

# OXNARD SCHOOL DISTRICT

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



## BOARD OF TRUSTEES

**Mrs. Veronica Robles-Solis, President**  
**Ms. Monica Madrigal Lopez, Clerk**  
**Mr. Denis O’Leary, Member**  
**Dr. Jesus Vega, Member**  
**Mrs. Debra M. Cordes, Member**

## ADMINISTRATION

**Karling Aguilera-Fort**  
District Superintendent  
**Ms. Janet Penanhoat**  
Assistant Superintendent,  
Business & Fiscal Services  
**Dr. Jesus Vaca**  
Assistant Superintendent,  
Human Resources & Support Services  
**Dr. Anabolena DeGenna**  
Assistant Superintendent,  
Educational Services

## AGENDA

**REGULAR BOARD MEETING**  
**Wednesday, September 4, 2019**

**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**

## **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 VOTE:

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

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

Ms. Brasilia Perez, Principal at Chavez School, Academy of Literacy, Communication Arts and Technology, will introduce Emily Velazquez, 8th grader in Mr. Mark DeRosa's AVID 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 David Landeros, 8th grader; and read in Spanish by Janeth Melchor, 7th grader, both students in Mr. DeRosa's AVID class.

### **A.4. Presentation by Chavez School - Academy of Literacy, Communication Arts and Technology**

Principal Brasilia Perez will provide a short presentation to the Board regarding Chavez School, Academy of Literacy, Communication Arts and Technology. Following the presentation President Robles-Solis 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:

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

### **A.6. Study Session: 60 Day Superintendent Report Presentation (Aguilera-Fort)**

The Superintendent will provide the Board of Trustees a sixty (60) day report presentation of his initial findings. It is the recommendation of the Superintendent that the Board of Trustees receive the report, as presented.

### **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**

## **A.8. Closed Session**

1. Pursuant to Section 54956.9 of Government Code  
Conference with Legal Counsel – Anticipated Litigation: 1 case  
Conference with Legal Counsel – Existing Litigations:
  - J.R. et. v. Oxnard School District et al. Central District No. CV-04304-JAK-FFM
  
2. 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 & Sawhney, LLP  
Association(s): OEA, OSSA, CSEA; and All Unrepresented Personnel – Administrators, Classified Management,  
Confidential
  
3. 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  
Appointment Recommendation
  - \* Manager, Special Education (Vaca)

## **A.9. Reconvene to Open Session (7:00 PM)**

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

## **Section B: PUBLIC COMMENT/HEARINGS**

### **B.1. Public Comment (3 minutes per speaker)/Comentarios del Público (3 minutos para cada ponente)**

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. If you would like to donate your (3) minutes of public speaking time, you must be present during public comments.

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. Si gusta donar sus tres (3) minutos de comentario, debe estar presente durante la presentación de 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:**

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

It is recommended that the Board approve the following consent agenda items:

**C.1. Resolution #19-09: Adoption of Appropriations Limit (GANN) & Appropriations Subject to the Limit for 2018-2019 and 2019-2020 (Penanhoat/Crandall Plasencia)**

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Finance, that the Board of Trustees adopt the Appropriations Limit Resolution #19-09 for 2018-2019 and 2019-2020 fiscal years as required by law.

**C.2. Ratification of Change Order #1 to Field Contract #FC-P20-00010 with Sam Hill & Sons, Inc. for Repair of Storm Drain Line at Sierra Linda (Penanhoat)**

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services that the Board of Trustees ratify Change Order #1 to Field Contract #FC-P20-00010 with Sam Hill & Sons, Inc., in the amount of \$6,289.82, to be paid with Deferred Maintenance funds.

**C.3. Ratification of Change Order #1 to Agreement #18-237 with PaveWest Inc. for Asphalt Paving 2019 (Penanhoat)**

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services that the Board of Trustees ratify Change Order #1 to Agreement #18-237 with PaveWest, Inc., in the amount of \$8,091.34, to be paid with Deferred Maintenance funds.

**C.4. Ratification of Work Authorization Letter #11 to NV5 West Inc. for DSA Inspector of Record (IOR) Services for the Lemonwood Elementary School ECDC Project (Penanhoat/CFW)**

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, in conjunction with Caldwell Flores Winters, Inc. that the Board of Trustees ratify WAL #11 for Master Agreement #13-130 with NV5 West, Inc., amount not to exceed \$68,800.00, to be paid out of the Master Construct and Implementation funds, within the approved project budget.

**C.5. Approval of CREDIT Change Order No. 001 to Construction Services Agreement #17-215 with Viola Constructors Inc. to adjust costs for the Kinder/Flex Project at Ramona Elementary School (Penanhoat /CFW)**

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, in conjunction with Caldwell Flores Winters, Inc., that the Board of Trustees approve CREDIT Change Order No. 001 to Construction Services Agreement #17-215 with Viola Constructors Inc. related to the Kinder/Flex Project at Ramona Elementary School.

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

Furthermore, it is recommended that the Board approve the reallocation of \$11,711.88 into the Master Construct and Implementation Program Reserve to account for this credit. If approved, the decrease to project budget and the reallocation of funds to the Program Reserve will be reflected in the District's next Semi-Annual Update to the Master Construct and Implementation Program Report. The credit amount of \$11,711.88, decrease to the overall project budget and an identical decrease in the amount paid to Viola under Board approved Construction Services Agreement #17-215. Unused Allowance funds shall be returned to the Master Construct and Implementation Program Reserve.

**C.6. Approval of CREDIT Change Order No. 006 to Construction Services Agreement #17-218 with Viola Constructors Inc. to adjust costs for the Kinder/Flex Project at Ritche Elementary School (Penanhoat/CFW)**

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, in conjunction with Caldwell Flores Winters, Inc., that the Board of Trustees approve CREDIT Change Order No. 006 to Construction Services Agreement #17-218 with Viola Constructors Inc. related to the Kinder/Flex Project at Ritche Elementary School. Furthermore, it is recommended that the Board approve the reallocation of \$35,180.95 into the Master Construct and Implementation Program Reserve to account for this credit. If approved, the decrease to project budget and the reallocation of funds to the Program Reserve will be reflected in the District's next Semi-Annual Update to the Master Construct and Implementation Program Report.

**C.7. Approval of Notice of Completion for Ritche ES Kinder/Flex Project (Penanhoat/CFW)**

It is the recommendation of the Assistant Superintendent, Business and Fiscal Services, in consultation with Caldwell Flores Winters, that the Board of Trustees approve the Notice of Completion and filing of such notice with the County Recorder's Office, for Construction Services Agreement # 17-218, Ritche Kinder/Flex Project with Viola Constructors, Inc.

**C.8. Approval of Notice of Completion for Ramona ES Kinder/Flex Project (Penanhoat/CFW)**

It is the recommendation of the Assistant Superintendent, Business and Fiscal Services, in consultation with Caldwell Flores Winters, that the Board of Trustees approve the Notice of Completion and filing of such notice with the County Recorder's Office, for Construction Services Agreement # 17-215, Ramona Kinder/Flex Project with Viola Constructors, Inc.

**C.9. Ratification of Amendment #1 to Agreement #18-101 with Casa Pacifica, Non-Public School, NPS (DeGenna/Madden)**

It is the recommendation of the Interim Director, Special Education Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Amendment #1 to Agreement #18-101 with Casa Pacifica School, NPS, amount not to exceed \$16,357.32, to be paid with Special Education funds.

**C.10. Ratification of Amendment #1 to Agreement #18-210 with Ventura County Office of Education (DeGenna/Madden)**

It is the recommendation of the Interim Director, Special Education, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Amendment #1 to Agreement #18-210 with Ventura County Office of Education. Amount not to exceed \$32.64, to be paid with Special Education funds.

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**C.11. Approval of Notice to Set Public Hearing to Determine Sufficient Textbooks or Instructional Materials for 2019-2020 (DeGenna/Thomas)**

It is the recommendation of the Director of Curriculum, Instruction and Accountability, and the Assistant Superintendent Educational Services, that the Board of Trustees approve setting the date of October 9, 2019 for Public Hearing to determine sufficient textbooks or instructional materials. This Public hearing is being held in compliance with Education Code Section 60119 (as revised by Chapter 118, Statutes of 2005 and CCR, Title 5, Section 9531). In accordance with State law, Notice of Public Hearing will be posted on September 5, 2019.

**C.12. Establish/Abolish/Increase/Reduce Hours of Position (Nair-Villano)**

It is the recommendation of the Director of Classified Human Resources that the Board of Trustees approve the establishment, abolishment, and increase of the positions as presented.

Cost for Custodian – \$26,628 General Fund

Cost for Custodian – \$41,641 General Fund

Savings for Paraeducator I- \$9,528 Site funds

**C.13. Personnel Actions (Vaca/Nair-Villano)**

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.

**Section C: APPROVAL OF AGREEMENTS**

It is recommended that the Board approve the following agreements:

**C.14. Approval of Agreement #19-100 – Foundation for California Community Colleges (DeGenna/Shea)**

It is recommended by the Manager, Special Programs, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #19-100 with The Foundation for California Community Colleges.

Amount not to exceed \$27,000.00, to be paid with ASES funds.

**Section C: RATIFICATION OF AGREEMENTS**

It is recommended that the Board ratify the following agreements:

**C.15. Ratification of Agreement #19-101 – American Logistics Company, LLC (Penanhoat/Briscoe)**

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services and the Director of Transportation, that the Board of Trustees ratify Agreement #19-101 with American Logistics Company, LLC.

Amount not to exceed \$150,000.00 (\$65.00 per hour), to be paid from the General Fund.

**C.16. Ratification of Agreement # 19-97 with Ventura County Office of Education (DeGenna/Madden)**

It is the recommendation of the Interim Director, Special Education, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Agreement #19-97 with Ventura County Office of Education. Amount not to exceed \$39,157.38 to be paid with Special Education funds.

**C.17. Ratification of Agreement #18-245 with Ventura County Office of Education (DeGenna/Madden)**

It is the recommendation of the Interim Director, Special Education, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Agreement #18-245 with Ventura County Office of Education. Amount

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not to exceed \$13,547.34, to be paid with Special Education funds.

**Section D: ACTION ITEMS**

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

**D.1. Approval of Variable Term Waivers for Provisional Internship Permit (PIP) Authorizations in Special Education for Melissa Haupt and Linda Miller for the 2019-20 School Year (Vaca)**

It is the recommendation of the Assistant Superintendent of Human Resources that the Board of Trustees approve the Variable Term Waivers for provisional internship permit authorizations in Special Education M/M RSP for Melissa Haupt and Linda Miller, as presented.

Moved:  
Seconded:  
Vote:

ROLL CALL VOTE:

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

**D.2. Approval of a Variable Term Service Waiver in Speech Language Pathology for 2019-20 for Lauren Moore (Vaca)**

It is the recommendation of the Assistant Superintendent of Human Resources that the Board of Trustees approve the Variable Term Service Waiver in Speech Language Pathology for Lauren Moore, as presented.

Moved:  
Seconded:  
Vote:

ROLL CALL VOTE:

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

**D.3. Approval of Variable Term Waiver for Bilingual Authorization for Max Madrigal for the 2019-20 School Year (Vaca)**

It is the recommendation of the Assistant Superintendent of Human Resources that the Board of Trustees approve the Variable Term Waiver for bilingual authorization for the 2019-20 school year, as presented.

**Section E: APPROVAL OF MINUTES**

Moved:  
Seconded:  
Vote:

ROLL CALL VOTE:

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

**E.1. Approval of Minutes**

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

- August 21, 2019, Regular Board Meeting

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

Moved:  
Seconded:

**ROLL CALL:**

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

**Section F: BOARD POLICIES**

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

**F.1. Approval of Revisions to Board Policies and Administrative Regulations (DeGenna)**

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

Philosophy, Goals, Objectives, and Comprehensive Plans:

BP/AR 0420 – School Plans/Site Council - Dr. DeGenna

BP/AR 0450 – Comprehensive Safety Plans - Dr. DeGenna

Students:

BP/AR 5141.52 – Suicide Prevention - Dr. DeGenna

BP/AR 5144 – Discipline - Dr. DeGenna

The added language is indicated by italicized font on the attached. The deleted language is indicated by strikethrough on the attached.

**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.

**G.2. Trustees’ Announcements (3 minutes each speaker) Superintendent’s Announcements (3 minutes)**

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.

**G.3. ADJOURNMENT**

Moved:  
Seconded:  
Vote:

Time Adjourned: \_\_\_\_\_

**ROLL CALL:**

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

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

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

**OSD BOARD AGENDA ITEM**

**Name of Contributor:** Karling Aguilera-Fort

**Date of Meeting:** September 4, 2019

**Agenda Section:** Section A: Study Session

**Study Session: 60 Day Superintendent Report Presentation (Aguilera-Fort)**

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The Superintendent will provide the Board of Trustees a sixty (60) day report presentation of his initial findings.

**FISCAL IMPACT:**

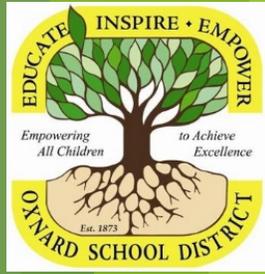
None.

**RECOMMENDATION:**

It is the recommendation of the Superintendent that the Board of Trustees receive the report, as presented.

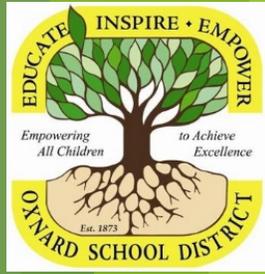
**ADDITIONAL MATERIALS:**

**Attached:** [Sixty Day Report \(12 pages\)](#)



# First Sixty Days

# Superintendent Karling Aguilera-Fort



# Sources:

Interviews with Board members

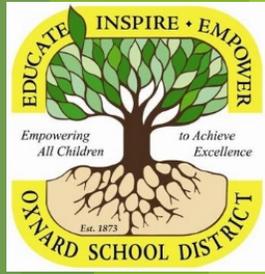
Meetings with staff & Legal Team

Reading of the following documents:

- Special Education Report

Summary of Leadership Associates  
interviews

Observations. Interactions with students  
and staff and some parents.



# Family & Community Ties

Families want to be part of the life of the schools

Want to feel welcomed to our sites

Want to be and to feel informed

Eager to support the schools and staff

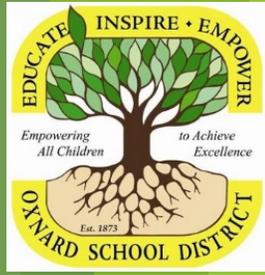


# Leadership

- Committed
- Passionate
- Hard working
- Enthusiastic

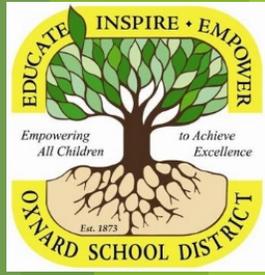


- Professional Capacity**
- Invested in professional development.**
- Provided guidance about curriculum**
- Created structures for collaboration**



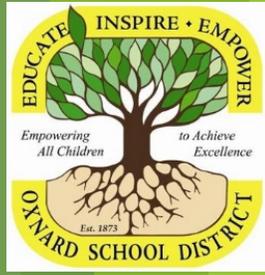
# Student Centered Climate

- Developed initiatives to provide access to technology across grade levels.
- Implemented Professional Learning in the PBIS area
  - Several schools



# Instruction

- Designed units that address standard based instruction. (Dual Language - Expanding)
- Initiated the implementation and message of “First Instruction Approach”
- Initiated the use of assessments to inform instruction. (Success at specific sites)



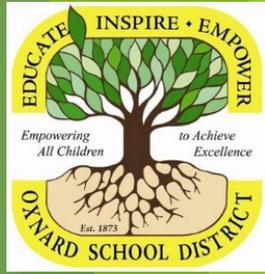
# Next level of work across areas and Departments:

- Develop Systems and structures to deepen the collaboration across departments and schools.
- Develop, document and communicate the process to align curriculum across grade levels and departments.

- Deepen the use of data to inform and to monitor instruction.
- Create, implement and assess processes for teacher and principal collaboration.
- Develop specific processes for shared accountability across departments.

Communicate in a timely manner processes related to human capital: Interviewing, Selecting, hiring staff. Specially Classified staff

- Create department evaluation processes that allow us to adjust, adopt and or abandon certain practices.
- Communicate and explain instructional, operational expectations to the entire organization.



- Implement cycles of reflection across departments so that we can adjust practices in a timely manner.
- Co-design and implement educational services that specifically address the needs of the students with learning differences.
- Enhance our communication with families: Consistency, timely and respectfully.

Questions? Comments?

**OSD BOARD AGENDA ITEM**

**Name of Contributor:** Janet Penanhoat

**Date of Meeting:** September 4, 2019

**Agenda Section:** Section C: Consent Agenda

**Resolution #19-09: Adoption of Appropriations Limit (GANN) & Appropriations Subject to the Limit for 2018-2019 and 2019-2020 (Penanhoat/Crandall Plasencia)**

Proposition 4, better known as the Gann Amendment, was established in Statute of 1980 and requires California State and Local governments, including school districts, to establish yearly appropriation limits through a series of calculations. Since that time, various legislative changes have occurred that have reduced it to a paperwork process that, while mandated, has no fiscal impact on schools.

In accordance with Government Code Section 7906(f) and Article XIII B of the California Constitution, the District must adopt the appropriations limit for fiscal years 2018-2019 and 2019-2020.

**FISCAL IMPACT:**

None.

**RECOMMENDATION:**

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Finance, that the Board of Trustees adopt the Appropriations Limit Resolution #19-09 for 2018-2019 and 2019-2020 fiscal years as required by law.

**ADDITIONAL MATERIALS:**

**Attached:** [Resolution #19-09 \(2 pages\)](#)  
[SACS Form GANN \(3 pages\)](#)

**OXNARD SCHOOL DISTRICT**

**RESOLUTION FOR ADOPTION OF APPROPRIATIONS LIMIT (GANN)  
AND  
APPROPRIATIONS SUBJECT TO THE LIMIT FOR 2018-2019 AND 2019-2020**

**RESOLUTION # 19-09**

WHEREAS, in November of 1979, the California electorate did adopt Proposition 4; commonly called the Gann Amendment which added Article XIII B to the California Constitution; and

WHEREAS, the provisions of the Article establish maximum appropriation limits commonly called "Gann Limits" for public agencies, including school districts, and

WHEREAS, the District must establish and report to the Superintendent of Public Instruction and to the Director of Finance at least annually its appropriations limits, its appropriations subject to limitation, the amount of its State Aid apportionments and subventions included within the proceeds of taxes of the school district, and amounts excluded from its appropriations limit;

NOW, THEREFORE, BE IT RESOLVED, that this Board does provide public notice that the attached calculations and documentation of the revised Appropriation Limits and funds subject to the limit for the 2018-2019 fiscal year and the 2019-2020 fiscal year are made in accordance with applicable constitutional and statutory law, and that the estimated 2019-2020 appropriations limit of the Oxnard School District is \$96,890,478.23 and that the actual 2018-19 appropriations limit was \$95,494,868.47.

AND, BE IT FURTHER RESOLVED that this Board does hereby declare that the appropriations in the budget for the 2018-2019 and 2019-2020 fiscal years do not exceed the limitations imposed by Proposition 4;

AND, BE IT FURTHER RESOLVED that the Superintendent provide copies of this resolution, along with appropriate attachments to interested citizens of this district.

ADOPTED this 4<sup>th</sup> day of September, 2019.

\_\_\_\_\_  
President, Board of Trustees

\_\_\_\_\_  
Clerk, Board of Trustees

\_\_\_\_\_  
Member, Board of Trustees

\_\_\_\_\_  
Member, Board of Trustees

\_\_\_\_\_  
Member, Board of Trustees

STATE OF CALIFORNIA)

)ss

COUNTY OF VENTURA)

I, Monica Madrigal Lopez, Clerk of the Board of Trustees of the Oxnard School District, do hereby certify that the foregoing Resolution #19-09 was adopted by the Board of Trustees of said district at a meeting of said Board held on the 4<sup>th</sup> day of September, 2019, and that it was so adopted by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

By: \_\_\_\_\_  
Clerk of the Board of Trustees

	2018-19 Calculations			2019-20 Calculations		
	Extracted Data	Adjustments*	Entered Data/Totals	Extracted Data	Adjustments*	Entered Data/Totals
<b>A. PRIOR YEAR DATA</b> (2017-18 Actual Appropriations Limit and Gann ADA are from district's prior year Gann data reported to the CDE)	<b>2017-18 Actual</b>			<b>2018-19 Actual</b>		
1. FINAL PRIOR YEAR APPROPRIATIONS LIMIT (Preload/Line D11, PY column)	94,360,043.63		94,360,043.63			95,494,868.47
2. PRIOR YEAR GANN ADA (Preload/Line B3, PY column)	16,042.62		16,042.62			15,660.78
ADJUSTMENTS TO PRIOR YEAR LIMIT	<b>Adjustments to 2017-18</b>			<b>Adjustments to 2018-19</b>		
3. District Lapses, Reorganizations and Other Transfers						
4. Temporary Voter Approved Increases						
5. Less: Lapses of Voter Approved Increases						
6. TOTAL ADJUSTMENTS TO PRIOR YEAR LIMIT (Lines A3 plus A4 minus A5)			0.00			0.00
7. ADJUSTMENTS TO PRIOR YEAR ADA (Only for district lapses, reorganizations and other transfers, and only if adjustments to the appropriations limit are entered in Line A3 above)						
<b>B. CURRENT YEAR GANN ADA</b> (2018-19 data should tie to Principal Apportionment Software Attendance reports and include ADA for charter schools reporting with the district)	<b>2018-19 P2 Report</b>			<b>2019-20 P2 Estimate</b>		
1. Total K-12 ADA (Form A, Line A6)	15,660.78		15,660.78	15,299.82		15,299.82
2. Total Charter Schools ADA (Form A, Line C9)	0.00		0.00	0.00		0.00
3. TOTAL CURRENT YEAR P2 ADA (Line B1 plus B2)			15,660.78			15,299.82
<b>C. CURRENT YEAR LOCAL PROCEEDS OF TAXES/STATE AID RECEIVED</b>	<b>2018-19 Actual</b>			<b>2019-20 Budget</b>		
TAXES AND SUBVENTIONS (Funds 01, 09, and 62)						
1. Homeowners' Exemption (Object 8021)	172,959.69		172,959.69	166,574.00		166,574.00
2. Timber Yield Tax (Object 8022)	3.34		3.34	0.00		0.00
3. Other Subventions/In-Lieu Taxes (Object 8029)	7,547.31		7,547.31	6,593.00		6,593.00
4. Secured Roll Taxes (Object 8041)	22,978,591.59		22,978,591.59	23,939,136.00		23,939,136.00
5. Unsecured Roll Taxes (Object 8042)	458,214.96		458,214.96	472,658.00		472,658.00
6. Prior Years' Taxes (Object 8043)	86,126.35		86,126.35	88,152.00		88,152.00
7. Supplemental Taxes (Object 8044)	952,172.22		952,172.22	738,192.00		738,192.00
8. Ed. Rev. Augmentation Fund (ERAF) (Object 8045)	292,020.27		292,020.27	1,003,020.00		1,003,020.00
9. Penalties and Int. from Delinquent Taxes (Object 8048)	0.00		0.00	0.00		0.00
10. Other In-Lieu Taxes (Object 8082)	0.00		0.00	0.00		0.00
11. Comm. Redevelopment Funds (objects 8047 & 8625)	3,134,488.15		3,134,488.15	0.00		0.00
12. Parcel Taxes (Object 8621)	0.00		0.00	0.00		0.00
13. Other Non-Ad Valorem Taxes (Object 8622) (Taxes only)	0.00		0.00	0.00		0.00
14. Penalties and Int. from Delinquent Non-LCFF Taxes (Object 8629) (Only those for the above taxes)	0.00		0.00	0.00		0.00
15. Transfers to Charter Schools in Lieu of Property Taxes (Object 8096)						
16. TOTAL TAXES AND SUBVENTIONS (Lines C1 through C15)	28,082,123.88	0.00	28,082,123.88	26,414,325.00	0.00	26,414,325.00
OTHER LOCAL REVENUES (Funds 01, 09, and 62)						
17. To General Fund from Bond Interest and Redemption Fund (Excess debt service taxes) (Object 8914)	0.00		0.00	0.00		0.00
18. TOTAL LOCAL PROCEEDS OF TAXES (Lines C16 plus C17)	28,082,123.88	0.00	28,082,123.88	26,414,325.00	0.00	26,414,325.00





**OSD BOARD AGENDA ITEM**

**Name of Contributor:** Janet Penanhoat

**Date of Meeting:** September 4, 2019

**Agenda Section:** Section C: Facilities Agreement

**Ratification of Change Order #1 to Field Contract #FC-P20-00010 with Sam Hill & Sons, Inc. for Repair of Storm Drain Line at Sierra Linda (Penanhoat)**

On June 19, 2019, the Board of Trustees approved the Award of Field Contract #FC-P20-00010 to Repair Storm Drain Line at Sierra Linda School with Sam Hill & Sons, Inc. in the amount of \$48,410.00. Upon commencement of construction, the project team encountered unforeseen conditions during the excavation, and adjustments to the design were required. In order to avoid a conflict with unmarked existing utilities that were encountered, additional excavation was necessary to lower the elevation of the new storm drain line, and an increase in the size of the new sediment basin and pump well were needed to meet the new elevations. Additional time was required to procure material and was negotiated as an Excusable Non-Compensable time extension. The project was completed without disruption to the start of the school year.

