarter Williams VCOE Activity Report, (Approval of the 2016-17
as presented. Third Quarter Williams
VCOE Activity Report)

C.11 Personnel Action

The following classified individuals to be employed in the capacities and (CLASSIFIED)
for the terms indicated, their salaries to be determined in accordance with salary
regulations of the district, it being understood that substitute classified personnel
and regular classified personnel performing substitute duties will be assigned by
the administration and paid in accordance with salary regulations governing the
specific assignment:

New Hire

Arroyo, Maribel	Preschool Assistant (B), Position #2666 San Miguel 3.0 hrs./183 days	04/24/2017
Lindgren, Meggin	Speech Language Pathology Assistant, Position #7978 Special Education 8.0 hrs./183 days	04/17/2017

Limited Term

Baeza, Victoria	Paraeducator	04/17/2017
Bello, Nannette	Clerical	04/10/2017
Garza, Teresa	Child Nutrition Worker	04/10/2017
Goldberg, Sandra	Paraeducator	04/17/2017
Juarez, Eleanor	Child Nutrition Worker	04/20/2017
Lemos, Marissa	Child Nutrition Worker	04/10/2017
Lemus Fonseca, Rocio	Child Nutrition Worker	04/11/2017
McGregor, Sarah	Paraeducator	04/17/2017
Pina, Daniella	Paraeducator	04/17/2017
Sanchez Oviedo, Maria	Child Nutrition Worker	04/20/2017
Spino, Alena	Paraeducator	04/17/2017
Suarez, Abigail	Paraeducator	04/17/2017
Wells, Maria	Child Nutrition Worker	04/11/2017

Promotion

Marquez, Juana	Accounting Specialist IV, Position #1747 Budget 8.0 hrs./246 days Accounting Specialist III, Position #5565 Budget 8.0 hrs./246 days	04/25/2017
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Transfer

Camarena, Rosy	Office Assistant II (B), Position #2156 Harrington 7.0 hrs./203 days Office Assistant II (B), Position #2185 Sierra Linda 8.0 hrs/203 days	05/08/2017
Glass, Joshua	Custodian, Position #1220 Brekke 8.0 hrs/246 days Custodian, Position #6449 Lemonwood 4.0 hrs./246 days	05/01/2017

Return from Leave of Absence

Rodriguez, Marcela	Child Nutrition Worker, Position #2848 Child Nutrition Services 5.5 hrs./185 days	04/17/2017
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Medical Release

2219	Child Nutrition Worker, Position #2524 Frank 5.0hrs./185 days	04/21/2017
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Retirement

Arthur, Mary Ellen	Library Media Technician, Position #2524 Ritchen 5.0 hrs./190 days	04/28/2017
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The following certificated individuals to be employed in the capacities and for the terms indicated, their salaries to be determined in accordance with salary regulations of the District. (CERTIFICATED)

<u>Name</u>	<u>Position</u>	<u>Effective Date</u>
<u>NEW HIRES</u>		
Contreras, Clarissa	Substitute Teacher	2016/2017 School Year
Lopez, Arturo	Substitute Teacher	2016/2017 School Year
Sanchez, Monica	Substitute Teacher	2016/2017 School Year
Tiffany, June	Substitute Teacher	2016/2017 School Year

RESIGNATION

Faherty, Julia	Math Teacher, Soria	06/16/2017
Hefflefinger, Ken	Teacher, Curren	06/30/2017
Holva, Candi	ELA Teacher, Curren	06/30/2017

RETIREMENT

Grayson, Kay	Teacher, McAuliffe	06/17/2017
Hudson, Christi	Teacher, Ramona	06/30/2017
Lambert, MaryKay	Teacher, Kamala	06/17/2017
Miranda, Lourdes	Teacher, Lemonwood	06/17/2017
Morales, Cynthia	Teacher, Ramona	06/16/2017
Sher, Terry	Science Teacher Kamala	06/17/2017

Leave of Absence

Deas, Kristin	Assistant Principal, Curren	05/23/17-06/30/17
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D.1 Reimbursement for Teacher Substitute at Rio School District.
 Approved reimbursement to Rio School District as stipulated by Education Code Section 44987.3

REIMBURSEMENT
 FOR TEACHER
 SUBSTITUTE AT RIO
 SCHOOL DISTRICT
 (Motion #16-134)

Following discussion, on motion by Trustee Robles-Solis, seconded by Trustee Madrigal Lopez and carried on a roll call vote of 3-0; the Board of Trustee President Morrison absent and Trustee O’Leary abstain.