Change Order #1 in the amount of \$6,289.82 was negotiated with Sam Hill & Sons, Inc., bringing the final contract amount to \$54,699.82.

**FISCAL IMPACT:**

\$6,289.82 - Deferred Maintenance Funds

**RECOMMENDATION:**

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services that the Board of Trustees ratify Change Order #1 to Field Contract #FC-P20-00010 with Sam Hill & Sons, Inc., in the amount of \$6,289.82.

**ADDITIONAL MATERIALS:**

**Attached:** [Change Order #1 - Sam Hill and Sons Inc. \(2 Pages\)](#)  
[Proposal-Backup - Change Order #1 \(14 Pages\)](#)  
[Field Contract #FC-P20-00010 - Sam Hill and Sons Inc. \(3 Pages\)](#)



# CHANGE ORDER

**Date: 8/19/2019**

**CHANGE ORDER NO. 1**

**PROJECT: Repair Storm Drain Line at Sierra Linda  
Field Contract #FC-P20-00010**

**OWNER: Oxnard School District  
1051 South A Street  
Oxnard, CA. 93030**

**ARCHITECT: N/A**

**CONTRACTOR: Sam Hill & Sons, Inc.  
P.O. Box 5670  
Ventura, CA 90701**

**Architects Proj. No.: N/A  
D.S.A. File No.: N/A  
D.S.A. App. No.: N/A**

**Attn: Steve Moreno**

**CONFORMANCE WITH CONTRACT DOCUMENTS, PROJECT MANUAL, DRAWINGS AND SPECIFICATION. All Change Order work shall be in strict conformance with the Contract Documents, Project Manual, Drawings, and Specifications as they pertain to work of a similar nature.**

<b>ORIGINAL CONTRACT SUM</b> .....	<b>\$48,410.00</b>
<b>NET CHANGE - ALL PREVIOUS CHANGE ORDERS</b> .....	<b>\$ 0.00</b>
<b>ADJUSTED CONTRACT SUM</b> .....	<b>\$48,410.00</b>
<b>NET CHANGE – This change order</b>	<b>\$6,289.82</b>
<hr/>	
<b>Total Change Orders to Date:</b> .....	<b>\$6,289.82</b>
<b>ADJUSTED CONTRACT SUM THROUGH CHANGE ORDER NO. 1</b> .....	<b>\$54,699.82</b>
<b>Commencement Date:</b> .....	<b>7/01/19</b>
<b>Original Completion Date:</b> .....	<b>7/15/19</b>
<b>Time Extension for all Previous Change Orders:</b> .....	<b>0 days</b>
<b>Time Extension for this Change Order: ... (excusable, non-compensable)</b> .....	<b>10 days</b>
<b>Adjusted Completion Date:</b> .....	<b>8/08/19</b>
<b>Percentage</b> .....	<b>12.9%</b>

Item	Description	Unforeseen Condition (UFO)	Additional Scope (AS)	Design Clarification (DC)	Code Requirement
1.	COR-0001: additional excavation and increase in size of sediment basin and pump well to accommodate lower elevation of drainage line due to encountering unforeseen utilities	\$6,289.82			
2.					
	Totals				

Total Change Order No. 1 .....\$ 6,289.82

*\*NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND ASST. SUPT. BUSINESS & FISCAL SERVICES OR PURCHASING DIRECTOR*

**APPROVAL (REQUIRED):**

ARCHITECT: \_\_\_\_\_

DATE: \_\_\_\_\_

CONTRACTOR: \_\_\_\_\_

DATE: \_\_\_\_\_

**RECOMMENDED FOR APPROVAL:**

OSD DSA INSPECTOR: \_\_\_\_\_

DATE: \_\_\_\_\_

\_\_\_\_\_  
ASST. SUPERINTENDENT, BUSINESS & FISCAL SERVICES

DATE: \_\_\_\_\_

**APPROVAL (REQUIRED):**

BOARD APPROVAL

DATE: \_\_\_\_\_

ASST.SUPT./PURCHASING DIRECTOR: \_\_\_\_\_

DATE: \_\_\_\_\_

DSA APPROVAL

DATE: \_\_\_\_\_



P.O. BOX 5670  
 VENTURA, CA 93005  
 License No. 648594

Phone: (805) 644-6278  
 Fax: (805) 644-2813  
 Website: samhollandsons.com

REQUEST FOR CHANGE ORDER (RFC): 1

Date: 08/14/19

Contract Number: FC-P20-00010

Customer: Oxnard School District

Project Name: Sierra Linda School - Storm Drain

SH&S Job Number: 4958.19

	ITEM	QUANTITY	UNIT	UNIT PRICE	SUBTOTAL
1	<u>EWT# 4958072519</u>	<u>1</u>	<u>LS</u>	<u>\$ 1,510.00</u>	<u>\$1,510.00</u>
2	<u>EWT# 4958080219</u>	<u>1</u>	<u>LS</u>	<u>\$ 4,779.82</u>	<u>\$4,779.82</u>
3	<u></u>	<u></u>	<u></u>	<u></u>	<u></u>
4	<u></u>	<u></u>	<u></u>	<u></u>	<u></u>
5	<u></u>	<u></u>	<u></u>	<u></u>	<u></u>
6	<u></u>	<u></u>	<u></u>	<u></u>	<u></u>

TOTAL FOR THIS REQUEST FOR CHANGE: \$6,289.82

**Reason for Change:** Sam Hill & Sons encountered conflicts with existing utilities while installing 4" SDR-35. Note that site was USA'd per underground construction requirements but the location of utilities is private. The principle conflicts we had were a sewer and a gas line that was too shallow for us to go over the top and maintain fall. The proposed solution at the direction of school district was to go deeper in order to maintain fall. This caused the designed inverts at the catch basin and the pump well to be deeper. After meeting with the Oxnard School district Project Manager it was decided to increase the depth of the fiberglass sump and add extensions to the catch basin to account for the increased depth.

Submitted By: Steve Moreno

Date: 8/14/2019

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

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









Famcon Pipe & Supply, Inc  
 200 Lambert St  
 OXNARD, CA 93036  
 Phone 805-485-4350  
 Fax 805-485-3070

CONFIRMATION/ORDER

# Ship Ticket

SHIP DATE	ORDER NUMBER
08/01/2019	S100008863.001
Famcon Pipe & Supply, Inc 200 Lambert St OXNARD, CA 93036 Phone 805-485-4350 Fax 805-485-3070	
PAGE NO.	
1 of 1	

SOLD TO:

SHIP TO:

HILL SAM & SON'S INC. FUS  
 P.O. BOX 5670  
 VENTURA, CA 93005-0670

4958 SAM HILL SIERRA LINDA SCHOOL  
 2201 JASMINE ST  
 OXNARD, CA 93036

CUSTOMER NUMBER	CUSTOMER PO NUMBER	JOB NAME / RELEASE NUMBER	SALESPERSON		
1963	4597	4597	Don Isley		
WRITER		SHIP VIA	WAREHOUSE	ORDER DATE	FREIGHT ALLOWED
Doug Hampton		PICK UP	Ship: FPS Price: FPS	07/29/2019	No
ORDER QTY	SHIP QTY	DESCRIPTION			
2ea	2ea	31-0813 BASIN-F 12" EXTENSION			
<p><i>4958080219</i></p> <p><i>EWT</i></p>					

Subtotal	
S&H Charges	
Tax	36
Payments	
Amount Due	



Famcon Pipe & Supply, Inc  
 200 Lambert St  
 OXNARD, CA 93036  
 Phone 805-485-4350  
 Fax 805-485-3070



# Invoice

**RECEIVED**  
 AUG 06 2019  
 BY: .....

INVOICE DATE	INVOICE NUMBER
08/02/2019	S100009411.002
REMIT TO: Famcon Pipe & Supply, Inc 200 Lambert St OXNARD, CA 93036	
PAGE NO.	
1 of 1	

BILL TO:

SHIP TO:

HILL SAM & SON'S INC. FPS  
 P.O. BOX 5670  
 VENTURA, CA 93005-0670

HILL SAM & SON'S INC. FPS  
 P.O. BOX 5670  
 VENTURA, CA 93005-0670

CUSTOMER NUMBER		CUSTOMER PO NUMBER		JOB NAME / RELEASE NUMBER		SALESPERSON		
242		4958		4958		Don Isley		
WRITER			SHIP VIA		TERMS		SHIP DATE	ORDER DATE
Manny Flores			PICK UP		Net 30 Days		08/02/2019	08/02/2019
ORDER QTY	SHIP QTY	DESCRIPTION				UNIT PRICE	EXT PRICE	
6ea	6ea	806030 90, SLIP SCH 80 3"				10.000/ea	60.00	
1ea	1ea	806010 90, SLIP SCH 80 1"				2.350/ea	2.35	
2ea	2ea	817010 45, SLIP SCH 80 1"				4.500/ea	9.00	
2ea	2ea	829010 COUPLING, SLIP SCH80 1"				2.750/ea	5.50	
4ea	4ea	829030 COUPLING, SLIP SCH80 3"				13.000/ea	52.00	
1ea	1ea	2721QT QUART GLUE #721 LOW VOC RED HOT (30894)				21.150/ea	21.15	
1ea	1ea	P70QT QUART PRIMER (30758)				17.250/ea	17.25	
1ea	1ea	MSG04 MANHOLE STOP GASKET, 4" #102675				5.000/ea	5.00	
10ft	10ft	P80100 PIPE, 1" SCH80 PVC BELLED END				0.620/ft	6.20	
20ft	20ft	P80300 PIPE, 3" SCH80 PVC BELLED END				3.350/ft	67.00	
		<small>20190802 10:14:07 AM S100009411.2</small> 						
		CHANG				<div style="border: 1px solid black; border-radius: 50%; padding: 10px; display: inline-block;">           \$96.58 T&amp;M         </div>		
		EWT 4958080219 ✓						
Invoice is due by 09/01/2019 Past Due invoices may be subject to 1.50% late charge. Thank you for your business. If this invoice is paid by credit card, there will be a 3% fee.						Subtotal	245.45	
						S&H Charges	0.00	
						Tax	17.80	
						Payments	0.00	
						Amount Due	263.25	

CON  
T&M  
T&M  
T&M  
CON  
CON  
CON  
CON  
T&M  
T&M

9/2/19  
No  
from Hill  
check



Famcon Pipe & Supply, Inc  
 200 Lambert St  
 OXNARD, CA 93036  
 Phone 805-485-4350  
 Fax 805-485-3070

CONFIRMATION/ORDER #

# Ship Ticket

SHIP DATE	ORDER NUMBER
08/02/2019	S100009411.002
Famcon Pipe & Supply, Inc 200 Lambert St OXNARD, CA 93036 Phone 805-485-4350 Fax 805-485-3070	
PAGE NO.	
1 of 1	

4958 080219 ✓  
 EWT

SOLD TO:

SHIP TO:

HILL SAM & SON'S INC. FPS  
 P.O. BOX 5670  
 VENTURA, CA 93005-0670

HILL SAM & SON'S INC. FPS  
 P.O. BOX 5670  
 VENTURA, CA 93005-0670

CUSTOMER NUMBER	CUSTOMER PO NUMBER	JOB NAME / RELEASE NUMBER	SALESPERSON
242	4958	4958	Don Isley
WRITER	SHIP VIA	WAREHOUSE	ORDER DATE
Manny Flores	PICK UP	Ship: FPS Price: FPS	08/02/2019
ORDER QTY	SHIP QTY	DESCRIPTION	
6ea	6ea	806030 90, SLIP SCH 80 3"	
1ea	1ea	806010 90, SLIP SCH 80 1"	
2ea	2ea	817010 45, SLIP SCH 80 1"	
2ea	2ea	829010 COUPLING, SLIP SCH80 1"	
4ea	4ea	829030 COUPLING, SLIP SCH80 3"	
1ea	1ea	2721QT QUART GLUE #721 LOW VOC RED HOT (30894)	
1ea	1ea	P70QT QUART PRIMER (30758)	
1ea	1ea	MSG04 MANHOLE STOP GASKET, 4" #102675	
10ft	10ft	P80100 PIPE, 1" SCH80 PVC BELLED END	
20ft	20ft	P80300 PIPE, 3" SCH80 PVC BELLED END	
<small>2018/08/02 10:14:07 AM S100009411.2</small>  <small>CHANG</small>			

Subtotal	
S&H Charges	
Tax	38
Payments	
Amount Due	

COASTAL PIPCO

\*\*\* ORIGINAL INVOICE \*\*\*

MAILING  
P.O. BOX 5027  
OXNARD, CA 93031-5027

WAREHOUSE  
833 MAULHARDT AVENUE  
OXNARD, CA 93030-8913  
805-485-0455, Fax 805-983-3909

SHIP TO: SAM HILL & SONS\*  
P.O. BOX 5670  
VENTURA, CA 93005-0670

SOLD TO: SAM HILL & SONS\*  
P.O. BOX 5670  
VENTURA, CA 93005-0670

RECEIVED  
AUG 05 2019  
BY: .....

INVOICE # S2062784.001  
-----  
INV DATE:08/02/19  
TERMS:AS STATED ON INVOICE  
ORD DATE:08/02/19  
CUST PO:4958  
ORD\RCV:chano  
SHIP VIA:OP QUICK PRINT  
SALES BR:COASTAL PIP  
SHIP BR: COASTAL PIP  
SALESMAN:FRED GAINES

Line	Description	Ordered	Shipped	UM	Unit Pric	Net
1	005-40-10BE 1/2" X 10' PVC40 PIPE	10	10	ft	0.186	1.86
2	429-005N 1/2" SOCKET COUPLING PVC40	2	2	ea	0.152	0.30
3	012-80-BE 1-1/4"X 20' PVC80 BE PIPE	10	10	ft	1.315	13.15
4	829-012 1-1/4" PVC80 SKT COUPLING	2	2	ea	3.837	7.67
5	56-44 4" PVC/CI RUBBER COUPLING	1	1	ea	7.903	7.90

\*\*\*\*\*  
Please mail all correspondence to  
P.O. Box 5027  
Oxnard Ca 93031

V #

T&M IRRIGATION REPAIR

** PLEASE REMIT TO **	INVOICE #: S2062784.001	SUBTOTAL	30.88
COASTAL PIPCO		SALES TAX	2.39
P.O. BOX 5027		TOTAL \$	33.27
OXNARD, CA 93031-5027			
PHONE #:			
FAX #:			

IF YOUR ACCOUNT IS CURRENT AND PAID BY THE 10TH OF THE MONTH YOU MAY DEDUCT: -0.62

EWT 4958080219 ✓

8/6/19 aea  
No ticket  
only invoice

COASTAL PIPCO

\*\* SHIP TICKET S2062784.001 \*\*

Warehouse: 1

\*\* C.O.D. \*\* C.O.D. \*\* C.O.D. \*\*

COASTAL PIPCO  
P.O. BOX 5027  
OXNARD, CA 93031-5027 (Mailing)  
833 MAULHARDT AVENUE  
OXNARD, CA 93030-8913 (Warehouse)  
805-485-0455, Fax 805-983-3909

Page # 1  
P/O-JOB 4958  
Ordered By: chano  
Required : 08/02/19  
Release # :  
Printed at 10:35:29 02 AUG 2019



Bill To:

SAM HILL & SONS\*  
P.O. BOX 5670  
VENTURA, CA 93005-0670  
Phone # : 644-6278

Ship To:

SAM HILL & SONS\*  
P.O. BOX 5670  
VENTURA, CA 93005-0670

Order-Date-Ship-Date--Writer--Terms-----Ship Via-----Warehouse-----  
08/02/19 08/02/19 FRED GA AS STATED ON INVOI QP QUICK PRINT Shp 1 Prc 1

Loc-----	Ord'r'd--	Avail--		Unit Price	Net
530-02-00	10ft	10ft	005-40-10BE 1/2" X 10' PVC40 PIPE	0.186	1.86
106-07-02	2ea	2ea	429-005N 1/2" SOCKET COUPLING PVC	0.152	0.30
533-00-00	10ft	10ft	012-80-BE 1-1/4"X 20' PVC80 BE PI	1.315	13.15
110-04-04	2ea	2ea	829-012 1-1/4" PVC80 SKT COUPLING	3.837	7.67
218-12-03	1ea	1ea	56-44 4" PVC/CI RUBBER COUPLING	7.903	7.90
				ORDER TOTAL	30.88
				Sales tax	2.39
				Invoice Amount	33.27

4958080219  
ENT / REPAIR BROKEN IRRIGATION LINES

\*\* C.O.D. \*\* C.O.D. \*\* C.O.D. \*\*

CHECK YOUR ORDER - YOUR SIGNATURE CONFIRMS OUR COUNT  
Counted and received in good condition.

By: \_\_\_\_\_  
Material shortage must be reported within 5 working days

\*\* C.O.D. \*\* C.O.D. \*\* C.O.D. \*\*

.. Reprint .. Reprint .. Reprint .. Reprint ..

Return Policy:

1. Returns must be accompanied by a receipt.
2. Returns must be in purchased condition.
3. Returns are subject to a restocking charge by Coastal Pipco and/or manufacturer.
4. Returns are not allowed for custom cut or threaded materials.
5. No returns after 30 days.

4958080219

EXT



LOWE'S HOME CENTERS, LLC  
301 WEST GONZALES ROAD  
OXHARD, CA 93036 (805) 981-2330

- SALE -

SALES#: S1941101 13 TRANS#: 19777930 08-02-19

23904 2-IN SCH40 ADAPTER 436020 1.44  
23977 1-IN x 5-FT SCH40 PVC PIP 3.87

SUBTOTAL: 5.31

TAX: 0.41

INVOICE 1996 TOTAL: 5.72

VISA: 5.72

INVOICE # 1996  
RECEIVED

VISA:XXXXXXXXXX2564 AMOUNT:5.72 AUTHCD:735400

CHIP REFID:194119307525 00/02/19 13:32:13

CUSTOMER CODE: na

APL: Visa Credit TOR: 8080000000

AID: A000000031010 TS1: 6800

STORE: 1941 TERMINAL: 19 00/02/19 13:32:33

# OF ITEMS PURCHASED: 2

EXCLUDES FEES, SERVICES AND SPECIAL ORDER ITEMS



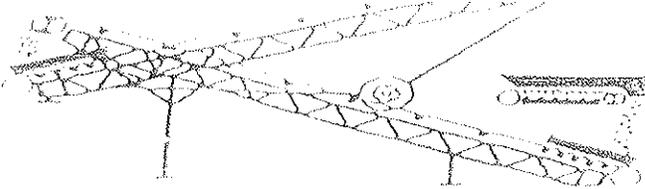
THANK YOU FOR SHOPPING LOWE'S.  
SEE REVERSE SIDE FOR RETURN POLICY.  
STORE MANAGER: ANNA NATHAUBY

LOWE'S PRICE MATCH GUARANTEE  
FOR MORE DETAILS, VISIT LOWES.COM/PRICEHATCH

\*\*\*\*\*

\* YOUR OPINIONS COUNT! \*  
\* REGISTER FOR A CHANCE TO BE \*  
\* ONE OF FIVE \$300 WINNERS DRAWN MONTHLY! \*  
\* REGISTRESE EN EL SORTIDO MENSUAL \*  
\* PARA SER UNO DE LOS CINCO GANADORES DE \$300! \*  
\* \*  
\* REGISTER BY COMPLETING A GUEST SATISFACTION SURVEY \*  
\* WITHIN ONE WEEK AT: [www.lowes.com/survey](http://www.lowes.com/survey) \*  
\* Y O U R I D # 19966 1941 214 \*  
\* \*  
\* NO PURCHASE NECESSARY TO ENTER OR WIN. \*  
\* VOID WHERE PROHIBITED. MUST BE 18 OR OLDER TO ENTER. \*  
\* OFFICIAL RULES & WINNERS AT: [www.lowes.com/survey](http://www.lowes.com/survey) \*  
\*\*\*\*\*

STORE: 1941 TERMINAL: 19 00/02/19 13:32:33



11011 Azusa Blvd  
 Walnut, CA 93004  
 (805) 672-0200  
 Fax (805) 647-6970

3500 Camino Canyon Rd  
 Fillmore, CA 93015

Invoice	127791
Date	01/21/2015
Page	1

RECEIVED

Bill To: HILL, SAM & SON'S  
 P.O. BOX 5670  
 VENTURA CA 93005

Ship To: BEENE ROAD  
 HAUL \$6.29  
 VENTURA

JAN 26 2015

Purchase Order No.	Customer ID	Project Code	Payment Terms	Ship Date
003 - Beene Rd.	HILL, SAM		Net 30	01/21/2015

Item #	Qty	Item Number	Description	Unit Price	Ext. Price	Tax
1331	25.39 Tons	100	BLENDED FILL SAND	\$4.00	\$101.56	Y
	1.00 Each	HAULING	HAULING	\$159.70	\$159.70	N
	1.00 Each	EN 5	ENVIRONMENTAL FEE	\$5.00	\$5.00	Y

10.80 per ton

V 626 # ~~403~~ 20-1 yard

Sub Total	\$ 266.26
Tax	\$ 8.00
Total	\$ 274.26

Quantity: 25.39

Ron

# Santa Paula Materials, Inc.

# Invoice

P.O. Box 467  
 Santa Paula, CA 93061  
 Phone: (805)525-6858 Fax: (805)525-6592  
 E-mail: accounting@santapaulamaterials.com

**RECEIVED**  
 AUG 05 2019  
 BY: .....

Invoice Number: 13592  
 Invoice Date: 7/31/2019  
 Payment Due: 8/30/2019

<b>Bill To</b>	<b>Ship To</b>
Sam Hill and Sons, Inc. PO Box 5670 Ventura, CA 93005	THOUSAND OAKS

P.O. Number/Project	F.O.B.	Terms
4963		Net 30

Serviced	Ticket No.	Description	Quantity	Unit Price	Amount
7/10/2019	37079	3/4" Crushed Rock	22.16	16.00	354.56T
		Freight & Handling	2.25	100.00	225.00
		Ventura County Sales Tax 7.25%		7.25%	25.71
<i>27.31 per ton</i>					
			<i>V 1144 #</i>	<i>4963</i>	
<i>EWT 4963 071019 ✓</i>					

Overdue accounts subject to a service charge of 1.5% per month and all attorney fees incurred to collect any unpaid invoice.

<b>Total</b>	\$605.27
<b>Payments/Credits</b>	\$0.00
<b>Balance Due</b>	\$605.27

Please make all checks payable to Santa Paula Materials, Inc. See above for remittance address.

Steve



RECEIVED  
JUL 30 2019  
BY: .....