F.1 The Board of Trustee reviewed the revised Board Policies, Administrative Regulations and Bylaws, as presented, and adopt for a second reading:

SECOND READING OF
 BOARD POLICIES,
 REGULATIONS AND
 BYLAWS
 (Motion #16-135)

Revision AR 3460	Business and Noninstructional Operations FINANCIAL REPORTS AND ACCOUNTABILITY	Cline
Delete BP & AR 4112.24	Certificated Employees TEACHER QUALIFICATION UNDER THE NO CHILD LEFT BEHIND ACT	Vaca
Revision AR 5142.1	Students IDENTIFICATION AND REPORTING OF MISSING CHILDREN	Cline

Following discussion, on motion by Trustee O’Leary, seconded by Trustee Robles-Solis and carried on a roll call vote of 4-0; the Board of Trustees

Dr. Cesar Morales:

▪

SUPERINTENDENT
 ANNOUNCEMENTS

TRUSTEE
 ANNOUNCEMENTS

Mr. Denis O’Leary:

▪

Mr. Ernest Morrison:

▪
▪

Mrs. Debra M. Cordes:

▪
▪

Mrs. Veronica Robles-Solis:

▪

There being no further business, on motion by Trustee O’Leary, seconded by Trustee Robles-Solis, Presiding President Cordes adjourned the meeting at 8:04 p.m.

ADJOURNMENT

Respectfully Submitted,
DR. CESAR MORALES

District Superintendent and
Secretary to the Board of Trustees

By our signature below, given on this _____ day of _____, 20____, the Governing Board of the Oxnard School District approves the Minutes of the Regular Board meeting of May 3, 2017; on motion of Trustee _____, seconded by Trustee _____.

Signed:

President of the Board of Trustees

Clerk of the Board of Trustees

Member of the Board of Trustees

Member of the Board of Trustees

Member of the Board of Trustees

Special Joint Board/Personnel Commission Meeting
May 10, 2017

The Board of Trustees of Oxnard School District met in joint session with the Personnel Commission on Wednesday, May 10, 2017, in the Board Room of the Educational Services. The meeting was called to order at 5:05 p.m. by President Ernest “Mo” Morrison and Chairperson Commissioner Jan Rhoads. CALL TO ORDER

Jan Rhoads, Personnel Commission Chair, led the Pledge of Allegiance. PLEDGE OF ALLEGIANCE

Present were President Ernest “Mo” Morrison, Trustees Debra Cordes, Denis O’Leary, Veronica Robles-Solis, Monica Madrigal Lopez. Also present was Dr. Cesar Morales, Deputy Superintendent Lisa Cline, Assistant Superintendents Dr. Jesus Vaca and Robin I. Freeman. ROLL CALL

On motion of Trustee Cordes, seconded by Trustee O’Leary and carried on a roll call vote of 5-0; the agenda was adopted, as presented. ADOPTION OF AGENDA

On motion of Trustee Cordes, seconded by Trustee Robles Solis and carried on a roll call vote of 5-0; the Board of Trustees read and presented Resolution of Appreciation #16-34 for the Classified Employees of the Oxnard School District, acknowledging the week of May 21-27, 2017, as Classified Employees Week. RESOLUTION #16-34 FOR CLASSIFIED EMPLOYEES (Motion #16-136)

The following individuals spoke to commend classified employees of the year:

- Dr. Cesar Morales, District Superintendent
- Dr. Jesus Vaca, Assistant Superintendent, Human Resources & Support Services
- Manuel Hernandez, Vice President, CSEA
- Clara Ramos, AMAE
- Ernest “Mo” Morrison, President, Board of Trustees
- Jan Rhoades, Chair, Personnel Commission
- Jonathan Koch, Director, Classified Human Resources

Mr. Jonathan Koch provided information on the nomination process and selection of recipients.

Awards were presented as follows:

RECIPIENT	CATEGORY/SUPERVISOR	PRESENTERS
Jesus Meza	Maintenance/Operations Graphics/Transportation/ Warehouse & OPIE	Trustee O’Leary
Leticia Salas	Instructional Classroom Support	Commissioner Rhoads
Martha Ortiz Lopez	Office & Technical Support	Commissioner Lopez
Susan Eskridge	Campus Assistant	Trustee Robles-Solis
Raymond Ibay	Student Support Services	Trustee Madrigal Lopez

There being no further business, on motion by Commissioner Jan Rhoads, seconded by Commissioner Irma Lopez, and carried on a 2-0 vote; the Personnel Commission adjourned the meeting at 5:49 p.m.

ADJOURNMENT
PERSONNEL
COMMISSION

There being no further business, on motion by Trustee Cordes seconded by Trustee O’Leary and carried on a roll call vote of 5-0, President Morrison adjourned the meeting at 5:49 p.m.

ADJOURNMENT

The Board and Personnel Commissioners recognized all recipients and invited the audience to attend the reception.

RECESS AND
RECEPTION

Respectfully submitted,
Dr. Cesar Morales
District Superintendent and
Secretary to the Board of Trustees

By our signatures below, given on this _____ day of _____, 20____, the Governing Board of the Oxnard School District approves the Minutes of its Joint Board/Personnel Commission Meeting of May 10, 2017; on motion of Trustee _____, and seconded by Trustee _____.

Signed:

President of the Board of Trustees

Clerk of the Board of Trustees

Member of the Board of Trustees

Member of the Board of Trustees

Member of the Board of Trustees

OSD BOARD AGENDA ITEM

Name of Contributor: **Dr. Ana DeGenna**

Date of Meeting: **8/22/18**

- A. Preliminary _____
Study Session _____
Report _____
- B. Hearing: _____
- C. Consent Agenda _____

Agreement Category:

- ___ Academic
- ___ Enrichment
- ___ Special Education
- ___ Support Services
- ___ Personnel
- ___ Legal
- ___ Facilities

- D. Action Items _____
- E. Approval of Minutes _____
- F. Board Policies 1st Reading _____ 2nd Reading X

Students Absences and Excuses – Revision to BP and AR 5113 (DeGenna)

Language was added and deleted to BP 5113 and AR 5113 to align with the district’s practices for Student’s Absences and Excuses. 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 5113 and AR 5113 as outlined above.

ADDITIONAL MATERIAL:

BP 5113 (3 pages)
AR 5113 (4 pages)

ABSENCES AND EXCUSES

The Board of Trustees believes that regular attendance plays an important role in student achievement. ~~The Board recognizes its responsibility under the law to ensure that students attend school regularly. Parents/guardians of children aged 6 to 18 are obligated to send their children to school unless otherwise provided by law. The Board shall abide by all state attendance laws and may use appropriate legal means to correct the problems of excessive absence or truancy. The Board shall work with parents/guardians and students to ensure their compliance with all state attendance laws and may use appropriate legal means to correct problems of chronic absence or truancy.~~

(cf. 5112.1 - Exemptions from Attendance)

(cf. 5112.2 - Exclusions from Attendance)

(cf. 5113.1 - Truancy)

(cf. 5121 - Grades/Evaluation of Student Achievement)

(cf. 6154 - Homework/Makeup Work)

~~Excused Absences~~

Absence from school shall be excused only for health reasons, family emergencies and justifiable personal reasons, as permitted by law, Board policy and administration regulations. (Education Code ~~46010, 48205, 48216~~)

Inasmuch as class participation is an integral part of students' learning experiences, parents/guardians and students shall be encouraged to schedule medical appointments during nonschool hours.

~~At the beginning of each academic year, notifications shall be sent to the parents/guardians of all students, and to all students in grades 7 through 12, informing them that school authorities may excuse any student from school to obtain confidential medical services without the consent of the student's parent/guardian. (Education Code 46010.1)~~

(cf. ~~5145.6 - Parental Notifications~~)

Students ~~in grades K-6~~ shall not be absent from school without their parents/guardians' knowledge or consent except in cases of medical emergency. Students in grades 7-8 shall not be absent from school without their parents/guardians' knowledge or consent except in cases of medical emergency or confidential medical appointment.