INVOICE	
Invoice No.	I0059077
InvoiceDate	7/25/2019
Order No.	
Shipper ID	S0059082
Delivery Tkt #	
Customer ID	SAM01
Order Date	7/25/2019

MAILING: P.O. BOX 940669, SIMI VALLEY, CA 93094 FAX # (805)584-0769  
240 W. LOS ANGELES AVE., SIMI VALLEY, CA 93065 PH # (805)527-0841

BILL TO:	SHIP TO:
SAM HILL & SONS P.O. BOX 5670 VENTURA, CA 93005	Sam Hill & Sons SIMI PLANT SIMI VALLEY, CA

PAGE 1

F.O.B. POINT	SHIP VIA	ORDERED BY	CUSTOMER P.O. NO.		
	will call		JOB 4958		
SHIP DATE	TERMS	SALES PERSON	SITE		
7/25/2019	Net 30	SHANNON GARCIA	SIMI PLANT		
PART NUMBER AND DESCRIPTION		QTY SHIPPED	UNITS	PRICE	EXT. PRICE
CATCH BASINS	Catch Basins	3.00	EACH	60.00	180.00
CATCH BASINS	0	0.00	EACH	0.00	0.00

V 1090 # 4958

STM

90-30

Will ATTACHED TO EWT - STM

EWT 4958072519 ✓

Sales Total	180.00
Shipping & Handling	0.00
Discount	0.00
Tax Total	13.05
	<hr/>
	193.05
Less Paid Amount	0.00
<b>TOTAL</b>	<b>193.05</b>



**PRODUCTS**

MAILING: P.O. BOX 940669, SIMI VALLEY, CA 93064 FAX # (805)584-0769  
240 W. LOS ANGELES AVE., SIMI VALLEY, CA 93065 PH # (805)527-0841

**CUSTOMER DELIVERY TICKET**

Shipper ID S0059082  
Sales Order No.  
Delivery Tkt #  
Customer ID SAM01  
Order Date 7/25/2019

**REPRINT**

**BILL TO:**

SAM HILL & SONS  
P.O. BOX 5670  
VENTURA, CA 93005

**SHIP TO:**

Sam Hill & Sons  
SIMI PLANT  
SIMI VALLEY, CA

Notes:

PAGE 1

F.O.B. POINT

SHIP VIA  
will call

ORDERED BY

CUSTOMER P.O. NO.  
JOB 4958

SHIP DATE  
7/25/2019

TERMS  
Net 30

SALES PERSON  
SHANNON GARCIA

SITE  
SIMI PLANT

SHIP COMPLETE  
No

LINE PART NUMBER AND DESCRIPTION  
00002 CATCH BASINS Catch Basins  
Notes: 3-2424X6

QUANTITY UNITS  
3.00 EACH

BIN LOCATION

00003 CATCH BASINS 0  
Notes:

0.00 EACH

Name:	Arrive job
	leave job
Received by:	Job time
	Crane time

The purchaser hereby acknowledges receipt and of the above materials and by so doing consents and agrees to all terms and conditions stated on the back hereof

**MUST BE TYPEWRITTEN**  
 OXNARD SCHOOL DISTRICT  
 1051 South A Street • Oxnard, CA 93030  
 Phone: (805) 385-1501 • Fax: (805) 240-7582

Project No.: <b>FC-P20-00010</b>
-------------------------------------

**FIELD CONTRACT FOR LABOR AND MATERIALS FOR PROJECTS LESS THAN \$60,000.00**

THIS CONTRACT is made as of 5/15/19, between **Sam Hill & Sons Inc.** ("Contractor") and the Oxnard School District ("District" and, together with Contractor, "the Parties").

A. In consideration of the satisfactory performance of this contract by Contractor, District agrees to pay or cause to be paid to Contractor the sum of Forty-Eight Thousand Four Hundred Ten Dollars (\$48,410.00), payable in 1 progress payment(s) subject to additions and deductions as provided in this agreement. This sum shall constitute payment in full to Contractor for all work provided under this agreement, including but not limited to employee or sub-contractor costs, taxes, insurance and permit costs.

B. The work to be performed by Contractor shall consist of: **\*SEE ATTACHED PROPOSAL DATED 5/22/19.**

C. Contractor agrees to commence the work within \*\* calendar days after receiving notice to proceed (NTP) from the District and to carry out the work at all times with the greatest possible dispatch and to complete the entire work under this agreement within \*\* calendar days. All work must be completed within the time limits set forth in this Contract. **\*\*Work to start 7/1/19 and end 7/15/19\*\***

D. The Parties agree that damages for Contractor's failure to complete all work within the specified time limit are impossible to ascertain but the sum of One Hundred Dollars (\$100.00) per day is a reasonable estimate. Should the work not be completed within the time indicated above, the Contractor shall be liable for liquidated damages, payable to the District, in the amount of One Hundred Dollars (\$100.00) for each calendar day of delay in completion.

E. This contract includes the terms and conditions provided hereinafter under the heading **"General Conditions"**.

F. Contractor guarantees that the work done under this agreement will be free from faulty materials or workmanship. On receiving notification from owner, Contractor agrees to remedy, repair, or replace, immediately, without cost to owner and to its entire satisfaction, all defects, damages, or imperfections appearing in the work within a period of one year from completion of this agreement. However, if the drawings or specifications provide for a guaranty or warranty of any materials or workmanship in excess of the above stated one-year period, the longer guaranty or warranty shall be controlling as to the covered materials or workmanship. Payments to Contractor shall not relieve Contractor of these obligations.

G. **PREVAILING WAGE RATES:** Prevailing wage rates apply to all public works over \$1,000 and such work/projects are subject to compliance monitoring and enforcement by, and Contractor on such projects must be registered with, the Department of Industrial Relations. Contractor shall adhere to the prevailing wage determinations made by the Director pursuant to **California Labor Code Division 2, Part 7, Chapter 1, Articles 1-5**. Copies of the prevailing rate of per diem wages are on file in the District Purchasing Department. Contractor shall post all applicable job site notices, including prevailing wage rates, at conspicuous locations at the job site. To the extent applicable, Contractor shall furnish payroll and all records specified in Labor Code §1776 directly to the Labor Commissioner, as prescribed by the Labor Commissioner. Contractor shall ensure that subcontractors, if any, adhere to this provision.

H. **FINGERPRINTING:** Contractors must be required to have their employees fingerprinted prior to the start of work, pursuant to *California Education Code* Section 45125.1

I. IN WITNESS HEREOF, the Parties have executed this agreement, including all contract documents as indicated below, which are on file with the District and are made a part hereof:

- |  |   |   |
|--|---|---|
| <input checked="" type="checkbox"/> Scope of Work  | <input checked="" type="checkbox"/> Subcontractor List                          | <input checked="" type="checkbox"/> Performance/Payment Bonds           |
| <input checked="" type="checkbox"/> Specifications | <input checked="" type="checkbox"/> Certificates/Liability Insurance            | <input checked="" type="checkbox"/> Purchase Order No. <u>P20-00010</u> |
| <input type="checkbox"/> Drawings                  | <input checked="" type="checkbox"/> Certificates/Workers Compensation Insurance | <input checked="" type="checkbox"/> Proposal dated <u>5/22/19</u>       |
| <input type="checkbox"/> Supplemental Conditions   |   | <input checked="" type="checkbox"/> Other PWC-100 DIR Registration      |

**CONTRACTOR TO FILL IN THE FOLLOWING**

(By signing below, Contractor represents that it is qualified to perform public work pursuant to Labor Code Section 1771(a) and that adequate evidence of current registration with the Department of Industrial Relations is included or has been separately provided to District)

Firm Name <u>SAM HILL &amp; SONS, INC.</u>	Date <u>6/7/19</u>
Signature <u>[Signature]</u>	Telephone <u>805-644-6278</u>
Title <u>VICE PRESIDENT</u>	Fax No. <u>805-644-2813</u>
	Contractor's License No. <u>648594 - CLASS A</u>
	Fax No. <u>ABOVE</u>
Firm Address <u>P.O. Box 5670 VENTURA CA 93005</u>	

## GENERAL CONDITIONS

1. **WORK:** The term "work" of Contractor when mentioned in this agreement includes labor or materials, or both.
2. **JOB WALK/SITE VISIT:** Contractor shall become fully acquainted with the site of the proposed work and all the conditions relating to the construction and labor involved so that any difficulties and restrictions regarding the execution of this work are fully understood. Contractor shall make no claim for compensation in addition to that specified in this contract based upon site conditions apparent by inspection, either actual or constructive, at the time of signing this contract.
3. **LABOR, MATERIALS AND EQUIPMENT:** Contractor shall furnish and transport all labor, materials, tools, implements, appliances and equipment required to perform and completely finish in a workmanlike manner to the satisfaction and approval of the District, free of any and all liens and claims of laborers, artisans, material men, suppliers, and subcontractors, and in conformity in all respects with all applicable federal, state, county, and municipal laws, ordinances, rules, regulations, the work described in the plans and/or specifications, if any, or as described in this contract.
4. **DEFAULT BY CONTRACTOR:** Contractor's failure to comply with any of the terms and/or conditions of this contract shall constitute a default by the Contractor. If Contractor at any time during the progress of the work refuses or neglects, without the fault of the District, to supply sufficient materials or workers to complete the work for a period of more than 10 days after having been notified in writing by the District to furnish them, the District shall have the power to furnish and provide such materials and workers as are necessary to finish the work, and the reasonable expense thereof shall be deducted from the contract price as determined by this agreement.
5. **TERMINATION:** District may, by written notice to Contractor, terminate Contractor's right to proceed with the work if Contractor (1) defaults on this contract, (2) refuses or fails to prosecute the work with sufficient diligence to ensure its completion within the time specified in this contract or in an amendment agreed to as provided in this contract, (3) fails to make timely payments to subcontractors or material suppliers, (4) disregards laws, ordinances, rules, regulations or order of any public authority having jurisdiction over this project, or (5) otherwise does not in good faith carry out the terms of this agreement. Upon receipt of a written notice of termination, Contractor shall then discontinue the work and District will have power to contract for completion of the work or to complete the work itself, and to charge the cost and expense to Contractor, and the expense so charged shall be deducted and paid by the District out of money that either may be due or may at the time thereafter become due to Contractor under this agreement or any part of it. If such expense exceeds the sum that would have been payable under this agreement had Contractor completely performed the work, Contractor shall immediately pay the amount of excess to District, failing which recourse may be made immediately to Contractor's bond. In case District requires Contractor to discontinue work under this agreement, Contractor agrees to waive and hereby does waive all claims against District for profits, loss, of damages on the uncompleted work.
6. **DISCONTINUE:** District shall have the right at any time, for its own convenience when in its opinion it becomes necessary or expedient to discontinue permanently the work being done under this agreement by sending a written notice to Contractor, and Contractor shall then discontinue the work. In this event, District shall pay to Contractor the full amount to which Contractor is entitled for all work done and labor and materials furnished by Contractor under this agreement and to the satisfaction of the District up to the time of such discontinuance. Such amount to be determined by District.
7. **EXCUSABLE DELAY:** District may at its sole discretion grant Contractor a time extension to complete this contract due to causes not reasonably foreseeable by the parties to this contract if the contractor presents a request for a time extension to the District, writing within 5 days of the event or occurrence for which the extension is sought providing satisfactory evidence to establish that fault, and it shall not be entitled to time extension to complete the contract.
8. **TIME:** Time is of the essence in the performance of this contract.
9. **PROVISIONS REQUIRED BY LAW:** Each and every provision of law or clause required to be inserted in the contract shall be deemed to be inserted herein and this contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted or is not inserted correctly then upon application of either party the contract shall forthwith be physically amended to make such insertion or correction.
10. **SUBCONTRACTORS:** Any subcontractor engaged by the Contractor shall be engaged subject to the prior written approval of District. Contractor shall be responsible for all operations of each subcontractor and for all subcontractors' compliance with their terms of this contract. This contract shall not be construed as creating a contractual relationship between the District and any subcontractor.
11. **PREVAILING WAGE RATES:** Refer to Paragraph G on the Cover of this Contract.
12. **APPRENTICEABLE OCCUPATIONS:** Contractor shall be responsible for compliance with Labor Code & 17775 et. seq. for apprenticeable occupations.
13. **PAYROLL RECORDS:** Contractor and subcontractors shall comply with Labor Code Section 1776 regarding payroll records including, but not limited to, keeping accurate records that show the name, address, social security number, work week and the actual per diem wages paid to each journeyman, apprentice, worker, or other employed in connection with this contract. Payroll records shall be certified and available for inspection during business hours at Contractor's, or subcontractor's principal place of business.
14. **HEALTH AND SAFETY:**
  - a. **Safety Standards:** Contractor shall perform this contract in compliance with all applicable laws, ordinance, rules, regulations, standards and lawful orders of public authorities bearing on safety of persons or property of their protection from damage, injury or loss and shall insure that all completed work stratifies all applicable safety standards. Contractors shall erect and maintain as required by existing conditions and performance of the contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazard promulgation safety regulations and notifying the District and users of adjacent sites and utilities. Contractor shall obtain from the District and comply with rules and regulations pertaining to safety, security and driving on school grounds, particularly when children are present. The policy of District is to promote safety practices that minimize personal injury and potential property damage. Contractor covenants that all employees working on this project meet or exceed all laws, ordinance, rules, regulations, codes and standards for safety and protection of personnel and property. Although it has not duty to do so, District may notify Contractor upon discovery of a safety standard violation and, when so notified, Contractor shall immediately correct the unsafe practice or situation. District retains the right in its sole discretion to shut down the work until any unsafe practice or situation is corrected in which case Contractor shall not be entitled to any time extension to complete work under the contract and shall be liable for assessment of any resulting liquidated damages. The power in the District to stop the work does not give rise to any duty on the part of the District to exercise this right for the benefit of the Contractor to any other person or entity. District retains the right, in its sole discretion, to assess Contractor a fine at one hundred dollars per day for failure to timely correct any unsafe practice or situation for which it has received written notice from the District. Determination of finelness of Contractor actions taken to correct an unsafe practice or situation is written the sole discretion of the District.
  - b. **Drug and Alcohol Use:** Contractor shall not permit the possession, use, or sale of any alcoholic beverage or illegal, controlled drug or substance or the abuse of prescribed medication on or immediately adjacent to the jobsite by any Contractor employee, subcontractor, subcontractor's employee or associate.
  - c. **Hazardous or Toxic Substances:** Contractor shall notify District in writing if performance of this contract may result in exposure to any person, or any District property, to toxic or hazardous substances. Contractor shall comply with all State and Federal laws and regulations regarding handling and use of toxic or hazardous substances and shall keep accurate records of all exposures required to be monitored by State or Federal Law.
  - d. **Scheduling:** Contractor shall schedule all work involving dangerous and/or excessively noisy equipment outside of normal school hours as defined by District.
15. **ASBESTOS AND OTHER HAZARDOUS MATERIAL:** Contractor shall not use or allow any subcontractor to use any materials containing asbestos in the project. In the event the Contractor encounters on the site material reasonably believed to be asbestos or polychlorinated biphenyl (PCB) which has not been rendered harmless, the Contractor shall immediately stop work in the area affected and report the condition to District. The work in the affected area shall not thereafter be resumed except by written agreement of District and Contractor, if in fact the material is asbestos or polychlorinated biphenyl (PCB), or until the material has been rendered harmless.
16. **MATERIAL SAFETY DATA SHEETS:** Contractor shall make Material Safety Data Sheets available in a readily accessible place at the work site for any material requiring a Material Safety Data Sheet pursuant to the Federal Hazard Communication; standard or employees right to know law. Contractor shall ensure proper labeling of any substance brought onto the job site, inform any person working with material requiring a Material Safety Data Sheet or within the general area of the material or the hazards of the substance and ensure that such person(s) follow proper handling and protection procedures.
17. **PROTECTION OF WORKMENS, PROPERTY AND WORK:** Contractor shall erect and properly maintain at all times as required by conditions and progress of work all necessary safeguards, signs, barriers, lights and watchmen for the protection of workers and the public and shall post danger signs warning against hazards created by construction. In an emergency affecting safety of life, work or adjoining property Contractor, without special instruction or authorization from District, may act at his/her discretion; to prevent threatened loss or injury.
18. **DAMAGE TO DISTRICT PROPERTY:** Contractor shall restore, at Contractor's expense, to its original condition, any District property damaged as a result of carrying out any portion of this contract. Contractor shall notify District not less than five (5) workdays in advance of necessity for vehicles or heavy equipment to cross any turf or lawn area so the irrigation water may be withheld from the area to be traversed. Contractor shall be liable for any damage and/or vandalism to the project during the performance of this contract or as a result of storing materials on site in an unauthorized and/or unsecured manner.
19. **HOLD HARMLESS:** With the exception that the following provisions of this article shall in no event be construed to require indemnification by Contractor in excess of that permitted under the public policy of the State of California, Contractor shall indemnify and save harmless the District and its governing board, agents and employees, and each of them, of and from:
  - a. Any and all claims, demands, causes of action, damages, costs, expenses, losses, or liabilities in law or in equity, of every kind and nature whatsoever (including, but not limited to, injury to or death of Contractor any subcontractor, or any employees of District, Contractor or any subcontractor, and damage to or destruction of property), arising out of or in any manner directly or indirectly connected with the work to be performed under this contract, however caused, regardless of any negligence of District or its agents, employees or servants, be it active or passive, except the sole negligence or willful misconduct of District or its agents, employees or servants acting in the scope of their duties; and
  - b. Any and all penalties imposed on account of the violation of any law or regulation, compliance with which is left by this contract to Contractor. Contractor shall (1) at Contractor's own cost, expense and risk, defend all suits, actions or other legal proceedings that may be brought or instituted by third persons against District, its agents, employees or servants, or any two or more of them, on any such claim, demand or cause of action of such , third persons, or the enforce any such penalty, (2) pay and satisfy any judgment or decree that may be rendered against District or its agents, employees or servants, or any two or more of them, in any such suit, action or legal proceedings; and (3) reimburse District and its agents, employees and/or servants for any and all legal expenses incurred by each of them in connection therewith or in enforcing the indemnity granted in this article.
20. **INSURANCE:** Contractor shall obtain all required insurance from a company or companies acceptable to District and shall not allow any subcontractor to commence work on its subcontract until it obtains all required insurance. Contractor shall provide evidence of insurance in the form of a Certificate of Insurance naming District as an additional insured and providing District thirty (30) days written notice of reduction in coverage or cancellation. Contractor shall insert a provision substantially similar to the requirements of this article in each subcontract covering any portion of the work and shall require subcontractors to take out and maintain such insurance and to file proof of compliance as stated above. Contractor shall obtain and provide the following policies of insurance, submit to the District evidence of the insurance prior to commencing work on the contract, and maintain the insurance at all times during the life of the contract:
  - a. Comprehensive General Liability Insurance that shall name the district as an additional insured and shall protect Contractor and District against any liability that Contractor may incur (1) on account of bodily injuries to or the death of any person other than an employee of Contractor and consequential damages arising therefrom to the extent of not less than \$500,000 and on account of bodily injuries to or the death of more than one such person, subject to the same limit for each, and consequential damages arising therefrom as a result of any one occurrence to the extent of not less than \$500,000 and (2) on account of damage to or construction of any property, to the extent of not less than \$500,000 for each accident and \$500,000 aggregate.
  - b. Workers compensation insurance in statutory form and Employer Liability Insurance covering Contractor's liability to the extent of not less than \$500,000 for damages on account of bodily injuries to or death of one person or persons. The insurance described in part "a" above shall also provide contractual liability coverage satisfactory to District with respect to liability assumed by Contractor under the indemnity provisions in article 18 of this contract. Contractor shall be aware of and comply with, and require subcontractors to comply with Workers Compensation laws and all related regulations pursuant to California Labor Code, Division 2, Part 7, Chapter 1, Article 3.
  - c. Fire Insurance will be provided by the District with coverage at one hundred percent (100%) of the insurable value of the contract including labor and materials in or adjacent to the structure insured and materials in place or to be used as part of the permanent construction including surplus materials, protective fences, temporary structure, miscellaneous materials and supplies incident to the work. Any loss shall be payable to the District.
21. **BONDS:** District shall have the right to require Contractor to furnish such bond or bonds covering the faithful performance of all the terms, conditions, provisions of this contract and the payment of all obligations arising under this contract in the form and amount as District may prescribe and with such sureties as it may approve. Such bonds shall be arranged and paid for by the Contractor and shall be issued by a surety admitted to issue bonds in California. These bonds are referred to in this contract as Contractor's bonds.
22. **WORKERS:**
  - a. Contractor shall at all times enforce strict discipline and good order among its employees and shall not employ any unfit or unskilled person in performing this contract.
  - b. Contractor shall remove from the work any employee deemed incompetent or unfit by District and shall not again employ that employee on the project except with written consent of District.
23. **SUPERVISION:** Contractor shall provide competent supervision of all its employees engaged in performance of this contract.
24. **CONTRACTOR NOT AN OFFICER, EMPLOYEE OR AGENT OF DISTRICT:** While engaged in carrying out this Contract, Contractor is an independent contractor and not an officer, employee, servant or agent of District. Contractor has and hereby retains the right to exercise full control and supervision of the work and full control over the employment, direction, compensation and discharge of all persons assisting in the work. Contractor agrees to be solely responsible for all matters relating to payment of its employees, including compliance with Social Security, withholding and all other regulations governing such matters. Contractor agrees to be responsible for its own acts and those of its subordinates, employees and subcontractors.
25. **PERMITS AND LICENSES:** Contractor shall acquire all necessary permits and shall secure and maintain in force all licenses and permits required by law to perform this contract.
26. **OCCUPANCY:** District reserves the right to occupy buildings or facilities at any time before contract completion. Occupancy shall not constitute final acceptance of any part of the work converted by this contract for small occupancy existed the date specified for completion.
27. **ASSIGNMENT:** Contractor shall not assign any of its duties or responsibilities under the terms of the contract.
28. **BRAND OR TRADE NAMES:** When a brand name or names are listed, it or they shall be construed to be followed by the words "or approved equal" whether or not those words in fact follow the brand name or names in the specifications. Any product meeting this specified standards in the District's judgment will qualify as a substitute for the specified work. In the case that an item listed in the specification is specified by only one brand name or trade name, the District's research has indicated that the item has a unique or novel product application. Where District is aware of two or more equal products, at least two trade names will be listed. Exact compliance with specified brand or trade name products is required unless an amendment is issued. All requests to substitute must be in writing directed to the District's Director of Facilities. Contractor must supply the brand name, model number and other information to substantiate that the substitute item is equal to the item specified. District retains the right, in its sole discretion, to approve the item required for substitution as "an equal" or to determine that the item is not equal to the item specified, or to request further substantiating information.
29. **PAYMENT:** Ninety percent of the contract price, less (1) any fines imposed pursuant to law or these General Conditions; (2) funds withheld due to stop notices; and/or (3) funds withheld to correct damages caused by Contractor will be paid in a lump sum upon satisfactory completion of the work and acceptance by District unless specified otherwise in this contract or any special conditions. District will retain the retention amount allowed by law for a period of thirty-five (35) days after recording the Notice of Completion. Payment of such amount requires that Contractor first provide to District a waiver and release from each subcontractor, if any, engaged in the work in the form prescribed by Civil Code section 3262.
30. **ANTI-DISCRIMINATION:** Contractor, and any subcontractor hired by Contractor, shall not discriminate against any employee engaged in the performance of this contract because of race, color, ancestry, sex, national origin, or religious creed. Contractor and subcontractors shall comply with applicable Federal and California laws including but not limited to the California Fair Employment Practice Act, set forth in Government code sections 12900 et. seq. and Labor Code section 1735.
31. **INSPECT** District shall at all times have access to all parts of the work and to the shops where the work is in preparation. Contractor shall at all times maintain proper facilities and provide safe access for conservation and inspection of the work. District shall have the right to reject, or require contractor of, materials and/or workmanship that are defective. Contractor shall remove rejected work from the premises without charge to District. District reserves the right to determine in its sole discretion and at any time before final acceptance of the work, the necessity of examining work already completed by removing or tearing out the same, in which case Contractor shall, on request, promptly furnish all necessary facilities, labor and materials to

# SAM HILL & SONS, INC.

Lic. # 648594

P.O. Box 5670  
 Ventura, CA 93005  
 Phone: (805) 644-6278  
 Fax: (805) 644-2813

<b>To:</b> Oxnard School District	<b>Contact:</b> Lisa A. Franz
<b>Address:</b> 1051 South "A" Street Oxnard, CA 93030	<b>Phone:</b> (805) 385-1501
<b>Project Name:</b> Sierra Linda Courtyard Storm Drain Improvements	<b>Bid Number:</b>
<b>Project Location:</b> Sierra Linda School, Oxnard, CA	<b>Bid Date:</b> 5/22/2019

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
1	Mobilization	1.00	EACH	\$2,130.00	\$2,130.00
2	Remove Catch Basin Install Zoeller Duplex Storm Water Pump System With: Control Panel, Vents & Connect To Existing 3" Discharge	1.00	LS	\$25,650.00	\$25,650.00
3	Remove & Replace Concrete Swale +/- 60'	1.00	LS	\$4,170.00	\$4,170.00
4	Remove & Replace 4" SDR-35 +/- 90'	1.00	LS	\$5,640.00	\$5,640.00
5	Install Concrete Sediment Basin 24"x24"x36" On 12" Of Pea Gravel, Connect To Existing 3" Roof Drains	1.00	LS	\$3,800.00	\$3,800.00
6	Cap & Abandon Existing 4" Drain Line In Place	1.00	LS	\$630.00	\$630.00
7	Incidental Sidewalk Replacement +/- 75 SF	1.00	LS	\$2,590.00	\$2,590.00
8	4" PCC Concrete Slab +/- 200 SF	1.00	LS	\$3,800.00	\$3,800.00

**Total Bid Price: \$48,410.00**

**Notes:**

- **Included:** Excavation, native backfill, compaction, Concrete for Anti-flotation Ring, haul off removed spoils, fill sand bedding & shade, one move-in, shoring as required, set all boxes to finish grade one time, schedule inspections for our work, payment and performance bonds.
- **Excluded:** Permits, fees, engineering, staking, compaction tests, import backfill, grading, dewatering, rock for trench stabilization, construction water meter/source, traffic control, grinding, removal or replacement of AC Pavement, video inspection, handling or disposal of hazardous materials, conflicts with existing utilities, cylinder testing of concrete, landscaping, irrigation, cathodic protection junction boxes and associated hardware, painting, patching, 3rd party testing-CALCTP Testing Certification, Arc flash and coordination study, label & seismic calculations, NETA testing, testing and start up plans,
- Price is good for 30 days from date of quote.
- **DIR # 1000008073**
- **This proposal is Non-Divisible; All Items are to be accepted in order to effect line item pricing.**
- **Sam Hill & Sons may need to remove fence panels for access to site this was discussed on job walk on 5/8/19 and approved by maintenance crew.**

<p><b>ACCEPTED:</b>                  The above prices, specifications and conditions are satisfactory and are hereby accepted.</p> <p><b>Buyer:</b> _____</p> <p><b>Signature:</b> _____</p> <p><b>Date of Acceptance:</b> _____</p>	<p><b>CONFIRMED:</b>  <b>Sam Hill &amp; Sons, Inc.</b></p> <p><b>Authorized Signature:</b> _____</p> <p><b>Estimator:</b> Steven T Moreno</p>
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**OSD BOARD AGENDA ITEM**

**Name of Contributor:** Janet Penanhoat

**Date of Meeting:** September 4, 2019

**Agenda Section:** Section C: Facilities Agreement

**Ratification of Change Order #1 to Agreement #18-237 with PaveWest Inc. for Asphalt Paving 2019 (Penanhoat)**

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On June 5, 2019, the Board of Trustees approved the Award of Formal Bid #18-01 and Agreement #18-237 for Asphalt Paving 2019 with PaveWest Inc. for asphalt pavement repairs and coating at Brekke School in the amount of \$139,590.00. Upon commencement of construction, the project team encountered unforeseen conditions during the demolition activity and, with consultation from the engineering team, took measures to protect the existing asphalt paving surface and apply a new surface finish.

Change Order #1 in the amount of \$8,091.34 was negotiated with PaveWest Inc., and Change Order #1 represents a net increase of 5.8% to the original contract amount, bringing the final contract amount to \$147,681.34.

**FISCAL IMPACT:**

\$8,091.34 - Deferred Maintenance Funds

**RECOMMENDATION:**

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services that the Board of Trustees ratify Change Order #1 to Agreement #18-237 with PaveWest, Inc. in the amount of \$8,091.34.

**ADDITIONAL MATERIALS:**

**Attached:** [Change Order #1 - PaveWest Inc. \(2 Pages\)](#)  
[Proposal \(1 Page\)](#)  
[Agreement #18-237 - PaveWest Inc. \(3 Pages\)](#)



# CHANGE ORDER

**Date: 8/16/2019**

**CHANGE ORDER NO. 1**

**PROJECT: ASPHALT PAVING 2019  
O.S.D. BID No.18-01  
O.S.D. Agreement No. 18-237**

**OWNER: Oxnard School District  
1051 South A Street  
Oxnard, CA. 93030**

**ARCHITECT: N/A**

**CONTRACTOR: PaveWest Inc.  
11700 166<sup>th</sup> Street  
Artesia, CA 90701**

**Architects Proj. No.: N/A  
D.S.A. File No.: N/A  
D.S.A. App. No.: N/A**

**Attn: Jeff Shanholtzer**

**CONFORMANCE WITH CONTRACT DOCUMENTS, PROJECT MANUAL, DRAWINGS AND SPECIFICATION. All Change Order work shall be in strict conformance with the Contract Documents, Project Manual, Drawings, and Specifications as they pertain to work of a similar nature.**

<b>ORIGINAL CONTRACT SUM</b> .....	<b>\$139,590.00</b>
<b>NET CHANGE - ALL PREVIOUS CHANGE ORDERS</b> .....	<b>\$ 0.00</b>
<b>ADJUSTED CONTRACT SUM</b> .....	<b>\$139,590.00</b>
<b>NET CHANGE – This change order</b>	<b>\$8,091.34</b>
<hr/>	
<b>Total Change Orders to Date:</b> .....	<b>\$8,091.34</b>
<b>ADJUSTED CONTRACT SUM THROUGH CHANGE ORDER NO. 1</b> .....	<b>\$147,681.34</b>
<b>Commencement Date:</b> .....	<b>6/17/19</b>
<b>Original Completion Date:</b> .....	<b>8/01/19</b>
<b>Time Extension for all Previous Change Orders:</b> .....	<b>0 days</b>
<b>Time Extension for this Change Order: ... (excusable, non-compensable)</b> .....	<b>0 days</b>
<b>Adjusted Completion Date:</b> .....	<b>8/01/19</b>
<b>Percentage</b> .....	<b>5.8%</b>

Item	Description	Unforeseen Condition (UFO)	Additional Scope (AS)	Design Clarification (DC)	Code Requirement
1.	COR-0001: Delete micro-grinding scope at basketball/volleyball courts, install a 1" overlay over entire court area			\$8,091.34	
2.					
	Totals				

Total Change Order No. 1 ..... \$ 8,091.34

*\*NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND ASST. SUPT. BUSINESS & FISCAL SERVICES OR PURCHASING DIRECTOR*

**APPROVAL (REQUIRED):**

ARCHITECT: \_\_\_\_\_

DATE: \_\_\_\_\_

CONTRACTOR: \_\_\_\_\_

DATE: \_\_\_\_\_

**RECOMMENDED FOR APPROVAL:**

OSD DSA INSPECTOR: \_\_\_\_\_

DATE: \_\_\_\_\_

\_\_\_\_\_  
ASST. SUPERINTENDENT, BUSINESS & FISCAL SERVICES

DATE: \_\_\_\_\_

**APPROVAL (REQUIRED):**

BOARD APPROVAL

DATE: \_\_\_\_\_

ASST.SUPT./PURCHASING DIRECTOR: \_\_\_\_\_

DATE: \_\_\_\_\_

DSA APPROVAL

DATE: \_\_\_\_\_



**Grading, Asphalt Paving, Concrete & Repair**

11700 166<sup>TH</sup> STREET, ARTESIA, CA 90701 \* PHONE: (562) 694-3113 \* FAX: (562) 403-0037

**Proposal**

June 10, 2019

Mr. Orlando De Leon  
NCARB CCM LEED AP  
Facilities Project & Sustainability/Energy Manager  
Oxnard School District  
1055 South C Street  
Oxnard, CA 93030

Project: Norman Brekke Elementary School  
Address: 1400 Martin Luther King Jr., Oxnard, CA 93030  
Project Number: #18-01

Scope of Work

Overlay 1" of asphalt in the basketball court area.	<u>\$12,091.34</u>
Void - Micro grind ¼ to ¾.	<u>(\$4,000.00)</u>
	Total <u>\$8,091.34</u>

Signature: \_\_\_\_\_  
Orlando De Leon

Signature:  \_\_\_\_\_  
Jeff Shanholtzer

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

Director of Public Works

SECTION 00310

AGREEMENT #18-237

**THIS AGREEMENT** is made this 5th day of June, 2019, in the City of Oxnard, County of Ventura, State of California, by and between **OXNARD SCHOOL DISTRICT**, a California School District, hereinafter called the "District" and **Pave West Inc.**, hereinafter called the "Contractor", with a principal place of business located at 11700 166<sup>th</sup> Street, Artesia, CA 90701.

**WITNESSETH**, that the District and the Contractor in consideration of the mutual covenants contained herein agree as follows:

**1.01 The Work.** Within the Contract Time and for the Contract Price, subject to adjustments thereto pursuant to the Contract Documents, the Contractor shall perform and provide all necessary labor, materials, tools, equipment, utilities, services and transportation to complete in a workmanlike manner and in strict compliance with the terms and conditions of the Contract Documents all of the Work required in connection with the work of improvement commonly referred to as:

Bid #18-01  
Asphalt Paving 2019 – McAuliffe & Brekke

Contractor shall complete all Work covered by the Contract Documents, including without limitation, the Drawings and Specifications prepared by the Architect, and other Contract Documents enumerated in Article 5 below, along with all modifications and addenda thereto, in strict accordance with the Contract Documents.

**1.02 Contract Time.**

**A. Final Completion of the Work.** The Work shall be commenced on the date stated in the initial Notice to Proceed issued by the District to the Contractor and shall be completed within **forty-five (45) consecutive calendar days** from the date stated in the initial Notice to Proceed. See General Conditions, Article 7.

<u>Project</u>	<u>Starting Date</u>	<u>Completion Date</u>
McAuliffe	June 17, 2019	August 1, 2019
Brekke	June 17, 2019	August 1, 2019
<b><u>TOTAL CONTRACT PERIOD:</u></b>		
Construction	June 17, 2019	July 25, 2019
Closeout/Punch List items	July 25, 2019	August 1, 2019

**1.03 Contract Price.** The District shall pay the Contractor as full consideration for the Contractor's full, complete and faithful performance of the Contractor's obligations under the Contract Documents, subject to any additions or deduction as provided for in the Contract Documents, the Contract Price of One Hundred Thirty-Nine Thousand Five Hundred Ninety Dollars and Zero Cents (\$139,590.00). The Contract Price is based upon the Contractor's Base Bid Proposal and Add Alternate #1. The District's payment of the Contract Price shall be in accordance with the Contract Documents.

**1.04 Liquidated Damages.** In the event of the failure or refusal of the Contractor to achieve Completion of the Work of the Contract Documents within the Contract Time, as adjusted, or completion of the Interim Milestones as provided in the Contract Special Conditions, the Contractor shall be subject to assessment of Liquidated Damages in accordance with the Contract Documents.

**1.05 The Contract Documents.** The Contract Documents consist of the following:

Notice to Contractors Calling for Bids	Certificate of Workers Compensation
Instructions for Bidders	Drug Free Workplace Certification
Bid Proposal	Fingerprinting Certificate
Subcontractors List	DVBE Participation Goal
Non-Collusion Affidavit	Guarantee
Statement of Bidder's Qualifications	Project Forms
Bid Security	General Conditions
Agreement	Special Conditions
Labor and Material Payment Bond	Specifications
Performance Bond	Drawings

**1.06 Authority to Execute.** The individual(s) executing this Agreement on behalf of the Contractor is/are duly and fully authorized to execute this Agreement on behalf of Contractor and to bind the Contractor to each and every term, condition and covenant of the Contract Documents.

IN WITNESS WHEREOF, this Agreement has been duly executed by the District and the Contractor as of the date set forth above.

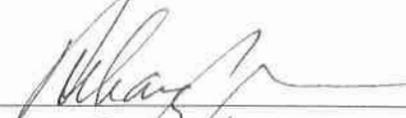
**DISTRICT**

**OXNARD SCHOOL DISTRICT,**  
a California School District

By:   
Janet Pehanhoat, Assistant Superintendent,  
Business & Fiscal Services

**PAVE WEST INC.**

968049  
(Contractor's License Number)

By:   
Name: Richard Mangan  
Title: Owner  
(Corporate Seal)

**END OF SECTION**

**OSD BOARD AGENDA ITEM**

**Name of Contributor:** Janet Penanhoat

**Date of Meeting:** September 4, 2019

**Agenda Section:** Section C: Facilities Agreement

**Ratification of Work Authorization Letter #11 to NV5 West Inc. for DSA Inspector of Record (IOR) Services for the Lemonwood Elementary School ECDC Project (Penanhoat/CFW)**

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At the October 24, 2018, regularly scheduled Board Meeting, the Board of Trustees approved Work Authorization Letter (WAL) #2S with NV5 West Inc. to maintain continuous Inspector of Record (IOR) services as required by the Department of State Architect (DSA) for the Lemonwood Reconstruction Project. Approval of WAL #11 will extend the scope of IOR services to include the Lemonwood Elementary School ECDC Project through project completion (December 2019).

The District, in consultation with CFW recommends issuing Work Authorization Letter #11 to NV5 West Inc. to continue the provision of continuous DSA Inspector of Record Services thru to the completion of the Lemonwood Elementary School ECDC Project.

The Work Authorization Letter is issued pursuant to and consists of:

Master Agreement: #13-130

Work Authorization Letter: #11

Consultant: NV5 West Inc.

Date Issued: 09/04/2019

**FISCAL IMPACT:**

Sixty-Eight Thousand Eight Hundred Dollars and Zero Cents (\$68,800.00) to be paid out of the Master Construct and Implementation Funds within the approved project budget.

**RECOMMENDATION:**

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, in conjunction with Caldwell Flores Winters, Inc. that the Board of Trustees ratify WAL #11 for Master Agreement #13-130 with NV5 West, Inc.

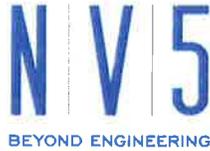
**ADDITIONAL MATERIALS:**

**Attached:** [WAL#11, NV5 West Inc. \(1 Page\)](#)

[NV5 West Inc., Proposal, June 14, 2019 \(1 Page\)](#)

[Master Agreement #13-130 - NOLTE - Vertical Five \(29 Pages\)](#)

	<b>WORK AUTHORIZATION LETTER</b>	
	<b>GENERAL INFORMATION</b>	
	<b>PROJECT #:</b> <b>SITE NAME:</b> Lemonwood Elementary School ECDC <b>MASTER AGREEMENT #:</b> 13-130 <b>WAL #:</b> 11	<b>DATE:</b> 9/4/2019 <b>DSA #</b> 03-116656 <b>OPSC #</b> <b>VENDOR ID:</b>
<b>PURSUANT TO MASTER AGREEMENT BETWEEN:</b>		
<b>DISTRICT</b>	<b>CONSULTANT</b>	
<b>OXNARD SCHOOL DISTRICT</b> 1051 South A Street Oxnard, CA 93030 (805) 385-1501	Firm Name: Street: City, State, Zip: Phone:	NV5 West Inc 1868 Palma Ave. Suite D Ventura, CA 93003 (805)656-6074
<b>SCOPE OF SERVICES TO BE PERFORMED UNDER THIS WAL</b>		
Provide Inspector of Record (IOR) services for the Lemonwood Elementary School ECDC located at 2001 San Mateo Place, Oxnard, CA 93033. The consultant will perform continuous Inspector of Record services to ensure that construction is executed and completed in accordance with the approved DSA Construction Documents, plans, specification, etc. <i>(ATTACH ADDITIONAL PAGES AS NECESSARY)</i>		
<b>SCHEDULE OF SERVICES TO BE PERFORMED UNDER THIS WAL</b>		
<b>START DATE:</b> June 25, 2019	<b>COMPLETION DATE:</b> Dec 31, 2019 or Project Closeout	
<b>FIXED FEE AMOUNT: Sixty- Eight Thousand Eight Hundred Dollars and Zero Cents (\$68,800.00)</b>		
<i>This fee amount is based upon Consultant's proposal dated <u>6/14/19</u> and subsequent negotiations mutually agreed to by all parties</i>		
<i>This WAL is inherently a part of the Master Agreement referenced above. It is bound by the general terms and conditions of the Master Agreement. This WAL describes in detail the Consultants specific Scope of Services, agreed upon lump sum fixed fee, agreed upon schedule for completion of Services, and other provisions required to clearly indicate the required Services, and terms of this WAL.</i>		
<i>This WAL and associated Master Agreement hereby supercede any and all terms, conditions, and other provisions of the Consultant's Proposal; and such terms, conditions, and other provisions are null and void, and are not incorporated to any extent as part of this WAL and associated Master Agreement whether or not they are directly superceded by this WAL and/or the associated Master Agreement.</i>		
<b>IN WITNESS THEREOF, THE PARTIES HAVE AGREED TO AND EXECUTED THIS WAL AS SET FORTH BELOW:</b>		
<b>DISTRICT</b>	<b>CONSULTANT</b>	
OXNARD SCHOOL DISTRICT	CONSULTANT	
(SIGNATURE)	(DATE)	(SIGNATURE) (DATE)
<b>FOR DISTRICT USE ONLY</b>		
<b>PROJECT MANAGER:</b> Mario Mera <b>P.O. #</b> <b>SOURCE OF FUNDS:</b> <input checked="" type="checkbox"/> MEASURE "R" <input type="checkbox"/> DEF. MAINT. <input type="checkbox"/> DEV. FEES <input checked="" type="checkbox"/> OTHER: Master Construct and Implementation Program <b>COST ID:</b> 6290	<b>PREPARED BY:</b> Varun Inapuri <b>P.O. AMOUNT:</b>	
(PM APPROVAL SIGNATURE)	(DATE)	



June 14, 2019

Proposal No: 2019.06.0136

**Oxnard School District**  
**c/o Caldwell Flores Winters, Inc.**  
1901 S. Victoria Avenue, Suite 106  
Oxnard, CA 93035

DSA: 03-116656  
File No.: 56-22

ATTENTION: Mario Mera

SUBJECT: **Proposal for DSA Class 1 Project Inspector Services for the Lemonwood  
Early Childhood Development Center, 2200 Carnegie Ct., Oxnard, CA**

NOLTE - Vertical Five is pleased to submit this proposal for the referenced project.  
Our estimated scope of services and estimated costs are detailed below.

**Scope of Work and Cost Estimate**

	<u>Rate</u>	<u>Units</u>	<u>Total</u>
DSA Class 1 Project Inspector (estimate full-time inspection) - Project is estimated to begin immediately - Planned duration until completion is 6 months	\$ 95.00 hr	1040	\$ 98,800.00
Per District's request Nolte will transfer the remaining budget of approximately \$30,000 from Lemonwood, DSA #03-116026 to the Lemonwood ECDC project, DSA #03-116656.			\$ (30,000.00)
<b>TOTAL:</b>			<b>\$ 68,800.00</b>

**Notes:**

- 1 Travel time and mileage will be waived to project job site for Project Inspector.

Nolte appreciates the opportunity to be of service. If you have any questions, please do not hesitate to contact us.

*Respectfully Submitted,*  
**NOLTE – Vertical Five**

*Reviewed By,*

  
\_\_\_\_\_  
Carol Harrison  
Marketing Manager

  
\_\_\_\_\_  
Scott Moors, CEG 1901  
President

**OXNARD SCHOOL DISTRICT  
AGREEMENT FOR CONSULTANT SERVICES  
(MASTER AGREEMENT – PROJECT DSA INSPECTION [IOR])**

This Agreement for Consultant Services (“Agreement”) is entered into as of this 13<sup>th</sup> day of November, 2013 by and between the **Oxnard School District** (“District”), with offices located at 1051 South A Street, Oxnard, CA 93030, and **NOLTE - 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

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: NOLTE – Vertical Five (NV5)  
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:**

**NOLTE-VERTICAL FIVE:**

Lisa A. Franz  
Signature

Scott Moors  
Signature

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

Scott Moors / Vice President  
Typed Name/Title

11-20-13  
Date

10-30-13  
Date

Tax Identification Number: 95-6002318

Tax Identification Number: 94-2706173

- Not Project Related  
 Project #13-130

**EXHIBIT A**  
**TO AGREEMENT FOR CONSULTANT SERVICES #13-130**

**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 with 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 #13-130

	<b>WORK AUTHORIZATION LETTER (WAL)</b>	
	<b>GENERAL INFORMATION</b>	
	PROJECT #:	DATE:
	SITE NAME:	DSA #:
MASTER AGREEMENT #:	OPSC #:	
WAL #:	VENDOR ID:	
<b>PURSUANT TO MASTER AGREEMENT BETWEEN:</b>		
<b>DISTRICT</b>	<b>CONSULTANT</b>	
<b>OXNARD SCHOOL DISTRICT</b> 1051 South A. St. Oxnard , CA 93030 (805) 385-1501	Firm Name: Street: City, State, Zip: Phone:	
<b>SCOPE OF SERVICES TO BE PERFORMED UNDER THIS WAL</b>		
(ATTACH ADD'L PAGES AS NECESSARY)		
<b>SCHEDULE OF SERVICES TO BE PERFORMED UNDER THIS WAL</b>		
START DATE:		COMPLETION DATE:
<b>FIXED FEE AMOUNT:</b> _____		
<p><i>This fee amount is based upon Consultant's proposal dated _____, and subsequent negotiations mutually agreed to by all parties.</i></p> <p><i>This WAL is inherently a part of the Master Agreement indicated above. It is bound by the general terms and conditions of the Master Agreement. This WAL describes in detail the Consultants specific scope of Services, agreed upon lump sum fixed fee, agreed upon schedule for completion of Services, and other provisions required to clearly indicate the required Services, and terms of this WAL.</i></p> <p><i>This WAL and associated Master Agreement hereby supersede any and all terms, conditions, and other provisions of the Consultant's proposal, and such terms, conditions, and other provisions are null and void and are not incorporated to any extent as part of this WAL and associated Master Agreement whether or not they are directly superseded by this WAL and/or the associated Master Agreement.</i></p> <p><b>IN WITNESS THEREOF, THE PARTIES HAVE AGREED TO AND EXECUTED THIS WAL AS SET FORTH BELOW:</b></p>		
<b>DISTRICT</b>	<b>CONSULTANT</b>	
<b>OXNARD SCHOOL DISTRICT</b>  _____ (SIGNATURE)	CONSULTANT:  _____ (SIGNATURE)	
_____	(DATE)	(DATE)
<b>FOR DISTRICT USE ONLY</b>		
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 #13-130

**EXHIBIT B**  
**TO AGREEMENT FOR CONSULTANT SERVICES #13-130**

**COMPENSATION & RATE/FEE SCHEDULE**

**I. The following rates of pay shall apply in the performance of the Services under this Agreement and the WAL:**

**PROJECT DSA INSPECTIONS FEE SCHEDULE**

NOLTE – Vertical Five is pleased to present Fee Schedule for Project Inspection Services for the Oxnard School District.

<u>Classification</u>	<u>Hourly Rate</u>
1. DSA Class 1 Project Inspector	\$ 85
2. DSA Class 2 Project Inspector	\$ 80
3. DSA Class 3 Project Inspector	\$ 75

**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.**

Not Project Related

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**IV. Consultant shall provide to District a complete Schedule of Values (SOV), identifying major work activities required to complete the authorized scope of work. All invoices must reflect the appropriate progress percentage for each SOV item billed, to be verified by District. District will compensate Consultant for the Services performed upon approval by District of a valid and complete invoice, in form and substance acceptable to District. See Exhibit G for required Invoice Approval Form and Billing Cover Sheet. The Billing Cover Sheet shall reflect the approved SOV. In connection with Services that are only partially completed at the time an invoice is paid, notwithstanding any provision of the Agreement, the WAL, or any other document, payment of the invoice does not constitute acceptance of the partially completed work or Service. Each invoice is to include:**

- A. Billing Cover Sheet/SOV with all appropriate progress percentages identified toward completion of the Services.
- B. Acceptable back-up for billings shall include, but not be limited to:
  - a. Records for all personnel describing the work performed, the number of hours worked, and the hourly rate, for all time charged to the Services.
  - b. Records for all supplies, materials and equipment properly charged to the Services.
  - c. Records for all travel pre-approved by District and properly charged to the Services.
  - d. Records for all subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.

Unless otherwise directed by District, in writing, completed invoices are to be submitted to the attention of the Director of Purchasing and the Assistant Superintendent, Business and Fiscal Services. To be considered complete, the invoice packet shall include all back-up documentation required by District and sign-off from District staff, Program Manager or project manager assigned by District to supervise the Services.

**V. The total compensation for the Services shall be provided for in the WAL(s) issued subsequent to this Agreement.**

**VI. Compensation Upon Termination.** In the event that District suspends or terminates this Agreement, the WAL or any of the Services pursuant to Section 11 or Section 12a of the Agreement, District will pay Consultant as provided herein and the WAL for all Services and authorized Additional Work actually performed, and all authorized reimbursable expenses actually incurred and paid, under and in accordance with this Agreement and the WAL, up to and including the date of suspension or termination; provided that such payments shall not exceed the amounts specified in the Agreement and the WAL as compensation for the Services completed, plus any authorized Additional Work and authorized reimbursable expenses completed prior to suspension or termination. No payment for demobilization shall be paid unless District at its sole discretion determines that demobilization or other compensation is appropriate. After a notice of termination is given, Consultant shall submit to District a final claim for payment, in the form and with certifications prescribed by District. Such claim shall be submitted promptly, but in no event later than forty (40) calendar days after the Termination Date specified on the notice of termination. Such payment shall be Consultant's sole and exclusive compensation and District shall have no liability to Consultant for any other compensation or damages, including without limitation, anticipated profit, prospective losses, legal fees or costs associated with legal representation or consequential damages, of any kind.

- Not Project Related
- Project #13-130

**EXHIBIT C**  
**TO AGREEMENT FOR CONSULTANT SERVICES #13-130**

**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 #13-130

**EXHIBIT D**  
**TO AGREEMENT FOR CONSULTANT SERVICES #13-130**

**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 Franz  
Lisa A. Franz  
Director, Purchasing

Not Project Related

Project #13-130

**EXHIBIT “E”  
TO AGREEMENT FOR CONSULTANT SERVICES #13-130**

**BACKGROUND CHECK AND FINGERPRINTING PROCEDURES  
FOR CONTRACTORS**

The successful Bidder will be required to assure that its employees, subcontractors of any tier, material suppliers, and consultants do not have direct contact with the District’s students during the performance of the Contract in compliance with Education Code §§ 45125.1 and 45125.2. To assure these provisions, the successful Bidder’s supervisor shall be fingerprinted, and proof of same shall be provided to the District prior to start of on-site work. The supervisor will monitor the workers’ conduct while on school grounds. In addition, the successful Bidder shall barricade the Work area to separate its workers from the students. Costs associated with this process are the responsibility of the successful Bidder.