Student absence for religious instruction or participation in religious exercises away from school property may be considered excused subject to law and administrative regulations. (Education Code 46014)

~~A student's grades may be affected by excessive unexcused absences in accordance with Board policy.~~

ABSENCES AND EXCUSES (continued)

The Board shall, by resolution entered into its minutes, approve reasonable methods that may be used to verify student absences due to illness or quarantine. (5 CCR 421)

~~(cf. 5121—Grades/Evaluation of Student Achievement)~~

~~(cf. 6154—Homework/Makeup Work)~~

~~Legal Reference: (see next page)~~

Legal Reference:

EDUCATION CODE

1740 Employment of personnel to supervise attendance (county superintendent)

~~2550-2558.6 Computation of revenue limits~~

37201 School month

37223 Weekend classes

41601 Reports of average daily attendance

42238-42250.1 Apportionments

46000 Records (attendance)

46010-46014 Absences

46100-46119 Attendance in kindergarten and elementary schools

46140-46147 Attendance in junior high and high schools

48200-48208 Children ages 6-18 (compulsory full-time attendance)

48210-48216 Exclusions from attendance

48240-48246 Supervisors of attendance

48260-48273 Truants

48292 Filing complaint against parent

48320-48324 School attendance review boards

48340-48341 Improvement of student attendance

49067 Unexcused absences as cause of failing grade

ELECTIONS CODE

12302 Student participation on precinct boards

FAMILY CODE

6920-6929 Consent by minor

VEHICLE CODE

13202.7 Driving privileges; minors; suspension or delay for habitual truancy

WELFARE AND INSTITUTIONS CODE

601-601.4 Habitually truant minors

11253.5 Compulsory school attendance

CODE OF REGULATIONS, TITLE 5

306 Explanation of absence

420-421 Record of verification of absence due to illness and other causes

ATTORNEY GENERAL OPINIONS

66 *Ops. Cal. Atty. Gen.* 245, 249 (1983)

COURT DECISIONS

American Academy of Pediatrics et al v. Lungren et al (1997) 16 Cal.4th 307

Management Resources:

CDE MANAGEMENT ADVISORIES

0114.98 School Attendance and CalWORKS, Management Bulletin 98-01

CSBA ADVISORIES

0520.97 Welfare Reform and Requirements for School Attendance

CSBA PUBLICATIONS

Improving Student Achievement by Addressing Chronic Absence, Policy Brief, December 2010

WEB SITES

CSBA: <http://www.csba.org>

Policy

adopted: November 2, 2011

Revised: August 22, 2018

OXNARD SCHOOL DISTRICT

Oxnard, California

ABSENCES AND EXCUSES

Excused Absences

A student's absence shall be excused for the following reasons:

1. Personal illness (Education Code 48205)
2. Quarantine under the direction of a county or city health officer (Education Code 48205)

(cf. 5112.2 - Exclusions from Attendance)

3. Medical, dental, optometrical, or chiropractic appointment (Education Code 48205)
4. Attendance at funeral services for a member of the immediate family, which shall be limited to one day if the service is conducted in California or three days if the service is conducted out of state. (Education Code 48205)

Immediate family shall be defined as mother, father, grandmother, grandfather, spouse, son/son-in-law, daughter/daughter-in-law, brother, sister, or any relative living in the student's immediate household. (Education Code 45194, 48205)

5. The illness or medical appointment during school hours of a child to whom the student is the custodial parent (Education Code 48205)

(cf. 5146 - Married/Pregnant/Parenting Students)

6. Upon advance written request by the parent/guardian and the approval of the principal or designee, justifiable personal reasons including, but not limited to: (Education Code 48205)
 - a. Appearance in court
 - b. Attendance at a funeral service
 - c. Observation of a holiday or ceremony of his/her religion
 - d. Attendance at religious retreats not to exceed four hours per semester
 - e. Attendance at an employment conference
 - f. Attendance at an educational conference on the legislative or judicial process offered by a nonprofit organization

ABSENCES AND EXCUSES (continued)

7. *To spend time with an immediate family member who is an active duty member of the uniformed services, as defined in Education Code 49701, and has been called to duty for deployment to a combat zone or a combat support position or is on leave from or has immediately returned from such deployment (Education Code 48205).*

(cf. 6173.2 – Education of Children of Military Families)

8. *To attend his/her naturalization ceremony to become a United States citizen. (Education Code 48205)*
9. Participation in religious exercises or to receive moral and religious instruction in accordance with district policy, *subject to the following conditions:* (Education Code 46014)
 - a. *The student's parent/guardian shall provide written consent for the absence.*
 - ~~a.~~ *b. In such instances, the* The student shall attend at least the minimum school day.
 - ~~b.~~ *c. The student shall be excused for this purpose on no more than four days per school month.*