The Contractors’ construction supervisors or their unsupervised employees who will be working outside of fenced areas during the school hours **must** have submitted a fingerprint identification card to the Department of Justice (DOJ) and have a proof of clearance in the form of an affidavit filed in the Oxnard School District’s Purchasing Office **prior to** the start of the Work.

California Education Code §§45125.1 and 45125.2 require that criminal checks be completed for contractors (Contracting Firm) who provide architectural, construction, janitorial, administrative, landscape, transportation, food-related, or other similar services to school districts.

The undersigned does hereby certify to the Board of Trustees of the Oxnard School District as follows:

That I am a representative of the Contractor currently under contract (“Contract”) with the District; that I am familiar with the facts herein certified, and am authorized and qualified to execute this certificate on behalf of Contractor.

Contractor certifies that it has taken the following actions with respect to the construction Project that is the subject of the Contract:

1. Pursuant to Education Code §45125.2, Contractor has installed or will install, prior to commencement of Work, a physical barrier at the Work Site, which will limit contact between Contractor’s employees and District pupils at all times (mandatory for all Projects); AND
2. The Contractor has complied with the fingerprinting requirements of Education Code §45125.1 with respect to all Contractor’s employees and all of its subcontractors’ employees who may have contact with District pupils in the course of providing services pursuant to the Contract, and the California Department of Justice has determined that none of those employees has been convicted of a felony, as that term is defined in Education Code §45122.1. A complete and accurate list of Contractor’s employees and of all its subcontractors’ employees who may come in contact with District pupils during the course and scope of the Contract is attached hereto; AND/OR

- Not Project Related
- Project #13-130

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 Moore

Title: Vice President

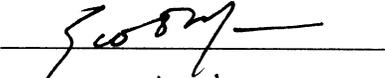
AND/OR

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: 10-30-13

Proper Name of Contractor: Nolte - Vertical Five

Signature: 

By: Scott Moore

Its: \_\_\_\_\_

- Not Project Related  
 Project #13-130

**EXHIBIT "F"**  
**TO AGREEMENT FOR CONSULTANT SERVICES #13-130**

**SCOPE OF SERVICES – PROJECT DSA INSPECTION (IOR)**

**The Project Inspector's Scope of Work includes, but is not limited to, the following:**

Consultant shall ensure that the work performed in the field is in accordance with DSA approved design documents. The project inspector will be required to monitor all construction activities, review RFIs, change orders, and submittals, and to confirm that construction activities were performed satisfactorily in accordance with approved design.

**1. Certifications:**

- a. Possession and maintenance in good standing of all classes of licensed DSA Project Inspectors' Certificate issued by the Division of the State Architect.

**2. Pre-Construction services required:**

- a. Familiarity with the project scope and approved drawings and specifications.
- b. Preparation of all required forms for DSA, the Architect and the District.
- c. Participation at all preconstruction meetings.

**3. Construction Phase Services Required:**

- a. Performance of project inspection in accordance with Sections 4-211, 4-333 and 4-341, Title 24 Part 1, 2010 California Building Standards Administrative Code, Division of State Architect requirements, and all other laws, codes, and regulations governing educational facilities construction inspection.
- b. Daily site inspections with reports to inform Contractor, Architect, District and DSA of non-conforming work and corrective steps required.
- c. Monitoring of daily construction progress relating to the construction schedule, T & M work required, weather delays and like activities.
- d. Verification that all required materials sampling and special inspections are coordinated with construction activities, performed in accordance with project requirements and properly documented.
- e. Tracking of Record Drawing updates by the Contractor.
- f. Prompt filing of all periodic reports required during the construction process.
- g. Attendance at periodic job meetings and visits by DSA and District personnel.
- h. Review of Requests for Information generated by the Contractor.
- i. Observe and document discovered conditions and inform Contractor, Architect and District of such conditions.
- j. Review of periodic pay requests generated by the Contractor.
- k. Review of proposed change orders to verify that such work falls outside of the project scope.

**4. Post-Construction Services Required:**

- a. Compilation of operations and maintenance manuals, warranties/guarantees, and certificates.
- b. Compilation and completion of all documentation to assure DSA close-out with certification.

- Not Project Related
- Project #13-130

#### **5. Reports**

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

- a. All DSA required inspections, reporting, processes and procedures required by the DSA Testing & Inspection Listing, and/or required by the Architect of Record.

#### **6. Time**

All DSA required reporting shall be delivered to the District concurrent with the submittal to DSA, and pursuant to DSA required timelines. The final inspection report (DSA Form 6) shall be completed and electronic filed within 30 calendar days of the notice of completion.

#### **7. Accuracy Standards**

Precision of the inspection reports and other documentation shall be in accordance with the professional standard of care to be expected of professional DSA inspectors licensed to practice in the State of California.





- Not Project Related  
 Project #13-130

## Consultant/Vendor Billing Instructions

### Invoice Cover Sheet Set-Up.

- 1 See "billing tab" below for spreadsheet, these are the instructions
- 2 Enter Project Site name, DSA project number, Project Type, Invoice #, Date, Your Company Name, fax, phone, etc....
- 3 Enter PO # (Purchase Order #) provided to you when contract issued.
- 4 Feel free to include your company logo if you wish
- 5 Enter approved contract agreements, amendments, re-imbursables, allowances, etc. for which you are billing. Include summary scope of work. Enter "Cost Code" provided to you by Program Manager.
- 6 If you wish to break the contract work items down into portions that you would typically separate for progressive payments, please do that now. If your contract allows re-imbursables in addition to contract fee, please separate these values. If you require more line items to complete this step, please highlight the entire last row by clicking on the grey row # at left, press CTRL+C to copy row, right click grey row # immediately below, select "Insert Copied Cells". This can be repeated as many times as necessary. Multiple rows can be copied/inserted in a single step by highlighting multiple rows prior to copying.

### First Billing

- 5 **IMPORTANT!** When you are entering costs for your first billing, enter values (dollar amounts) **ONLY** into the green column. The percentages will change automatically. **NOTE:** Select the (% Complete) billing tab if you prefer to track your billings based on total project % complete. Once % complete is entered, billable amount will populate automatically. Select the (lump sum) billing tab if you prefer to track your billings as a lump sum billable amount to date. Once lump sum amount is entered, % complete will populate automatically.
- 6 Send invoice based on the Dollar value at the PRE-RETENTION value, if applicable.

### Subsequent Billings

- 7 Manually input the dollar values from the "cost completed to date" column into the blue "total previous billings" column
- 8 Enter the corresponding dollar values:% complete values into the green column for total work complete to date.
- 9 Submit a conditional release waiver with the billing. Submit signed pay request certification form.
- 10 Email (middlestadt@cfwinc.com), or mail to the CFW Oxnard office at 1901 Victoria Ave, Suite 106 Oxnard, CA 93035. Please allow 4-6 weeks for invoice processing prior to payment.
- 11 Please note that invoice amounts which exceed remaining contract balance will not be processed, and will be returned to Vendor pending additional contract agreement(s). Incorrect contract amounts, cost codes, or other errors & miscalculations can delay/prevent processing of payment.

**NOTE:** All Consultant/Vendor invoices must be accompanied by this worksheet to ensure proper payment. Invoices without this worksheet may be rejected and may delay payment until the next billing cycle or until the spreadsheet becomes accurate. Invoices not received by the 25<sup>th</sup> may be delayed until the next billing cycle. Contact the Program Manager with any questions regarding billing values, or any other information required, prior to submitting a billing.

# 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](http://www.cavignac.com)

Oxnard School District  
ATTN: Lisa Franz  
1051 South 'A' Street  
Oxnard, CA, 93030

Oct 29, 2013

Re: NV5, Inc.; BTC Labs - Vertical V, 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](mailto:certificates@cavignac.com)) or fax (619-234-1239). Please include a copy of the certificate with your request or reference ID number 243841.

Sincerely,

Cavignac & Associates Certificate Department  
[certificates@cavignac.com](mailto:certificates@cavignac.com)  
619-234-1239 (fax)

cc: Danielle Wooten ([danielle.wooten@nv5.com](mailto:danielle.wooten@nv5.com))

Certificate of Insurance for NV5, Inc.; BTC Labs - Vertical V, Inc.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
10/29/2013

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).

<b>PRODUCER</b> Cavignac & Associates 450 B Street, Suite 1800 San Diego, CA 92101-8005 License No. OA99520	<b>CONTACT NAME:</b> Certificate Department	
	<b>PHONE (A/C No. Ext):</b> 619-234-6848	<b>FAX (A/C, No):</b> 619-234-8601
<b>E-MAIL ADDRESS:</b> certificates@cavignac.com		
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURER A:</b> TRAVELERS PROP CAS CO OF AMER		25674
<b>INSURER B:</b> TRAVELERS IND CO OF CT		25682
<b>INSURER C:</b> HUDSON INS CO		25054
<b>INSURER D:</b>		
<b>INSURER E:</b>		
<b>INSURER F:</b>		

<b>COVERAGES</b>	<b>CERTIFICATE NUMBER:</b> 243841	<b>REVISION NUMBER:</b>
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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.

INSTR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Cross Liab/Sev of Int  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC		X	6806B97547A	5/1/2013	5/1/2014	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 Deductible \$ 0
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		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"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> <b>EXCESS LIAB</b> <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	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		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 Aggreg \$10,000,000

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

Re: Agreement for Consultant Services #13-154. 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, Pollution Liability included per policy form #ADI0510002. Cavignac & Associates will provide 30 days notice of cancellation to the Certificate Holder in the event of policy cancellation.

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

- |   |   |
|---|---|
| <b>A. BROAD FORM NAMED INSURED</b>                                  | <b>H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT</b>  |
| <b>B. BLANKET ADDITIONAL INSURED</b>                                | <b>I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT</b> |
| <b>C. EMPLOYEE HIRED AUTO</b>                                       | <b>J. PERSONAL EFFECTS</b>  |
| <b>D. EMPLOYEES AS INSURED</b>                                      | <b>K. AIRBAGS</b>   |
| <b>E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS</b>                 | <b>L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS</b>                    |
| <b>F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS</b> | <b>M. BLANKET WAIVER OF SUBROGATION</b>                               |
| <b>G. WAIVER OF DEDUCTIBLE – GLASS</b>                              | <b>N. UNINTENTIONAL ERRORS OR OMISSIONS</b>                           |

### **PROVISIONS**

#### **A. BROAD FORM NAMED INSURED**

The following is added to Paragraph A.1., **Who Is An Insured**, of **SECTION II – LIABILITY COVERAGE**:

Any organization you newly acquire or form during the policy period over which you maintain 50% or more ownership interest and that is not separately insured for Business Auto Coverage. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

#### **B. BLANKET ADDITIONAL INSURED**

The following is added to Paragraph c. in A.1., **Who Is An Insured**, of **SECTION II – LIABILITY COVERAGE**:

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and

executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Liability Coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "insured" under the **Who Is An Insured** provision contained in Section II.

#### **C. EMPLOYEE HIRED AUTO**

1. The following is added to Paragraph A.1., **Who Is An Insured**, of **SECTION II – LIABILITY COVERAGE**:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.

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

**BLANKET ADDITIONAL INSURED  
(ARCHITECTS, ENGINEERS AND SURVEYORS)**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

**A. The following is added to WHO IS AN INSURED (Section II):**

Any person or organization that you agree in a "contract or agreement requiring insurance" to include as an additional insured on this Coverage Part, but only with respect to liability for "bodily injury", "property damage" or "personal injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- a. In the performance of your ongoing operations;
- b. In connection with premises owned by or rented to you; or
- c. In connection with "your work" and included within the "products-completed operations hazard".

Such person or organization does not qualify as an additional insured for "bodily injury", "property damage" or "personal injury" for which that person or organization has assumed liability in a contract or agreement.

The insurance provided to the additional insured is limited as follows:

- d. This insurance does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this Coverage Part.
- e. This insurance does not apply to the rendering of or failure to render any "professional services".
- f. The limits of insurance afforded to the additional insured shall be the limits which you agreed in that "contract or agreement requiring insurance" to provide for that additional insured, or the limits shown in the Declarations for this Coverage Part, whichever are less. This endorsement does not increase the limits of insurance stated in the **LIMITS OF INSURANCE (Section III)** for this Coverage Part.

**B. The following is added to Paragraph a. of 4. Other Insurance in COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV):**

However, if you specifically agree in a "contract or agreement requiring insurance" that the insurance provided to an additional insured under this Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is

available to such additional insured which covers such additional insured as a named insured, and we will not share with the other insurance, provided that:

- (1) The "bodily injury" or "property damage" for which coverage is sought occurs; and
- (2) The "personal injury" for which coverage is sought arises out of an offense committed;

after you have entered into that "contract or agreement requiring insurance". But this insurance still is excess over valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the insured when the insured is an additional insured under any other insurance.

**C. The following is added to Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us in COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV):**

We waive any rights of recovery we may have against any person or organization because of payments we make for "bodily injury", "property damage" or "personal injury" arising out of "your work" performed by you, or on your behalf, under a "contract or agreement requiring insurance" with that person or organization. We waive these rights only where you have agreed to do so as part of the "contract or agreement requiring insurance" with such person or organization entered into by you before, and in effect when, the "bodily injury" or "property damage" occurs, or the "personal injury" offense is committed.

**D. The following definition is added to DEFINITIONS (Section V):**

"Contract or agreement requiring insurance" means that part of any contract or agreement under which you are required to include a person or organization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs, and the "personal injury" is caused by an offense committed:

- a. After you have entered into that contract or agreement;
- b. While that part of the contract or agreement is in effect; and
- c. Before the end of the policy period.

**OSD BOARD AGENDA ITEM**

**Name of Contributor:** Janet Penanhoat

**Date of Meeting:** September 4, 2019

**Agenda Section:** Section C: Facilities Agreement

**Approval of CREDIT Change Order No. 001 to Construction Services Agreement #17-215 with Viola Constructors Inc. to adjust costs for the Kinder/Flex Project at Ramona Elementary School (Penanhoat /CFW)**

---

The Ramona Elementary School Kinderflex Project construction work has been completed and accepted by the Architect of Record and the Department of the State Architect (DSA) Inspector of Record. The project is proceeding with contract close-out and DSA Certification. Through the contract close-out process, unused Allowance funds included in Construction Services Agreement (CSA) #17-215 have been identified. CREDIT Change Order (CO) No. 001 is being processed to reduce the GMP and remove unused Allowance funds from CSA #17-215. CREDIT Change Order No. 001 provides for the Board's consideration and approval of one (1) change order; PCO #002 with the following scope of work:

- PCO #002 – Unused Allowances

**FISCAL IMPACT:**

Eleven Thousand Seven Hundred Eleven Dollars and Eighty-Eight Cents (\$11,711.88) decrease to the overall project budget and an identical decrease in the amount paid to Viola under Board approved Construction Services Agreement #17-215. Unused Allowance funds shall be returned to the Master Construct and Implementation Program Reserve.

**RECOMMENDATION:**

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, in conjunction with Caldwell Flores Winters, Inc., that the Board of Trustees approve CREDIT Change Order No. 001 to Construction Services Agreement #17-215 with Viola Constructors Inc. related to the Kinder/Flex Project at Ramona Elementary School. Furthermore, it is recommended that the Board approve the reallocation of \$11,711.88 into the Master Construct and Implementation Program Reserve to account for this credit. If approved, the decrease to project budget and the reallocation of funds to the Program Reserve will be reflected in the District's next Semi-Annual Update to the Master Construct and Implementation Program Report.

**ADDITIONAL MATERIALS:**

**Attached:** [CREDIT Change Order #001 \(2 Pages\)](#)  
[PCO #02 - Unused Allowances \(2 Pages\)](#)  
[Construction Services Agreement #17-215 - Viola \(25 Pages\)](#)



# CHANGE ORDER

**Date: 9.4.2019**

**CHANGE ORDER NO. 001**

**PROJECT:** Kinder/Flex Project at Ramona Elementary School **OWNER:** Oxnard School District  
**O.S.D. BID No.** N/A **1051 South A Street**  
**O.S.D. Agreement No.** 17-215 **Oxnard, CA. 93030**

**ARCHITECT** **Flewelling and Moody**  
 815 Colorado Blvd., Ste. 200  
 Los Angeles, CA 90041

**CONTRACTOR:**  
**Viola Constructors Inc.**  
 1144 Commercial Avenue  
 Oxnard, CA 93031  
 Attn: Pat Waid

**Architects Proj. No.:** 2781-400  
**D.S.A. File No.:** 56-22  
**D.S.A. App. No.:** 03-119033

**CONFORMANCE WITH CONTRACT DOCUMENTS, PROJECT MANUAL, DRAWINGS AND SPECIFICATION. All Change Order work shall be in strict conformance with the Contract Documents, Project Manual, Drawings, and Specifications as they pertain to work of a similar nature.**

ORIGINAL CONTRACT SUM.....	\$ 834,200.84
NET CHANGE - ALL PREVIOUS CHANGE ORDERS .....	\$ .....0.00
ADJUSTED CONTRACT SUM.....	\$ 834,200.84
<b>NET CHANGE -</b> .....	<b>.... \$ (11,711.88)</b>
<hr/>	
Total Change Orders to Date: 001.....	\$ (11,711.88)
ADJUSTED CONTRACT SUM THROUGH CHANGE ORDER NO.: 001.....	\$ 822,488.96

**Commencement Date:** .....October 15, 2018  
**Original Completion Date:** .....February 26, 2019  
**Original Contract Time:** .....134 Calendar Days  
**Time Extension for all Previous Change Orders:** .....000 Calendar Days  
**Time Extension for this Change Order:** .....167 Calendar Days  
**Adjusted Completion Date:** .....August 12, 2019

**Percentage** ..... **(0%)**

Item	Description	Unforeseen Condition (UFO)	Additional Scope (AS)	Design Clarification (DC)	Code Requirement
1.	PCO No. 002- Unused Allowances		(\$11,711.88)		
2.					
3.					
4.					
5.	Totals		(\$11,711.88)		

Total Change Order No. 001 ..... (\$11,711.88)

*\*NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND ASST. SUPT. BUSINESS SERVICES OR PURCHASING DIRECTOR*

**APPROVAL (REQUIRED):**

ARCHITECT: \_\_\_\_\_

DATE: \_\_\_\_\_

CONTRACTOR: \_\_\_\_\_

DATE: \_\_\_\_\_

**RECOMMENDED FOR APPROVAL:**

OSD DSA INSPECTOR: \_\_\_\_\_

DATE: \_\_\_\_\_

\_\_\_\_\_  
ASST. SUPERINTENDENT, BUSINESS & FISCAL SERVICES

DATE: \_\_\_\_\_

**APPROVAL (REQUIRED):**

BOARD APPROVAL

DATE: \_\_\_\_\_

ASST. SUPT./PURCHASING DIRECTOR: \_\_\_\_\_

DATE: \_\_\_\_\_

DSA APPROVAL

DATE: \_\_\_\_\_



**PCO #002**

Viola Incorporated  
 PO BOX 5624  
 Oxnard, California 93031  
 Phone: (805) 487-3871  
 Fax: (805) 487-3870

**Project:** 18-14 - Ramona Elementary School New Addition  
 804 Cooper RD  
 Oxnard, California 93030  
 Phone: 8054873871

**Prime Contract Potential Change Order #002: Unused Allowances**

<b>TO:</b>	Oxnard Unified School District 1051 South A Street Oxnard California, 93030	<b>FROM:</b>	Viola Inc. PO Box 5624 1144 Commercial Avenue Oxnard California, 93031
<b>PCO NUMBER/REVISION:</b>	002 / 0	<b>CONTRACT:</b>	1 - Ramona Elementary School New Addition Prime Contract
<b>REQUEST RECEIVED FROM:</b>		<b>CREATED BY:</b>	Justine Legaspi (Viola Inc.)
<b>STATUS:</b>	Pending - In Review	<b>CREATED DATE:</b>	8/14/2019
<b>REFERENCE:</b>		<b>PRIME CONTRACT CHANGE ORDER:</b>	None
<b>FIELD CHANGE:</b>	No	<b>CHANGE ORDER REQUEST:</b>	None
<b>LOCATION:</b>		<b>ACCOUNTING METHOD:</b>	Amount Based
<b>SCHEDULE IMPACT:</b>		<b>PAID IN FULL:</b>	No
		<b>TOTAL AMOUNT:</b>	(\$11,711.88)

**POTENTIAL CHANGE ORDER TITLE:** Unused Allowances

**CHANGE REASON:** No Change Reason

**POTENTIAL CHANGE ORDER DESCRIPTION:** (The Contract Is Changed As Follows)

CE #011 - Unused Allowances

Deducting unused allowances and contingency from original contract

**ATTACHMENTS:**

[Allowances Breakdown.pdf](#)

#	Cost Code	Description	Type	Amount
1	01-21-13 - Cash Allowances	Unused Allowances	Commitment	(\$845.02)
2	01-21-16 - Contingency Allowances	Contingency Allowance	Commitment	(\$10,866.86)
			<b>Subtotal:</b>	(\$11,711.88)
			<b>Grand Total:</b>	(\$11,711.88)

**Oxnard Unified School District**  
 1051 South A Street  
 Oxnard California 93030

**Viola Inc.**  
 PO Box 5624 1144 Commercial Avenue  
 Oxnard California 93031

*Patrick A. Ward* 8.14.19 91  
 SIGNATURE DATE

\_\_\_\_\_  
 SIGNATURE DATE

\_\_\_\_\_  
 SIGNATURE DATE

RAMONA ALLOWANCES  
SCHEDULE OF VALUES - 8/13/2019

ALLOWANCES	SCHEDULED VALUE	USED	UNUSED
OVERTIME	\$ 25,939.00	\$ 25,093.98	\$ 845.02
MISC AC AND CONCRETE PATCH	\$ 28,000.00	\$ 28,000.00	\$ -
DSA PLANCHECK CORRECTIONS	\$ 22,800.00	\$ 22,800.00	\$ -
MISC IRRIGATION & LANDSCAPE REPAIR	\$ 4,830.00	\$ 4,830.00	\$ -
CGS ALLOWANCE	\$ 20,000.00	\$ 20,000.00	\$ -
CONTINGENCY ALLOWANCE	\$ 20,000.00	\$ 9,133.14	\$ 10,866.86
<b>TOTAL</b>			<b>\$ 11,711.88</b>

OT		AC & CONC PATCH		DSA PLANCHECK		MISC IRR & LANDSCAPE		CGS ALLOW		CONTINGENCY	
CE #12	2,166.72	CE# 07	28,000.00	CE #09	550.00	CE #07	1,840.00	CE #05	1,375.00	CE #10	9,133.14
CE #12	1,898.55			CE #07	22,084.21	CE #07	2,425.00	CE #03	4,367.00		
CE #12	4,587.74			CE #07	165.79	CE #07	565.00	CE #08	1,135.20		
CE #07	16,440.97							CE #07	6,408.11		
								CE #07	6,200.00		
								CE #07	514.69		
	25,093.98		28,000.00		22,800.00		4,830.00		20,000.00		9,133.14

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**CONSTRUCTION SERVICES AGREEMENT**

This Construction Services Agreement (hereinafter referred to as the "Agreement") is entered into this 1st day of November 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 Viola Inc., a contractor licensed by the State of California, with its principal place of business at 1144 Commercial Ave., Oxnard, CA 93031 (hereinafter referred to as "Contractor").

WHEREAS, the District will operate Ramona Elementary School, located at 804 Copper Road, Oxnard, California 93030 (hereinafter referred to as the "School Facility"); and

WHEREAS, the District desires to construct new facilities and improvements (as more fully described below) at those portions of the School Facility identified in the Site Lease, as defined in Section 1H below (the "Site"); and

WHEREAS, the District has determined that it is in its best interests to pursue the improvements to the School Facility through the lease-leaseback method of project delivery pursuant to California Education Code §17406 which permits the governing board of the District, without advertising for bids, to lease to Contractor property owned by the District if the instrument by which property is leased requires the lessee to construct, or provide for the construction, on the leased property, of a facility for the use of the District during the term of the lease, and provides that title to that facility shall vest in the District at the expiration of the lease; and

WHEREAS, the District desires to finance a portion of the improvements utilizing the lease/leaseback methodology; and

WHEREAS, the District has conducted an RFQ process by which it selected Contractor; and

WHEREAS, the District intends to undertake work to improve the School Facility, the scope of which is generally described in **Exhibits A and B** attached hereto and incorporated by reference herein; and

WHEREAS, in connection with the approval of this Agreement, the District will enter into a site lease with Contractor, under which it will lease to Contractor the Site in order for Contractor to construct the Project as described in the Scope of Work set forth generally in **Exhibits A and B** (hereinafter referred to as the "Scope of Work"); and

WHEREAS, assuming that the District and Contractor can agree on the terms, including the price, for the additional scope of work, the District and Contractor anticipate that the scope of the Project may be amended to include additional work; and

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OXNARD SCHOOL DISTRICT

CONSTRUCTION SERVICES AGREEMENT

Ramona Elementary School New Addition

November 1, 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 **Exhibits A and B** attached hereto. Unless otherwise expressly stipulated, Contractor shall perform all work and provide and pay for all materials, labor tools and equipment, including, but not limited to, light, water, and power, necessary for the proper execution and completion of the Project shown on the drawings and described in the specifications developed pursuant to this Agreement.
- B. **Construction Documents.** The term "Construction Documents" means the final drawings, profiles, cross sections, design development drawings, construction drawings, and supplemental drawings based on the plans and specifications developed for the Project pursuant to the Scope of Work set forth in **Exhibits A and B** attached hereto, including any reference specifications or reproductions prepared by the architect hired by the District (the "Architect") and specifications approved by the District, the Division of the State Architect ("DSA"), and the local agencies having jurisdiction or other regulatory agencies whose approval may be required, which show or describe the location, character, dimensions or details for the Project and specifications for construction thereof.
- C. **Contract Documents.** The term "Contract Documents" as used in this Agreement refers to those documents which form the entire agreement by and between the District and Contractor. The Contract Documents consist of this Agreement, including the exhibits and attachments hereto, the Site Lease, including the exhibits and attachments thereto, the Sublease, including the exhibits and attachments thereto, the Project Manual including the General Conditions thereto, as amended, which is

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OXNARD SCHOOL DISTRICT

CONSTRUCTION SERVICES AGREEMENT

Ramona Elementary School New Addition

November 1, 2017

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incorporated herein (the "General Conditions"), and the Construction Documents. The term "Contract Documents" shall include all modifications and addenda thereto.

- D. **Guaranteed Maximum Price.** The term "Guaranteed Maximum Price" or "GMP" as used in this Agreement means the Guaranteed Maximum Price established pursuant to Section 5 of this Agreement to be used to calculate the Tenant Improvement Payments and the Sublease Payments to be paid by the District to Contractor pursuant to the Sublease, subject only to any adjustments for Extra Work/Modifications as provided in Section 10 of this Agreement.
- E. **Preconstruction Services.** The term "Preconstruction Services" as used in this agreement means to retain a professional construction firm (hereafter "CONTRACTOR") to provide certain professional pre-construction services, as described in **Exhibit B** related to the Project plans and specifications for the purpose of designing the project within budget and eliminating unforeseen circumstances, errors, omissions and ambiguities in the construction documents prepared by the Architect.
- F. **Project.** The term "Project" shall mean the improvements and facilities to be constructed and installed by Contractor at the School Facility which will result in complete and fully operational facilities as more fully set forth on **Exhibit A** attached hereto.
- G. **Project Manual.** The term "Project Manual" shall mean the compilation of the Specification sections including Division 0, Procurement and Contracting Requirements, Division 1 General Requirements, and technical specifications Division 2 through 33 prepared by the Architect and approved by the District, the DSA, or other regulatory agencies which show or describe the location, character, dimensions or details for the Project, which shall be delivered to Contractor upon execution of this Agreement.
- H. **Site.** The term "Site" as used in this Agreement shall mean those certain parcels of real property and improvements thereon (if any) more particularly described in **Exhibit A** to the Site Lease.
- I. **Site Lease.** The term "Site Lease" as used in this Agreement shall mean the certain Site Lease dated of even date herein between the District and Contractor, together with any duly authorized and executed amendment(s) thereto, pursuant to which the District leases the Site to Contractor.

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- J. **Specifications**. The term "Specifications" shall mean those numbered specifications set forth in the Project Manual which shall accompany this Agreement and which are incorporated by reference herein. Individual Specifications may be referred to by their specification number as set forth in the Project Manual.
- K. **Subcontractor**. As used in this Agreement, the term "Subcontractor" means any person or entity, including trade contractors, who have a contract with Contractor to perform any of the Construction.
- L. **Sublease**. The term "Sublease" as used in this Agreement shall mean the certain Sublease dated of even date herein between the District and Contractor, together with any duly authorized and executed amendment(s) thereto, pursuant to which the District subleases the Site from Contractor.
- M. **Sublease Payments**. The term "Sublease Payments" as used in this Agreement shall mean the payments made by the District to Contractor pursuant to Section 6 of the Sublease.
- N. **Tenant Improvement Payments**. The term "Tenant Improvement Payments" as used in this Agreement shall mean the payments made by the District to Contractor pursuant to Section 6 of the Sublease.

### **SECTION 2. CONTRACTOR'S DUTIES AND STATUS**

Contractor covenants with the District to furnish reasonable skill and judgment in constructing the Project. Contractor agrees to furnish efficient business administration and superintendence and to furnish at all times an adequate supply of professionals, workers, and materials and to perform the work appropriately, expeditiously, economically, and consistent with the Contract Documents.

### **SECTION 3. ADDITIONAL SERVICES**

If the District requests Contractor to perform additional services not described in this Agreement, Contractor shall provide a cost estimate and a written description of the additional work necessary to complete such additional services. The cost for such additional services shall be negotiated and agreed upon in writing in advance of Contractor performing or contracting for such additional services, and such cost shall be used to adjust the GMP established pursuant to Section 5 hereof. In the absence of a written agreement, the District will not compensate Contractor for additional services, will not adjust the GMP for such additional services, and Contractor will not be required to perform them. It is understood and agreed that if Contractor performs any services that it claims are additional services without receiving prior written approval from the District Board of Trustees, 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

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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 **Five Thousand Two Hundred Eighty-Eight and No Cents (\$5,288.00)**. The GMP consists of (1) a Preconstruction Fee only in the amount of **Five Thousand Two Hundred Eighty-Eight and No Cents (\$5,288.00)**. (2) a Sublease Tenant Improvement and (3) a Contractor Contingency and Sublease Payments to be negotiated as an amendment to this agreement pursuant to terms and payment schedule as amended and set forth in the Sublease. THE "GMP" WILL NOT BE ESTABLISHED UNTIL DSA HAS APPROVED THE FINAL PLANS AND SPECIFICATIONS AND THE BOARD APPROVES IT PRIOR TO NTP FOR CONSTRUCTION. The GMP will then be brought to the Board of Trustees as an amendment to this section of this agreement. Until such time this section will remain as a Preconstruction Fee only, the Site Lease and Sublease will not begin and the Contractor will proceed with Preconstruction Services as set forth in **Exhibit B** with an NTP for Preconstruction from the District.

The GMP is based upon the DSA approved plans and specifications to exist after this Agreement is entered into between Contractor and the District, and more fully described and referenced in the Scope of Work to be set forth in **Exhibit A** attached hereto. Prior to DSA approval Contractor will perform Preconstruction Services to assist in designing the project and as set forth in **Exhibit B**. After preconstruction services, DSA approval of plans and specifications, and the establishment of the GMP the Contractor shall assume the risk of cost overruns which were not foreseeable at the time this Agreement was 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

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undocumented geotechnical issues. Contractor acknowledges that (i) Contractor has conducted a site inspection and is familiar with the site conditions based on records, studies and visible conditions relating to construction and labor and (ii) Contractor has reviewed the Contract Documents and is familiar with the contents thereof. District directed changes to the scope of the Project not contemplated in the Scope of Work shall be deemed Extra Work/Modifications pursuant to the procedures set forth in Section 10 of this Agreement. The GMP shall include, but not be limited to, increases in labor and materials. The GMP has been used to calculate the Tenant Improvement Payments and the Sublease Payments to be paid by the District to Contractor pursuant to the Sublease. The GMP includes the cost of all labor, materials, equipment, general conditions, overhead, profit and a Contractor Contingency as indicated above.

The Contractor Contingency is for the purpose of covering the cost of very specific issues that may arise during construction and it may be used only upon the written agreement of the Contractor, the architect of record, and the District. The Contractor Contingency is to be used only to pay Contractor for the following enumerated reasons: (1) additional costs resulting from discrepancies in the bid buy-out process; (2) conflicts, discrepancies or errors in the Construction Documents; (3) work required by the Inspector of Record or any governmental agency involved in the permitting or approval/certification process that is not otherwise shown in the Construction Documents; and (4) any other items of cost agreed to in writing by the Contractor and District to be included in the Contractor Contingency. The Contractor Contingency shall not be used for costs incurred as a result of Contractor's acts, errors or omissions.

Contractor shall be responsible for tracking expenditures of the Contractor Contingency and shall provide periodic written updates to the District as directed. Unused Contractor Contingency and Allowances at Project completion will reduce the GMP and will result in an adjustment of the Tenant Improvement Payments and possibly the Sublease Payments.

The District shall at all times have the right to reduce the scope of the Project. If the District reduces the scope of the Project, the GMP shall be reduced commensurate with the reduced Scope of Work pursuant to the provisions of Section 10, below, and will result in an adjustment of the Tenant Improvement Payments and, if applicable, the Sublease Payments.

### **SECTION 6. NOTICE TO PROCEED WITH PRECONSTRUCTION AND CONSTRUCTION**

Prior to an approved GMP, the District shall issue a notice to Contractor to proceed with the Preconstruction of the Project. The Preconstruction Agreement in **Exhibit B** will serve as the whole agreement between the Contractor and the District until a GMP is established.

Upon receipt of an approved GMP, the District shall issue a notice to Contractor to proceed with the Construction of the Project. In the event that a Notice to Proceed with Construction is

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not issued for the Project, the Site Lease and the Sublease shall terminate upon written notice from the District to Contractor that a Notice to Proceed will not be issued.

**SECTION 7. SAVINGS**

If Contractor realizes a savings on one aspect of the Project, such savings shall be tracked and Contractor shall provide periodic written updates of such savings. Such savings shall be added to the Contractor Contingency and the use of such savings shall be as set forth in Section 5. However, if such savings are not so utilized, the amount of such savings shall reduce the GMP and will result in an adjustment of the Tenant Improvement Payments and, if applicable, the Sublease Payments.

**SECTION 8. SELECTION OF SUBCONTRACTORS**

In the interest of minimizing the expenditure of funds for the construction of the Project, Contractor agrees to select Subcontractors who are appropriately licensed by the State of California for each trade component of the Project in a manner that fosters competition. Contractor agrees that it will either solicit bids from potential subcontractors pursuant to the competitive bid procedures set forth in the California Public Contract Code, including specifically Public Contract Code section 20110, et seq., or that it will utilize an informal bidding process established by Contractor which also incorporates competitive bid procedures. Regardless of the method Contractor employs, Contractor will make a good faith effort to contact and utilize DVBE contractors and suppliers in securing bids for performance of the Project in accordance with the procedures set forth in Section 1.77 of the General Conditions. In the event that Contractor chooses to select Subcontractors pursuant to an informal bidding process, Contractor shall ensure that it receives at least three competitive quotes from potential subcontractors for each trade component of the Project, unless the parties agree otherwise on a trade-by-trade basis. The District reserves the right to oversee the bidding process. Contractor shall inform all bidders that the District will not be a party to any contracts for construction services executed by Contractor and selected bidders. Contractor shall submit a listing of proposed subcontractors to the District for the District's review. In no case, will Contractor award any sub-contracts until the District has concurred in the scope and price of the sub-contracted services. In addition, Contractor shall provide the District with full documentation regarding the bids or competitive quotes received by Contractor. In no event, shall such documentation be redacted or obliterated. In the event Contractor does not comply with this provision, the District may terminate this Agreement in accordance with the provisions of the General Conditions. Subcontractors awarded contracts by Contractor shall be afforded all the rights and protections of listed subcontractors under the provisions of the Subletting and Subcontracting Fair Practices Act (Public Contract Code Section 4100, et seq.).

**SECTION 9. CONSTRUCTION SCOPE OF WORK**

- A. Prior to commencing Construction, Contractor shall comply with the initial schedule requirements set forth in the General Conditions.
- B. Contractor shall complete the Construction pursuant to the Construction Documents as amended subject to any additional DSA or other regulatory approvals as may be required, performing all work set forth in the Scope of Work, and shall make reasonable efforts in scheduling to prevent disruption to classes.
- C. Contractor shall be responsible for complying with all applicable building codes, including without limitation mechanical codes, electrical codes, plumbing codes and fire codes, each of the latest edition, required by the regulatory agencies and for arranging and overseeing all necessary inspections and tests including inspections by the DSA or regulatory agencies, permits and occupancy permits, and ensuring compliance with any Federal and State laws, including, but not limited to, safety procedures and requirements, and construction employee training programs which cover among other items, hazardous chemicals and materials.
- D. Contractor shall establish procedures for the protection of all existing structures, equipment, utilities, and other existing improvements, both on-site and off-site. Contractor assumes all risk of loss, of vandalism, theft of property or other property damage ("Vandalism") which occurs at a site at which Contractor is undertaking construction of the Project. Contractor assumes all risk of loss which occurs 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 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

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representatives and other interested parties, as requested by the District, to discuss such matters as procedures, progress problems and scheduling. Contractor shall prepare and promptly distribute official minutes of such meetings to all parties in attendance, including without limitation the District, the Architect and the District Inspector of Record.

- H. Contractor shall incorporate approved changes as they occur, and develop cash flow reports and forecasts for submittal to the District as requested. Contractor shall provide regular monitoring of the approved estimates for Construction costs, showing actual costs for activities in progress, and estimates for uncompleted tasks. Contractor shall maintain cost accounting records on authorized additional services or work performed under unit costs, additional work performed on the basis of actual costs of labor and materials, and for other work requiring accounting records.
- ~~I. Contractor shall record the progress of the Project and shall submit monthly written progress reports to the District and the Architect including information on the entire Project, showing percentages of completion and the number and amounts of proposed Extra Work/Modifications and their effect on the construction costs as of the date of each respective report.~~
- J. Contractor shall keep a log containing a record of weather, Subcontractors, work on the site, number of workers, work accomplished, problems encountered, and other similar relevant data as the District may require. Contractor shall make the log available to the District, the Architect, and the District's project manager. The District shall be promptly advised on all anticipated delays in the Project.
- K. The District shall bear the cost for the DSA Inspector, soils testing, DSA or other regulatory agency fees, and special testing required in the construction of the Project. If additional review or permits become necessary for reasons not due to Contractor's fault or because of DSA or regulatory agency requirements or regulations implemented after the date the Final GMP is established and not reasonably anticipated at the time the Final GMP is established, Contractor may seek additional compensation for the cost of that review as an additional cost. In the alternative, the District may pay such costs directly.

### **SECTION 10. EXTRA WORK/MODIFICATIONS**

- A. The District may prescribe or approve additional work or a modification of requirements or of methods of performing the Construction which differ from the work or requirements set forth in the Construction Documents ("Extra Work/Modifications");

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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, make strict compliance with the specifications impractical, Contractor shall notify the District of the need for Extra Work/Modifications by placing the matter on the agenda of regularly scheduled construction meetings with the District for discussion as soon as practicable after the need for the Extra Work/Modifications is determined. Additionally, Contractor shall submit to the District for its consideration and approval or disapproval, a written request for Extra Work/Modifications before such work is performed. If the District approves the request in writing, the costs of the Extra Work/Modification shall be added to or deducted from the GMP or the Scope of Work shall be modified to complete the Project within the GMP, as applicable. Any adjustments to the GMP will result in an adjustment of the Tenant Improvement Payment and, if applicable, the Sublease Payments.

- B. Extra Work/Modifications include work related to unforeseen underground conditions if, and only if, such conditions are not visible or identified on plans, reports or other documents available to Contractor. Extra Work/Modifications do not include underground conditions that are identified on plans, reports or other documents available to Contractor but are in a location different than is set forth on such plans, reports or other documents available to Contractor. It should be noted, however, that the District has advised and provided Contractor with information regarding the shallow water table and recent projects experience with encountering water when digging. Contractor has included in its calculation of the GMP an amount to mitigate for encountering water when completing the scope of work contemplated herein. Therefore, Extra Work/Modifications do not include expenses incurred by, and/or work performed by, Contractor in connection with such shallow water table and with encountering water when digging.
- C. Should Contractor claim that any instruction, request, drawing, specification, action, condition, omission, default or other situation (i) obligates the District to increase the GMP; or (ii) obligates the District to grant an extension of time for the completion of 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.

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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 Patrick Waid as Project Manager/Superintendent for the Project. So long as Patrick Waid 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.

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**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 open 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.

## #17-215

### **SECTION 18. SITE REPRESENTATIONS**

The District warrants and represents that the District has, and will continue to retain at all times during the course of construction, legal title to the Site and that said land is properly subdivided and zoned so as to permit the construction and use of said Site with respect to the Project. The District further warrants and represents that title to said land is free of any easements, conditions, limitation, special permits, variances, agreements or restrictions which would prevent, limit or otherwise restrict the construction or use of said Site pursuant to this Agreement. Reference is made to the fact that the District has provided information on the Site to Contractor. Such information shall not relieve Contractor of its responsibility; and the interpretation of such data regarding the Site, as disclosed by any borings or other preliminary investigations, is not warranted or guaranteed, either expressly or implicitly, by the District. Contractor shall be responsible for having ascertained pertinent local conditions such as location, accessibility and general character of the Site and for having satisfied itself as to the conditions under which the work is to be performed. No claim for any allowances because of Contractor's error or negligence in acquainting itself with the conditions at the Site will be recognized.

### **SECTION 19. HAZARDOUS WASTE AND UNKNOWN PHYSICAL CONDITIONS**

Contractor shall comply with the District's Hazardous Materials Procedures and Requirements as set forth herein.

- A. If the District has identified the presence of hazardous materials on or in proximity to the Site (the "Pre-existing Hazardous Materials"), Contractor shall review all information provided by the District that characterizes the Pre-existing Hazardous Materials and shall take the actions approved by DTSC and issued by the District necessary to address the Pre-existing Hazardous Materials in the performance of the work. Contractor shall conduct the work based on this information issued at the time contract documents are executed. Contractor shall immediately communicate, in writing, any variances from available information to the District.
- B. The District will retain an additional independent environmental consultant to perform the investigation, inspection, testing, assessment, sampling and analysis necessary to prepare and recommend a remediation plan for the Pre-existing Hazardous Materials for the District's approval (the "Remediation Plan").
- C. The District will retain title to all Pre-existing Hazardous Materials encountered during the work. This does not include hazardous material generated by Contractor, including but not limited to used motor oils, lubricants, cleaners, etc. Contractor shall dispose of such hazardous waste in accordance with the provisions of the Contract Documents, as well as local, State and Federal laws and regulations. The District will be shown as the hazardous waste generator and will sign all hazardous waste shipment manifests for non-Contractor generated hazardous waste. Nothing contained within these

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## #17-215

Contract Documents shall be construed or interpreted as requiring Contractor to assume the status of owner or generator of hazardous waste substances for non-Contractor generated hazardous wastes.

D. Except as otherwise provided herein, it is the responsibility of Contractor to obtain governmental approvals relating to Hazardous Materials Management, including Federal and State surface water and groundwater discharge permits and permits for recycling and reuse of hazardous materials for all work noted in the contract documents. Contractor shall be responsible for coordinating compliance with such governmental approvals and applicable governmental rules with the District's hazardous materials consultant, including those governing the preparation of waste profiles, waste manifests, and bills of lading. If Contractor encounters hazardous materials, it shall immediately notify the District in writing. The District, Consultant and Contractor shall jointly establish the plan for disposition and actions to be taken with respect to the hazardous materials, subject to final written approval by the District.

E. If, during construction, Contractor encounters materials, conditions, waste, contaminated groundwater or substances, not identified in the District's assessment report, that Contractor reasonably suspects are hazardous materials, Contractor shall stop the affected portion of the work, secure the area, promptly notify the District, and take reasonable measures to mitigate the impact of such work stoppage. The District shall retain the services of an environmental consultant to perform investigation, inspection, testing, assessment, sampling and analysis of the suspect materials, conditions, waste, groundwater or substances.

(1) Found Not to be Hazardous Materials. If the environmental consultant determines that the materials, conditions, waste, contaminated groundwater or substances do not constitute hazardous materials, Contractor shall recommence the suspended work.

(2) Found to be Hazardous Materials. If the environmental consultant determines that the materials, conditions, waste, contaminated groundwater or substances constitute hazardous materials and such hazardous materials require remediation and disposal, then the District, Consultant and Contractor shall jointly establish the plan for disposition and actions to be taken with respect to the hazardous materials, subject to final written approval by the District. All such costs shall be the responsibility of the District.

F. Exacerbation of Pre-Existing Hazardous Materials.

If during construction Contractor encounters pre-existing environmental conditions that it knew or should have known involve hazardous materials (the "Point of Discovery") (which encounters may include an unavoidable release or releases of hazardous

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## #17-215

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

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OXNARD SCHOOL DISTRICT

CONSTRUCTION SERVICES AGREEMENT

Ramona Elementary School New Addition

November 1, 2017

## #17-215

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:

Viola Inc.  
1144 Commercial Ave.  
Oxnard, CA 93035  
Attn: Patrick Waid

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OXNARD SCHOOL DISTRICT

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Ramona Elementary School New Addition

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If to the District:

Oxnard School District  
1051 South A Street  
Oxnard, California 93030  
Attn: Dr. Cesar Morales, Superintendent

With a copy to Nitasha Sawhney,  
Garcia Hernandez Sawhney LLP  
2490 Mariner Square Loop, Suite 140  
Alameda, CA 94501

And with an additional copy to Scott Burkett,  
Caldwell Flores Winters, Inc.  
1901 Victoria Avenue, Suite #106  
Oxnard, CA 93035

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Notices under this Agreement shall be deemed to have been given, and shall be effective upon actual receipt by the other parties, or, if mailed, upon the earlier of the fifth (5<sup>th</sup>) day after mailing or actual receipt by the other party.

#### **SECTION 25. ASSIGNMENT**

Neither party to this Agreement shall assign this Agreement or sublet it as a whole without the written consent of the other, nor shall Contractor assign any monies due or to become due to it hereunder without the prior written consent of the District.

#### **SECTION 26. PROVISIONS REQUIRED BY LAW**

Each and every provision of law and clause required to be inserted in these Contract Documents shall be deemed to be inserted herein and the Contract Documents shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted or is not inserted correctly, then upon application of either party the Contract Documents shall forthwith be physically amended to make such insertion or correction.

#### **SECTION 27. HEADINGS**

The headings in this Agreement are inserted only as a matter of convenience and reference and are not meant to define, limit or describe the scope or intent of the Contract Documents or in any way to affect the terms and provisions set forth herein.

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OXNARD SCHOOL DISTRICT

CONSTRUCTION SERVICES AGREEMENT

Ramona Elementary School New Addition

November 1, 2017

**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.

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**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.

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OXNARD SCHOOL DISTRICT

CONSTRUCTION SERVICES AGREEMENT

Ramona Elementary School New Addition

November 1, 2017

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IN WITNESS, WHEREOF the parties hereto, intending to be legally bound thereby, have executed this Agreement effective as of the date first above written.

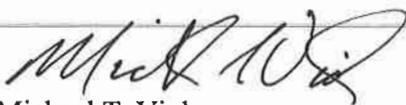
**CONTRACTOR**

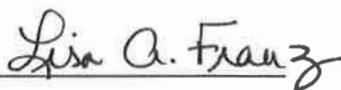
Viola Inc.  
1144 Commercial Avenue  
Oxnard, CA 93031  
Patrick Waid, Operations Manager

**THE DISTRICT**

Oxnard School District,  
a California school district  
1051 South A Street  
Oxnard, California 93030

---

By:   
Michael T. Viola  
Title: CEO  
Date: 11/8/2017

By:   
Lisa A. Franz  
Title: Director, Purchasing  
Date: 11-28-17

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OXNARD SCHOOL DISTRICT

Ramona Elementary School New Addition

CONSTRUCTION SERVICES AGREEMENT

November 1, 2017

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**EXHIBIT A**

Scope of Work (Plans & Specifications)

To be Approved by the Division of State Architect of the State of  
California

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OXNARD SCHOOL DISTRICT

CONSTRUCTION SERVICES AGREEMENT

Ramona Elementary School New Addition

November 1, 2017

## EXHIBIT B

### Oxnard School District – Ramona ES New Addition

#### Preconstruction Services

The District desires to retain a professional construction firm (hereafter "CONTRACTOR") to provide certain professional pre-construction services related to the Project plans and specifications for the purpose of designing the project to budget and eliminating unforeseen circumstances, errors, omissions and ambiguities in the construction documents prepared by the Architect. The fee for this set of services will be **Five Thousand Two Hundred Eighty-Eight and No Cents (\$5,288.00)**, to be paid monthly on a design progress basis.