(cf. 6141.2 - Recognition of Religious Beliefs and Customs)

Method of Verification

When a student who has been absent returns to school, he/she shall present a satisfactory explanation verifying the reason for the absence. Absences shall be verified by the student's parent/guardian, other person having control of the minor, or the student if age 18 or older. (Education Code 46012; 5 CCR 306)

The following methods may be used to verify student absences:

1. Written note, fax, or email from parent/guardian or parent representative.
2. Conversation, in person or by telephone, between the verifying employee and the student's parent/guardian or parent representative. The employee shall subsequently record the following:
 - a. Name of student
 - b. Name of parent/guardian or parent representative

ABSENCES AND EXCUSES (continued)

- c. Name of verifying employee
 - d. Date(s) of absence
 - e. Reason for absence
3. Visit to the student's home by the verifying employee, or any other reasonable method which establishes the fact that the student was absent for the reasons stated. The employee shall document the verification and include the information specified in item #2 above.
4. Physician's verification.
- a. When excusing students for confidential medical services or verifying such appointments, district staff shall not ask the purpose of such appointments but may contact a medical office to confirm the time of the appointment.
 - ~~b. When a student has had 14 absences in the school year for illness verified by methods listed in #1-3 above, any further absences for illness shall be verified by a physician.~~

Parental Notifications

At the beginning of each school year, the Superintendent or designee shall:

- 1. *Notify parents/guardians of the right to excuse a student from school in order to participate in religious exercises or to receive moral and religious instruction at their places of worship, or at other suitable places away from school property designated by a religious group, church, or denomination (Education Code 46014, 48980)*
- 2. *Notify students in grades 7-8 and the parents/guardians of all students that school authorities may excuse any student from school to obtain confidential medical services without the consent of the student's parent/guardian (Education Code 46010.1)*

ABSENCES AND EXCUSES (continued)

Parental Notifications (continued)

3. *Notify parents/guardians that a student shall not have his/her grade reduced or lose academic credit for any excused absence if missed assignments and tests that can reasonably be provided are satisfactorily completed within a reasonable period of time, and include the full text of Education Code 48205 in the notice (Education Code 48980)*

(cf. 5121 - Grades/Evaluation of Student Achievement)

(cf. 5145.6 - Parental Notifications)

(cf. 6154 - Homework/Makeup Work)

Regulation

approved: November 2, 2011

Revised: August 22, 2018

OXNARD SCHOOL DISTRICT

Oxnard, California



OXNARD SCHOOL DISTRICT

1051 South “A” Street • Oxnard, California 93030 • 805/385-1501

SCHEDULE OF BOARD MEETINGS JANUARY – DECEMBER 2018

BOARD MEETINGS WILL BE HELD ON THE FOLLOWING DATES (UNLESS OTHERWISE INDICATED) AT THE DISTRICT OFFICE BOARD ROOM, 1051 SOUTH ‘A’ STREET, STARTING AT 7:00 PM

January	17	Regular Board Meeting (Note: only ONE meeting in January)
February	7	Regular Board Meeting
	21	Regular Board Meeting
March	7	Regular Board Meeting
	21	Regular Board Meeting
April	18	Regular Board Meeting (Note: only ONE meeting in April)
May	2	Regular Board Meeting
	16	Regular Board Meeting
June	6	Regular Board Meeting
	20	Regular Board Meeting
July		District Dark – No meeting in July
August	8	Regular Board Meeting
	22	Regular Board Meeting
September	5	Regular Board Meeting
	19	Regular Board Meeting
October	10	Regular Board Meeting
	24	Regular Board Meeting
November	14	Regular Board Meeting (Note: only ONE meeting in November)
December	12	Regular Board Meeting – Organizational Meeting of the Board (Note: only ONE meeting in December)

The meeting schedule shown above is subject to change at any time.

NOTE: Changes are indicated in italics/bold.

Spring Break: March 26 – April 6, 2018
First Day of School: August 16, 2018

Board Approved: 12-6-17

Mission: “Ensure a culturally diverse education for each student in a safe, healthy and supportive environment that prepares students for college and career opportunities.”