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The CONTRACTOR will be expected to provide the following professional pre-construction services during the design phase of the Project:

#### 1. Professional Construction Cost-Estimation Services

- A. During each phase of design or at the completion of each phase of design, (1) Conceptual, (2) Schematic, (3) Design Development and (4) Construction Development, CONTRACTOR shall prepare a cost estimate, in current, uninflated dollars, for the design and specifications prepared by the Architect. CONTRACTOR acknowledges that it shall prepare four (4) complete cost estimates commensurate with the level of detail of each phase of design. The cost estimate shall include all Project costs, including, all hard costs (site preparation, utility connections, off-site improvements, hazard abatement, construction costs, overhead & profit and general conditions), soft costs (survey, geo-hazard, geo-technical, environmental studies, inspection and testing) and furniture, fixture and equipment.
- B. Upon final approval by the Division of the State Architect (hereinafter, "DSA"), CONTRACTOR shall adjust its estimate to incorporate any and all changes required by DSA as part of the review and approval process.
- C. CONTRACTOR shall provide the cost estimates at such time as directed by the Program Manager during or at the conclusion of each phase of design, in a format approved by the District's Program Manager and consistent with Construction Specifications Institute (CSI) standards. During the schematic phase, Contractor shall estimate in the CSI UniFormat. For all other phases of design, Contractor shall utilize CSI MasterFormat.

## #17-215

### 2. Professional Constructability Review

- A. Definition: Constructability Review shall mean the review of the design documents to ascertain whether the design of the Project as depicted in the Construction Documents, and the documents themselves: (i) accurately and completely reflects the District's objectives as explained to the Architect and CONTRACTOR by the District as approved by the District; and (ii) are free of errors, omissions, conflicts or other deficiencies so that the CONTRACTOR can construct the Project as therein depicted within the Project Budget and without delays, disruptions, or additional costs. The standard to be used for constructability is a contractor's standard of care in reviewing the plans and not that of an architect.
- B. CONTRACTOR shall conduct one comprehensive technical review of the Plans and Specifications at 50% Construction Development phase. ~~The purpose of this review will be to examine whether the design intent can be successfully implemented in the field within the Project budget. A report of the CONTRACTOR's findings will be distributed to the Program Manager and the Architect. CONTRACTOR will participate in any meeting(s) with the Architect to determine if the comments will be included in the final bid set of documents. CONTRACTOR will work with Architect to ensure that all front end documents conform to technical specifications and meet District standards.~~
- C. At all times during design and DSA Review and Approval, the Architect shall remain responsible for completing, stamping, submitting and securing final DSA approval for the Project. Furthermore, the District acknowledges that CONTRACTOR is neither the Architect nor performing an architectural review of the Project. CONTRACTOR's responsibilities and duties under this subsection shall not include the architectural or structural design of the Project which is the responsibility of the Architect. Notwithstanding this qualification, CONTRACTOR shall conduct a detailed evaluation of the District's educational specifications, Project intent, Architect's Plans & Specifications, the proposed Project construction budget, schedule requirements and deliver a Constructability Review identifying any comments, recommendations or concerns that CONTRACTOR has as to the constructability of the Architect's Plans & Specifications consistent with the District's intent and budget.
- D. Deliverable: The CONTRACTOR shall deliver to the District a complete technical report of the Plans and Specifications with the opinion of the CONTRACTOR as to the constructability of the Architect's Plans and Specifications. The CONTRACTOR, in the report, shall identify any issues, concerns or requests for clarification that CONTRACTOR believes are necessary to complete the design within the District's proposed and approved Project budget. The report shall be made available to the Architect, the District and its Program Manager.

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## #17-215

### 3. Value Engineering Services

- A. Definition: CONTRACTOR shall be required to perform Value Engineering Services to identify opportunities to reduce Project cost at the conclusion of each phase of design and during DSA review. The Value Engineering Services shall be provided in the form of a report to the Program Manager and shall identify value engineering opportunities, alternative materials and alternative methods and the associated cost savings estimated by the CONTRACTOR.
- B. Deliverable: The CONTRACTOR shall maintain and distribute a running log of value engineering recommendations throughout the design process. The log shall identify and describe the recommendation, the estimated cost savings for each recommendation and a notation of whether the recommendation is accepted or rejected by the Architect and the District. Value engineering recommendations that are accepted by the District shall be incorporated into the plans and specifications at each phase of design. The log shall note when the recommendation was incorporated into the Plans and Specifications.
- 

### 4. Building Information Modeling (BIM) Services

- A. Definition: BIM Modeling is defined as a 3-D model-based process involving the generation and management of digital representations of physical and functional characteristics of a proposed construction project for purposes of planning, designing, constructing, operating and maintaining the proposed new facility.
- ~~B. CONTRACTOR shall participate in and/or prepare a 3-D model of the Architect's design of the Project utilizing BIM software. The 3-D model shall be rendered in a format that can be made available to the Architect, the District, and/or any agent or representative thereof. The model shall contain sufficient detail to identify any and all ambiguities and clashes in the Architect's plans and specifications and produce a model from which a contractor or sub-contractors may bid for the project in question. The BIM Model must be in a format that can be shared or networked to support the decision-making process related to the design and specifications.~~
- ~~C. The 3-D BIM Model shall be completed prior to the Architect's submission of the plans and specifications to the Division of the State Architect. Any and all ambiguities or clashes will be resolved in a final 3-D BIM Model prior to this submittal.~~
- ~~D. The District shall hold title and interest in the completed 3-D BIM Model. At the request of the District, CONTRACTOR shall make the completed 3-D BIM Model files available to the District in a format acceptable to the District.~~

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E. Deliverable: ~~A completed 3-D BIM Model in electronic format acceptable to the District.~~

### 5. Construction Scheduling Services

- A. Definition: Construction Scheduling is defined as the process of developing a detailed master baseline construction schedule for the Project that identifies all the major tasks and subtasks associated with the planning, design, construction, commissioning, close-out and final occupancy of the completed Project. The schedule shall be prepared in Primavera or comparable software and shall identify all long lead items, critical path, coordination of site activities, and any phasing of the Project. The Construction Scheduling services shall culminate in a final baseline construction schedule approved by the District to be used as a baseline schedule for the Project.
- B. CONTRACTOR shall develop a detailed construction schedule utilizing the critical path method. ~~This schedule will provide a logical means of establishing and tracking the Project and for the organization of activities into areas established by Project criteria.~~ CONTRACTOR shall consider any potential disruptions to the learning environment and incorporate major school activities, such as site-wide or statewide testing dates, or as otherwise provided by the District, in the construction schedule.
- C. In addition to the Construction Schedule, CONTRACTOR shall develop a Responsibility Matrix and Construction Site Management Plan for the Project. The Responsibility Matrix shall identify the key team members (District/Architect/IOR) and the roles and responsibilities of each entity for the Project. The Construction Site Management Plan shall consist of, but is not limited to, staging areas, deliveries of materials and supplies, site fencing and location of construction site field office. The CONTRACTOR shall work with the Architect and Program Manager to develop these two deliverables in a format and content acceptable to the District.
- D. Deliverable: A completed and approved baseline construction schedule, a Responsibility Matrix and Construction Site Management Plan.

### 6. Cooperation and Attendance at Design Meetings

- A. CONTRACTOR shall attend regular meetings during Project design with the Architect, the District's Program Manager, the District, and any other applicable consultants of the District as necessary. CONTRACTOR shall contribute to the design meetings by providing applicable comments, feedback, recommendations, information and reports required under the scope of this Contract in a timely manner. Design meetings may be held as frequently as weekly.

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B. CONTRACTOR shall submit to the District's Program Manager, weekly report of its activities and progress related to deliverables identified in the scope of this Contract. The report shall be provided in a format that is acceptable to the Program Manager.

7. Schedule for Pre-Construction Services.

A. The services outlined herein shall commence on the date specified in the District's Notice to Proceed ("NTP"). The schedule of the services to be provided herein shall be consistent with the Design Schedule identified in the District's contract with the Architect for the Project. The service of this Contract shall conclude and terminate upon receipt of the stamped approval of the Project Plans and Specifications from DSA.

B. In the event that the CONTRACTOR is unable to perform the services anticipated in this Contract in the Architect's design schedule, CONTRACTOR shall notify the Program Manager and the Design Team shall work on a mutually agreeable modification to the design schedule.

C. Any extensions required for deliverables shall be subject to the reasonable approval in writing by the District.

Viola Inc.:

OXNARD SCHOOL DISTRICT,  
a California school district:



By: Michael T. Viola

Title: CEO

Date: 11/8/2017



By: Lisa A. Franz

Title: Director, Purchasing

Date: 11-28-17

## OSD BOARD AGENDA ITEM

**Name of Contributor:** Janet Penanhoat

**Date of Meeting:** September 4, 2019

**Agenda Section:** Section C: Facilities Agreement

### **Approval of CREDIT Change Order No. 006 to Construction Services Agreement #17-218 with Viola Constructors Inc. to adjust costs for the Kinder/Flex Project at Ritche Elementary School (Penanhoat/CFW)**

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The Ritche Elementary School Kinderflex Project construction work has been completed and accepted by the Architect of Record and the Department of the State Architect (DSA) Inspector of Record. The project is proceeding with contract close-out and DSA Certification. Through the contract close-out process, unused Allowance funds included in Construction Services Agreement (CSA) #17-218 have been identified. CREDIT Change Order (CO) No. 006 is being processed to 1) execute a credit change order to remove unused Allowance funds from CSA #17-218; and, 2) pay cost associated with the provision of additional fencing that was needed when the location of the relocatable building changed due to an unforeseen underground electrical line in the original building footprint. Change Order No. 006 provides for the Board's consideration and approval of one (1) change order; PCO #017 with the following scope of work.

- PCO #017 – Unused Allowances and Fencing Relocation Costs

#### **FISCAL IMPACT:**

Thirty-Five Thousand One Hundred Eighty Dollars and Ninety-Five Cents (\$35,180.95) decrease to the overall project budget and an identical decrease in the amount paid to Viola under Board approved Construction Services Agreement #17-218. Unused Allowance funds shall be returned to the Master Construct and Implementation Program Reserve.

#### **RECOMMENDATION:**

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, in conjunction with Caldwell Flores Winters, Inc., that the Board of Trustees approve CREDIT Change Order No. 006 to Construction Services Agreement #17-218 with Viola Constructors Inc. related to the Kinder/Flex Project at Ritche Elementary School. Furthermore, it is recommended that the Board approve the reallocation of \$35,180.95 into the Master Construct and Implementation Program Reserve to account for this credit. If approved, the decrease to project budget and the reallocation of funds to the Program Reserve will be reflected in the District's next Semi-Annual Update to the Master Construct and Implementation Program Report.

#### **ADDITIONAL MATERIALS:**

- Attached:** [CREDIT Change Order #006 \(2 Pages\)](#)  
[PCO #017 - Unused Allowances & Fence Relocation Costs \(4 Pages\)](#)  
[Construction Services Agreement #17-218 - Viola \(30 Pages\)](#)





# CHANGE ORDER

Date: 9.4.2019

CHANGE ORDER NO. 006

PROJECT: Kinder/Flex Project at Ritche Elementary School  
 O.S.D. BID No. N/A  
 O.S.D. Agreement No. 17-218

OWNER: Oxnard School District  
 1051 South A Street  
 Oxnard, CA. 93030

ARCHITECT **Flewelling and Moody**  
 815 Colorado Blvd., Ste. 200  
 Los Angeles, CA 90041

CONTRACTOR:  
**Viola Constructors Inc.**  
 1144 Commercial Avenue  
 Oxnard, CA 93031  
 Attn: Pat Waid

Architects Proj. No.: 2781-400  
 D.S.A. File No.: 56-22  
 D.S.A. App. No.: 03-118730

CONFORMANCE WITH CONTRACT DOCUMENTS, PROJECT MANUAL, DRAWINGS AND SPECIFICATION. All Change Order work shall be in strict conformance with the Contract Documents, Project Manual, Drawings, and Specifications as they pertain to work of a similar nature.

ORIGINAL CONTRACT SUM.....	\$ 783,053.18
NET CHANGE - ALL PREVIOUS CHANGE ORDERS (005).....	\$ 560,782.93
ADJUSTED CONTRACT SUM.....	\$ 1,343,836.11
<b>NET CHANGE -</b>	<b>.. \$ (35,180.95)</b>

Total Change Orders to Date: 006.....	\$ 525,601.98
ADJUSTED CONTRACT SUM THROUGH CHANGE ORDER NO.: 006.....	\$ 1,308,655.16

Commencement Date: .....	April 19, 2018
Original Completion Date: .....	August 29, 2018
Original Contract Time: .....	132 Calendar Days
Time Extension for all Previous Change Orders: .....	62 Calendar Days
Time Extension for this Change Order: .....	286 Calendar Days
Adjusted Completion Date: .....	August 12, 2019

Percentage ..... **(67.12%)**

Item	Description	Unforeseen Condition (UFO)	Additional Scope (AS)	Design Clarification (DC)	Code Requirement
1.	PCO No. 17-Unused Allowances and Fencing Relocation Costs		(\$35,180.95)		
2.					
3.					
4.					
5.	Total		(\$35,180.95)		

Total Change Order No. 006 ..... (\$35,180.95)

*\*NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND ASST. SUPT. BUSINESS SERVICES OR PURCHASING DIRECTOR*

**APPROVAL (REQUIRED):**

ARCHITECT: \_\_\_\_\_

DATE: \_\_\_\_\_

CONTRACTOR: \_\_\_\_\_

DATE: \_\_\_\_\_

**RECOMMENDED FOR APPROVAL:**

OSD DSA INSPECTOR: \_\_\_\_\_

DATE: \_\_\_\_\_

\_\_\_\_\_  
ASST. SUPERINTENDENT, BUSINESS & FISCAL SERVICES

DATE: \_\_\_\_\_

**APPROVAL (REQUIRED):**

BOARD APPROVAL

DATE: \_\_\_\_\_

ASST. SUPT./PURCHASING DIRECTOR: \_\_\_\_\_

DATE: \_\_\_\_\_

DSA APPROVAL

DATE: \_\_\_\_\_



**RITCHEN ALLOWANCES  
 SCHEDULE OF VALUES - 8/13/2019**

ALLOWANCES	SCHEDULED VALUE	USED	UNUSED
OVERTIME	\$ 20,000.00	\$ 4,419.15	\$ 15,580.85
FLOORING PATCH	\$ 2,500.00	\$ 2,500.00	\$ -
MISC AC AND CONCRETE PATCH	\$ 1,000.00	\$ 547.60	\$ 452.40
DSA PLANCHECK CORRECTIONS	\$ 10,000.00	\$ 10,000.00	\$ -
ACCESSORY INSTALL AT MODULAR INTERIOR	\$ 3,240.00	\$ 3,240.00	\$ -
CGS ALLOWANCE	\$ 20,000.00	\$ 20,000.00	\$ -
UNFORSEEN CONDITION CONTINGENCY	\$ 20,000.00	\$ 20,000.00	\$ -
<b>TOTAL</b>			<b>\$ 16,033.25</b>

OT		FLOORING PATCH		AC & CONC PATCH		DSA PLANCHECK		ACC INSTALL		CGS ALLOW		CONTINGENCY	
CE #046	478.47	CE #047	2,500.00	CE #042	547.60	CE #011	4,438.51	CE #019	372.37	CE #001	1,540.00	CE #002	4,312.00
CE #046	2,247.93					CE #024	415.51	CE #029	1,325.59	CE #004	1,210.00	CE #003	7,542.71
CE #046	1,151.07					CE #023	1,480.94		1,542.04	CE #005	1,997.74	CE #042	8,145.29
CE #046	541.68					CE #029	806.16			CE #006	3,297.80		
						CE #021	960.14			CE #012	2,849.00		
						CE #029	1,898.74			CE #023	9,105.46		
	4,419.15		2,500.00		547.60		10,000.00		3,240.00		20,000.00		20,000.00

**PCO BREAKDOWN**

<b>CE #</b>	<b>AMT</b>
25	28,622.38
26	21,479.42
27	60,183.72
28	112,097.81
40	3,080.00
41	6,801.39
43	8,249.68
<b>TOTAL USED</b>	<b>240,514.40</b>

<b>APPROVED PCO</b>	<b>\$ 326,979.90</b>
<b>TOTAL UNUSED</b>	<b>\$ 86,465.50</b>

# Magnum Fence and Security Inc.

Lic # 719567

1070 N. Ventura Ave Ventura, CA 93001 (805) 641 3656 Fax (805) 641 3606

## REVISED PROPOSAL

Date: June 28, 2018

Patrick Waid  
Viola Constructors, Inc.  
P 805 487 3871, [pwaid@violainc.com](mailto:pwaid@violainc.com), [estimating@violainc.com](mailto:estimating@violainc.com)

Re: Richten

Patrick:

Thank you for the opportunity to quote on installing ornamental iron at Ritchen. Proposal is based on the revised building plans that you sent me. This is a new proposal. I will credit back the previous contract amount of \$36,248.00.

Magnum Fence to install 211ft of 8ft tall Ornamental Iron fencing at Ritchen School,

1. Prevailing wages to be paid to workers. Magnums DIR number is 100010033.
2. Magnum Fence to provide rebar cages and concrete for fence posts. Assumes other to install mow strip.
3. Magnum Fence to install gate hardware as specified. We will follow district hardware specifications. Von Duprin 98/99 panic bars, lever sets on the outside with cylinder locks. Closurers to be heavy duty Dictator closures which are outdoor rated gate closures that we have successfully used in other schools.
4. All ornamental iron will be made of hot rolled steel with a primer and black powdercoat top coat. Steel dimensions will follow those on the plan except for the horizontal rails. Those are listed at 1 ½ x 2 x ¼ inch steel which isn't commercially available. Proposal has 1 ½ x 2 x 3/16 wall steel.
5. Ornamental iron will be 8ft tall with three rails. Pickets to be on 4 inch centers and be surface welded to the rails.
6. Chainlink will follow the specifications on the plans.
7. Magnum to haul off dirt unless otherwise directed.
8. Grading, staking and grubbing by others.

Install price including labor, material and taxes: \$97,446.00 - \$36,248.00 (credit for contract work) =  
\$61,198.00

Please let me know if you have any questions.

Regards,  
*Ralph J. Coolman*  
Ralph J. Coolman

COPY

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**CONSTRUCTION SERVICES AGREEMENT**

This Construction Services Agreement (hereinafter referred to as the "Agreement") is entered into this 1st day of November, 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 Viola Inc., a contractor licensed by the State of California, with its principal place of business at 1144 Commercial Ave., Oxnard, CA 93031 (hereinafter referred to as "Contractor").

WHEREAS, the District will operate Ritchen Elementary School, located at 2200 Cabrillo Way, Oxnard, California 93030 (hereinafter referred to as the "School Facility"); and

WHEREAS, the District desires to construct new facilities and improvements (as more fully described below) at those portions of the School Facility identified in the Site Lease, as defined in Section 1H below (the "Site"); and

WHEREAS, the District has determined that it is in its best interests to pursue the improvements to the School Facility through the lease-leaseback method of project delivery pursuant to California Education Code §17406 which permits the governing board of the District, without advertising for bids, to lease to Contractor property owned by the District if the instrument by which property is leased requires the lessee to construct, or provide for the construction, on the leased property, of a facility for the use of the District during the term of the lease, and provides that title to that facility shall vest in the District at the expiration of the lease; and

WHEREAS, the District desires to finance a portion of the improvements utilizing the lease/leaseback methodology; and

WHEREAS, the District has conducted an RFQ process by which it selected Contractor; and

WHEREAS, the District intends to undertake work to improve the School Facility, the scope of which is generally described in **Exhibits A and B** attached hereto and incorporated by reference herein; and

WHEREAS, in connection with the approval of this Agreement, the District will enter into a site lease with Contractor, under which it will lease to Contractor the Site in order for Contractor to construct the Project as described in the Scope of Work set forth generally in **Exhibits A and B** (hereinafter referred to as the "Scope of Work"); and

WHEREAS, assuming that the District and Contractor can agree on the terms, including the price, for the additional scope of work, the District and Contractor anticipate that the scope of the Project may be amended to include additional work; and

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WHEREAS, Contractor will lease the Site back to the District pursuant to a sublease agreement, under which the District will be required to make payments to Contractor for the use and occupancy of the Site, including the Project (hereinafter the "Financing"); and

WHEREAS, Contractor represents that it is sufficiently experienced in the construction of the type of facility and type of work sought by the District and is willing to perform said work for lease and the Financing to the District, all as more fully set forth herein; and

WHEREAS, at the expiration of the Site Lease, title to the Site and the improvements thereon will vest with the District;

NOW, THEREFORE, in consideration of the covenants hereinafter contained, the District and Contractor agree as follows:

**SECTION 1. DEFINITIONS**

- A. **Construction.** The term "Construction" as used in this Agreement includes all labor and services necessary for the construction of the Project, and all materials, equipment, tools, supplies and incidentals incorporated or to be incorporated in such construction as fully described in the Scope of Work set forth in **Exhibits A and B** attached hereto. Unless otherwise expressly stipulated, Contractor shall perform all work and provide and pay for all materials, labor tools and equipment, including, but not limited to, light, water, and power, necessary for the proper execution and completion of the Project shown on the drawings and described in the specifications developed pursuant to this Agreement.
- B. **Construction Documents.** The term "Construction Documents" means the final drawings, profiles, cross sections, design development drawings, construction drawings, and supplemental drawings based on the plans and specifications developed for the Project pursuant to the Scope of Work set forth in **Exhibits A and B** attached hereto, including any reference specifications or reproductions prepared by the architect hired by the District (the "Architect") and specifications approved by the District, the Division of the State Architect ("DSA"), and the local agencies having jurisdiction or other regulatory agencies whose approval may be required, which show or describe the location, character, dimensions or details for the Project and specifications for construction thereof.
- C. **Contract Documents.** The term "Contract Documents" as used in this Agreement refers to those documents which form the entire agreement by and between the District and Contractor. The Contract Documents consist of this Agreement, including the exhibits and attachments hereto, the Site Lease, including the exhibits and attachments thereto, the Sublease, including the exhibits and attachments thereto, the Project Manual including the General Conditions thereto, as amended, which is

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OXNARD SCHOOL DISTRICT

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incorporated herein (the "General Conditions"), and the Construction Documents. The term "Contract Documents" shall include all modifications and addenda thereto.

- D. **Guaranteed Maximum Price.** The term "Guaranteed Maximum Price" or "GMP" as used in this Agreement means the Guaranteed Maximum Price established pursuant to Section 5 of this Agreement to be used to calculate the Tenant Improvement Payments and the Sublease Payments to be paid by the District to Contractor pursuant to the Sublease, subject only to any adjustments for Extra Work/Modifications as provided in Section 10 of this Agreement.
- E. **Preconstruction Services.** The term "Preconstruction Services" as used in this agreement means to retain a professional construction firm (hereafter "CONTRACTOR") to provide certain professional pre-construction services, as described in **Exhibit B** related to the Project plans and specifications for the purpose of designing the project within budget and eliminating unforeseen circumstances, errors, omissions and ambiguities in the construction documents prepared by the Architect.
- F. **Project.** The term "Project" shall mean the improvements and facilities to be constructed and installed by Contractor at the School Facility which will result in complete and fully operational facilities as more fully set forth on **Exhibit A** attached hereto.
- G. **Project Manual.** The term "Project Manual" shall mean the compilation of the Specification sections including Division 0, Procurement and Contracting Requirements, Division 1 General Requirements, and technical specifications Division 2 through 33 prepared by the Architect and approved by the District, the DSA, or other regulatory agencies which show or describe the location, character, dimensions or details for the Project, which shall be delivered to Contractor upon execution of this Agreement.
- H. **Site.** The term "Site" as used in this Agreement shall mean those certain parcels of real property and improvements thereon (if any) more particularly described in **Exhibit A** to the Site Lease.
- I. **Site Lease.** The term "Site Lease" as used in this Agreement shall mean the certain Site Lease dated of even date herein between the District and Contractor, together with any duly authorized and executed amendment(s) thereto, pursuant to which the District leases the Site to Contractor.

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- J. **Specifications.** The term “Specifications” shall mean those numbered specifications set forth in the Project Manual which shall accompany this Agreement and which are incorporated by reference herein. Individual Specifications may be referred to by their specification number as set forth in the Project Manual.
- K. **Subcontractor.** As used in this Agreement, the term “Subcontractor” means any person or entity, including trade contractors, who have a contract with Contractor to perform any of the Construction.
- L. **Sublease.** The term “Sublease” as used in this Agreement shall mean the certain Sublease dated of even date herein between the District and Contractor, together with any duly authorized and executed amendment(s) thereto, pursuant to which the District subleases the Site from Contractor.
- 
- M. **Sublease Payments.** The term “Sublease Payments” as used in this Agreement shall mean the payments made by the District to Contractor pursuant to Section 6 of the Sublease.
- N. **Tenant Improvement Payments.** The term “Tenant Improvement Payments” as used in this Agreement shall mean the payments made by the District to Contractor pursuant to Section 6 of the Sublease.

**SECTION 2. CONTRACTOR’S DUTIES AND STATUS**

Contractor covenants with the District to furnish reasonable skill and judgment in constructing the Project. Contractor agrees to furnish efficient business administration and superintendence and to furnish at all times an adequate supply of professionals, workers, and materials and to perform the work appropriately, expeditiously, economically, and consistent with the Contract Documents.

**SECTION 3. ADDITIONAL SERVICES**

If the District requests Contractor to perform additional services not described in this Agreement, Contractor shall provide a cost estimate and a written description of the additional work necessary to complete such additional services. The cost for such additional services shall be negotiated and agreed upon in writing in advance of Contractor performing or contracting for such additional services, and such cost shall be used to adjust the GMP established pursuant to Section 5 hereof. In the absence of a written agreement, the District will not compensate Contractor for additional services, will not adjust the GMP for such additional services, and Contractor will not be required to perform them. It is understood and agreed that if Contractor performs any services that it claims are additional services without receiving prior written approval from the District Board of Trustees, Contractor shall not be paid for such claimed additional

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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 **Five Thousand Two Hundred Eighty-Eight and No Cents (\$5,288.00)**. The GMP consists of (1) a Preconstruction Fee only in the amount of **Five Thousand Two Hundred Eighty-Eight and No Cents (\$5,288.00)**. (2) a Sublease Tenant Improvement and (3) a Contractor Contingency and Sublease Payments to be negotiated as an amendment to this agreement pursuant to terms and payment schedule as amended and set forth in the Sublease. THE "GMP" WILL NOT BE ESTABLISHED UNTIL DSA HAS APPROVED THE FINAL PLANS AND SPECIFICATIONS AND THE BOARD APPROVES IT PRIOR TO NTP FOR CONSTRUCTION. The GMP will then be brought to the Board of Trustees as an amendment to this section of this agreement. Until such time this section will remain as a Preconstruction Fee only, the Site Lease and Sublease will not begin and the Contractor will proceed with Preconstruction Services as set forth in **Exhibit B** with an NTP for Preconstruction from the District.

The GMP is based upon the DSA approved plans and specifications to exist after this Agreement is entered into between Contractor and the District, and more fully described and referenced in the Scope of Work to be set forth in **Exhibit A** attached hereto. Prior to DSA approval Contractor will perform Preconstruction Services to assist in designing the project and as set forth in **Exhibit B**. After preconstruction services, DSA approval of plans and specifications, and the establishment of the GMP the Contractor shall assume the risk of cost overruns which were not foreseeable at the time this Agreement was 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

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been reasonably foreseen from review of the Contract Documents, or costs arising from undocumented geotechnical issues. Contractor acknowledges that (i) Contractor has conducted a site inspection and is familiar with the site conditions based on records, studies and visible conditions relating to construction and labor and (ii) Contractor has reviewed the Contract Documents and is familiar with the contents thereof. District directed changes to the scope of the Project not contemplated in the Scope of Work shall be deemed Extra Work/Modifications pursuant to the procedures set forth in Section 10 of this Agreement. The GMP shall include, but not be limited to, increases in labor and materials. The GMP has been used to calculate the Tenant Improvement Payments and the Sublease Payments to be paid by the District to Contractor pursuant to the Sublease. The GMP includes the cost of all labor, materials, equipment, general conditions, overhead, profit and a Contractor Contingency as indicated above.

The Contractor Contingency is for the purpose of covering the cost of very specific issues that may arise during construction and it may be used only upon the written agreement of the Contractor, the architect of record, and the District. The Contractor Contingency is to be used only to pay Contractor for the following enumerated reasons: (1) additional costs resulting from discrepancies in the bid buy-out process; (2) conflicts, discrepancies or errors in the Construction Documents; (3) work required by the Inspector of Record or any governmental agency involved in the permitting or approval/certification process that is not otherwise shown in the Construction Documents; and (4) any other items of cost agreed to in writing by the Contractor and District to be included in the Contractor Contingency. The Contractor Contingency shall not be used for costs incurred as a result of Contractor's acts, errors or omissions.

Contractor shall be responsible for tracking expenditures of the Contractor Contingency and shall provide periodic written updates to the District as directed. Unused Contractor Contingency and Allowances at Project completion will reduce the GMP and will result in an adjustment of the Tenant Improvement Payments and possibly the Sublease Payments.

The District shall at all times have the right to reduce the scope of the Project. If the District reduces the scope of the Project, the GMP shall be reduced commensurate with the reduced Scope of Work pursuant to the provisions of Section 10, below, and will result in an adjustment of the Tenant Improvement Payments and, if applicable, the Sublease Payments.

**SECTION 6. NOTICE TO PROCEED WITH PRECONSTRUCTION AND CONSTRUCTION**

Prior to an approved GMP, the District shall issue a notice to Contractor to proceed with the Preconstruction of the Project. The Preconstruction Agreement in **Exhibit B** will serve as the whole agreement between the Contractor and the District until a GMP is established.

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OXNARD SCHOOL DISTRICT

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Ritchen Elementary School New Addition

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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 to Proceed will not be issued.

### **SECTION 7. SAVINGS**

If Contractor realizes a savings on one aspect of the Project, such savings shall be tracked and Contractor shall provide periodic written updates of such savings. Such savings shall be added to the Contractor Contingency and the use of such savings shall be as set forth in Section 5. However, if such savings are not so utilized, the amount of such savings shall reduce the GMP and will result in an adjustment of the Tenant Improvement Payments and, if applicable, the Sublease Payments.

### **SECTION 8. SELECTION OF SUBCONTRACTORS**

In the interest of minimizing the expenditure of funds for the construction of the Project, Contractor agrees to select Subcontractors who are appropriately licensed by the State of California for each trade component of the Project in a manner that fosters competition. Contractor agrees that it will either solicit bids from potential subcontractors pursuant to the competitive bid procedures set forth in the California Public Contract Code, including specifically Public Contract Code section 20110, et seq., or that it will utilize an informal bidding process established by Contractor which also incorporates competitive bid procedures. Regardless of the method Contractor employs, Contractor will make a good faith effort to contact and utilize DVBE contractors and suppliers in securing bids for performance of the Project in accordance with the procedures set forth in Section 1.77 of the General Conditions. In the event that Contractor chooses to select Subcontractors pursuant to an informal bidding process, Contractor shall ensure that it receives at least three competitive quotes from potential subcontractors for each trade component of the Project, unless the parties agree otherwise on a trade-by-trade basis. The District reserves the right to oversee the bidding process. Contractor shall inform all bidders that the District will not be a party to any contracts for construction services executed by Contractor and selected bidders. Contractor shall submit a listing of proposed subcontractors to the District for the District's review. In no case, will Contractor award any sub-contracts until the District has concurred in the scope and price of the sub-contracted services. In addition, Contractor shall provide the District with full documentation regarding the bids or competitive quotes received by Contractor. In no event, shall such documentation be redacted or obliterated. In the event Contractor does not comply with this provision, the District may terminate this Agreement in accordance with the provisions of the General Conditions. Subcontractors awarded contracts by Contractor shall be afforded all the rights and protections of listed subcontractors under the provisions of the Subletting and Subcontracting Fair Practices Act (Public Contract Code Section 4100, et seq.).

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OXNARD SCHOOL DISTRICT

CONSTRUCTION SERVICES AGREEMENT

Ritchen Elementary School New Addition

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**SECTION 9. CONSTRUCTION SCOPE OF WORK**

- A. Prior to commencing Construction, Contractor shall comply with the initial schedule requirements set forth in the General Conditions.
- B. Contractor shall complete the Construction pursuant to the Construction Documents as amended subject to any additional DSA or other regulatory approvals as may be required, performing all work set forth in the Scope of Work, and shall make reasonable efforts in scheduling to prevent disruption to classes.
- C. Contractor shall be responsible for complying with all applicable building codes, including without limitation mechanical codes, electrical codes, plumbing codes and fire codes, each of the latest edition, required by the regulatory agencies and for arranging and overseeing all necessary inspections and tests including inspections by the DSA or regulatory agencies, permits and occupancy permits, and ensuring compliance with any Federal and State laws, including, but not limited to, safety procedures and requirements, and construction employee training programs which cover among other items, hazardous chemicals and materials.
- D. Contractor shall establish procedures for the protection of all existing structures, equipment, utilities, and other existing improvements, both on-site and off-site. Contractor assumes all risk of loss, of vandalism, theft of property or other property damage ("Vandalism") which occurs at a site at which Contractor is undertaking construction of the Project. Contractor assumes all risk of loss which occurs where Contractor is undertaking construction of the Project from causes due to negligence or misconduct by Contractor, its officers, employees, subcontractors, licensees and invitees. Contractor shall replace District property damaged by such Vandalism or theft or compensate the District for such loss, including payment of out of pocket expenses such as insurance deductibles the District might incur under such circumstances.
- E. Contractor shall develop a mutually agreed upon program with the District to abate and minimize noise, dust, and disruption to normal activities at the existing 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

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representatives and other interested parties, as requested by the District, to discuss such matters as procedures, progress problems and scheduling. Contractor shall prepare and promptly distribute official minutes of such meetings to all parties in attendance, including without limitation the District, the Architect and the District Inspector of Record.

- H. Contractor shall incorporate approved changes as they occur, and develop cash flow reports and forecasts for submittal to the District as requested. Contractor shall provide regular monitoring of the approved estimates for Construction costs, showing actual costs for activities in progress, and estimates for uncompleted tasks. Contractor shall maintain cost accounting records on authorized additional services or work performed under unit costs, additional work performed on the basis of actual costs of labor and materials, and for other work requiring accounting records.
- I. Contractor shall record the progress of the Project and shall submit monthly written progress reports to the District and the Architect including information on the entire Project, showing percentages of completion and the number and amounts of proposed Extra Work/Modifications and their effect on the construction costs as of the date of each respective report.
- J. Contractor shall keep a log containing a record of weather, Subcontractors, work on the site, number of workers, work accomplished, problems encountered, and other similar relevant data as the District may require. Contractor shall make the log available to the District, the Architect, and the District's project manager. The District shall be promptly advised on all anticipated delays in the Project.
- K. The District shall bear the cost for the DSA Inspector, soils testing, DSA or other regulatory agency fees, and special testing required in the construction of the Project. If additional review or permits become necessary for reasons not due to Contractor's fault or because of DSA or regulatory agency requirements or regulations implemented after the date the Final GMP is established and not reasonably anticipated at the time the Final GMP is established, Contractor may seek additional compensation for the cost of that review as an additional cost. In the alternative, the District may pay such costs directly.

### **SECTION 10. EXTRA WORK/MODIFICATIONS**

- A. The District may prescribe or approve additional work or a modification of requirements or of methods of performing the Construction which differ from the work or requirements set forth in the Construction Documents ("Extra Work/Modifications");

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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, make strict compliance with the specifications impractical, Contractor shall notify the District of the need for Extra Work/Modifications by placing the matter on the agenda of regularly scheduled construction meetings with the District for discussion as soon as practicable after the need for the Extra Work/Modifications is determined. Additionally, Contractor shall submit to the District for its consideration and approval or disapproval, a written request for Extra Work/Modifications before such work is performed. If the District approves the request in writing, the costs of the Extra Work/Modification shall be added to or deducted from the GMP or the Scope of Work shall be modified to complete the Project within the GMP, as applicable. Any adjustments to the GMP will result in an adjustment of the Tenant Improvement Payment and, if applicable, the Sublease Payments.

- B. Extra Work/Modifications include work related to unforeseen underground conditions if, and only if, such conditions are not visible or identified on plans, reports or other documents available to Contractor. Extra Work/Modifications do not include underground conditions that are identified on plans, reports or other documents available to Contractor but are in a location different than is set forth on such plans, reports or other documents available to Contractor. It should be noted, however, that the District has advised and provided Contractor with information regarding the shallow water table and recent projects experience with encountering water when digging. Contractor has included in its calculation of the GMP an amount to mitigate for encountering water when completing the scope of work contemplated herein. Therefore, Extra Work/Modifications do not include expenses incurred by, and/or work performed by, Contractor in connection with such shallow water table and with encountering water when digging.
- C. Should Contractor claim that any instruction, request, drawing, specification, action, condition, omission, default or other situation (i) obligates the District to increase the GMP; or (ii) obligates the District to grant an extension of time for the completion of 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.

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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 Patrick Waid as Project Manager/Superintendent for the Project. So long as Patrick Waid 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.

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**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.

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- 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 open session. Acceptance by Contractor of the final Tenant Improvement Payment or the Sublease Payment, as the case may be, shall constitute a waiver of all claims against the District related to those amounts.

**SECTION 15. CONTRACTOR'S CONTINUING RESPONSIBILITY**

Neither the final payment nor any provision in the Contract Documents shall relieve Contractor of responsibility for faulty materials or workmanship incorporated in the Project or for any failure to comply with the requirements of the Contract Documents.

**SECTION 16. INSURANCE**

Contractor shall provide, during the life of this Agreement, the types and amounts of insurance set forth in Article 6 of the General Conditions, which are incorporated by reference herein.

**SECTION 17. USE OF PREMISES**

Contractor shall confine operations at the Site to areas permitted by law, ordinances, permits and the Construction Documents and shall not unreasonably encumber the Site or existing School Facilities at the Site with any materials or equipment. Contractor shall not load or permit any part of the work to be loaded with a weight so as to endanger the safety of persons or property at the Site.

**SECTION 18. SITE REPRESENTATIONS**

The District warrants and represents that the District has, and will continue to retain at all times during the course of construction, legal title to the Site and that said land is properly subdivided and zoned so as to permit the construction and use of said Site with respect to the Project. The District further warrants and represents that title to said land is free of any easements, conditions, limitation, special permits, variances, agreements or restrictions which would prevent, limit or otherwise restrict the construction or use of said Site pursuant to this Agreement. Reference is made to the fact that the District has provided information on the Site to Contractor. Such information shall not relieve Contractor of its responsibility; and the interpretation of such data regarding the Site, as disclosed by any borings or other preliminary investigations, is not warranted or guaranteed, either expressly or implicitly, by the District. Contractor shall be responsible for having ascertained pertinent local conditions such as location, accessibility and general character of the Site and for having satisfied itself as to the conditions under which the work is to be performed. No claim for any allowances because of Contractor's error or negligence in acquainting itself with the conditions at the Site will be recognized.

**SECTION 19. HAZARDOUS WASTE AND UNKNOWN PHYSICAL CONDITIONS**

Contractor shall comply with the District's Hazardous Materials Procedures and Requirements as set forth herein.

- A. If the District has identified the presence of hazardous materials on or in proximity to the Site (the "Pre-existing Hazardous Materials"), Contractor shall review all information provided by the District that characterizes the Pre-existing Hazardous Materials and shall take the actions approved by DTSC and issued by the District necessary to address the Pre-existing Hazardous Materials in the performance of the work. Contractor shall conduct the work based on this information issued at the time contract documents are executed. Contractor shall immediately communicate, in writing, any variances from available information to the District.
- B. The District will retain an additional independent environmental consultant to perform the investigation, inspection, testing, assessment, sampling and analysis necessary to prepare and recommend a remediation plan for the Pre-existing Hazardous Materials for the District's approval (the "Remediation Plan").
- C. The District will retain title to all Pre-existing Hazardous Materials encountered during the work. This does not include hazardous material generated by Contractor, including but not limited to used motor oils, lubricants, cleaners, etc. Contractor shall dispose of such hazardous waste in accordance with the provisions of the Contract Documents, as well as local, State and Federal laws and regulations. The District will be shown as the hazardous waste generator and will sign all hazardous waste shipment manifests for non-Contractor generated hazardous waste. Nothing contained within these

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Contract Documents shall be construed or interpreted as requiring Contractor to assume the status of owner or generator of hazardous waste substances for non-Contractor generated hazardous wastes.

- D. Except as otherwise provided herein, it is the responsibility of Contractor to obtain governmental approvals relating to Hazardous Materials Management, including Federal and State surface water and groundwater discharge permits and permits for recycling and reuse of hazardous materials for all work noted in the contract documents. Contractor shall be responsible for coordinating compliance with such governmental approvals and applicable governmental rules with the District's hazardous materials consultant, including those governing the preparation of waste profiles, waste manifests, and bills of lading. If Contractor encounters hazardous materials, it shall immediately notify the District in writing. The District, Consultant and Contractor shall jointly establish the plan for disposition and actions to be taken with respect to the hazardous materials, subject to final written approval by the District.
- E. If, during construction, Contractor encounters materials, conditions, waste, contaminated groundwater or substances, not identified in the District's assessment report, that Contractor reasonably suspects are hazardous materials, Contractor shall stop the affected portion of the work, secure the area, promptly notify the District, and take reasonable measures to mitigate the impact of such work stoppage. The District shall retain the services of an environmental consultant to perform investigation, inspection, testing, assessment, sampling and analysis of the suspect materials, conditions, waste, groundwater or substances.
- (1) Found Not to be Hazardous Materials. If the environmental consultant determines that the materials, conditions, waste, contaminated groundwater or substances do not constitute hazardous materials, Contractor shall recommence the suspended work.
- (2) Found to be Hazardous Materials. If the environmental consultant determines that the materials, conditions, waste, contaminated groundwater or substances constitute hazardous materials and such hazardous materials require remediation and disposal, then the District, Consultant and Contractor shall jointly establish the plan for disposition and actions to be taken with respect to the hazardous materials, subject to final written approval by the District. All such costs shall be the responsibility of the District.
- F. Exacerbation of Pre-Existing Hazardous Materials.

If during construction Contractor encounters pre-existing environmental conditions that it knew or should have known involve hazardous materials (the "Point of Discovery") (which encounters may include an unavoidable release or releases of hazardous

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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

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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:

Viola Inc.  
1144 Commercial Ave.  
Oxnard, CA 93035  
Attn: Patrick Waid

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If to the District:

Oxnard School District  
1051 South A Street  
Oxnard, California 93030  
Attn: Dr. Cesar Morales, Superintendent

With a copy to Nitasha Sawhney,  
Garcia Hernandez Sawhney LLP  
2490 Mariner Square Loop, Suite 140  
Alameda, CA 94501

And with an additional copy to Scott Burkett,  
Caldwell Flores Winters, Inc.  
~~1901 Victoria Avenue, Suite #106~~  
Oxnard, CA 93035

Notices under this Agreement shall be deemed to have been given, and shall be effective upon actual receipt by the other parties, or, if mailed, upon the earlier of the fifth (5<sup>th</sup>) day after mailing or actual receipt by the other party.

**SECTION 25. ASSIGNMENT**

Neither party to this Agreement shall assign this Agreement or sublet it as a whole without the written consent of the other, nor shall Contractor assign any monies due or to become due to it hereunder without the prior written consent of the District.

**SECTION 26. PROVISIONS REQUIRED BY LAW**

Each and every provision of law and clause required to be inserted in these Contract Documents shall be deemed to be inserted herein and the Contract Documents shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted or is not inserted correctly, then upon application of either party the Contract Documents shall forthwith be physically amended to make such insertion or correction.

**SECTION 27. HEADINGS**

The headings in this Agreement are inserted only as a matter of convenience and reference and are not meant to define, limit or describe the scope or intent of the Contract Documents or in any way to affect the terms and provisions set forth herein.

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OXNARD SCHOOL DISTRICT

CONSTRUCTION SERVICES AGREEMENT

Ritchen Elementary School New Addition

November 1, 2017

**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.

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**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.

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IN WITNESS, WHEREOF the parties hereto, intending to be legally bound thereby, have executed this Agreement effective as of the date first above written.

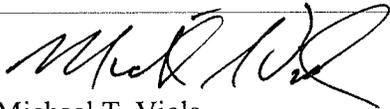
**CONTRACTOR**

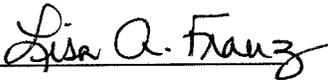
Viola Inc.  
1144 Commercial Avenue  
Oxnard, CA 93031  
Patrick Waid, Operations Manager

**THE DISTRICT**

Oxnard School District,  
a California school district  
1051 South A Street  
Oxnard, California 93030

---

By:   
Michael T. Viola  
Title: CEO  
Date: 11/8/2017

By:   
Lisa A. Franz  
Title: Director, Purchasing  
Date: 11-28-17

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**EXHIBIT A**

Scope of Work (Plans & Specifications)

To be Approved by the Division of State Architect of the State of  
California

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OXNARD SCHOOL DISTRICT

CONSTRUCTION SERVICES AGREEMENT

Ritchen Elementary School New Addition

November 1, 2017

## EXHIBIT B

### Oxnard School District – Ritche ES New Addition

#### Preconstruction Services

The District desires to retain a professional construction firm (hereafter "CONTRACTOR") to provide certain professional pre-construction services related to the Project plans and specifications for the purpose of designing the project to budget and eliminating unforeseen circumstances, errors, omissions and ambiguities in the construction documents prepared by the Architect. The fee for this set of services will be **Five Thousand Two Hundred Eighty-Eight and No Cents (\$5,288.00)**, to be paid monthly on a design progress basis.

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The CONTRACTOR will be expected to provide the following professional pre-construction services during the design phase of the Project:

#### 1. Professional Construction Cost-Estimation Services

- A. During each phase of design or at the completion of each phase of design, (1) Conceptual, (2) Schematic, (3) Design Development and (4) Construction Development, CONTRACTOR shall prepare a cost estimate, in current, uninflated dollars, for the design and specifications prepared by the Architect. CONTRACTOR acknowledges that it shall prepare four (4) complete cost estimates commensurate with the level of detail of each phase of design. The cost estimate shall include all Project costs, including, all hard costs (site preparation, utility connections, off-site improvements, hazard abatement, construction costs, overhead & profit and general conditions), soft costs (survey, geo-hazard, geo-technical, environmental studies, inspection and testing) and furniture, fixture and equipment.
- B. Upon final approval by the Division of the State Architect (hereinafter, "DSA"), CONTRACTOR shall adjust its estimate to incorporate any and all changes required by DSA as part of the review and approval process.
- C. CONTRACTOR shall provide the cost estimates at such time as directed by the Program Manager during or at the conclusion of each phase of design, in a format approved by the District's Program Manager and consistent with Construction Specifications Institute (CSI) standards. During the schematic phase, Contractor shall estimate in the CSI UniFormat. For all other phases of design, Contractor shall utilize CSI MasterFormat.

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### 2. Professional Constructability Review

- A. Definition: Constructability Review shall mean the review of the design documents to ascertain whether the design of the Project as depicted in the Construction Documents, and the documents themselves: (i) accurately and completely reflects the District's objectives as explained to the Architect and CONTRACTOR by the District as approved by the District; and (ii) are free of errors, omissions, conflicts or other deficiencies so that the CONTRACTOR can construct the Project as therein depicted within the Project Budget and without delays, disruptions, or additional costs. The standard to be used for constructability is a contractor's standard of care in reviewing the plans and not that of an architect.
- B. CONTRACTOR shall conduct one comprehensive technical review of the Plans and Specifications at 50% Construction Development phase. The purpose of this review will be to examine whether the design intent can be successfully implemented in the field within the Project budget. A report of the CONTRACTOR's findings will be distributed to the Program Manager and the Architect. CONTRACTOR will participate in any meeting(s) with the Architect to determine if the comments will be included in the final bid set of documents. CONTRACTOR will work with Architect to ensure that all front end documents conform to technical specifications and meet District standards.
- C. At all times during design and DSA Review and Approval, the Architect shall remain responsible for completing, stamping, submitting and securing final DSA approval for the Project. Furthermore, the District acknowledges that CONTRACTOR is neither the Architect nor performing an architectural review of the Project. CONTRACTOR's responsibilities and duties under this subsection shall not include the architectural or structural design of the Project which is the responsibility of the Architect. Notwithstanding this qualification, CONTRACTOR shall conduct a detailed evaluation of the District's educational specifications, Project intent, Architect's Plans & Specifications, the proposed Project construction budget, schedule requirements and deliver a Constructability Review identifying any comments, recommendations or concerns that CONTRACTOR has as to the constructability of the Architect's Plans & Specifications consistent with the District's intent and budget.
- D. Deliverable: The CONTRACTOR shall deliver to the District a complete technical report of the Plans and Specifications with the opinion of the CONTRACTOR as to the constructability of the Architect's Plans and Specifications. The CONTRACTOR, in the report, shall identify any issues, concerns or requests for clarification that CONTRACTOR believes are necessary to complete the design within the District's proposed and approved Project budget. The report shall be made available to the Architect, the District and its Program Manager.

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### 3. Value Engineering Services

- A. Definition: CONTRACTOR shall be required to perform Value Engineering Services to identify opportunities to reduce Project cost at the conclusion of each phase of design and during DSA review. The Value Engineering Services shall be provided in the form of a report to the Program Manager and shall identify value engineering opportunities, alternative materials and alternative methods and the associated cost savings estimated by the CONTRACTOR.
- B. Deliverable: The CONTRACTOR shall maintain and distribute a running log of value engineering recommendations throughout the design process. The log shall identify and describe the recommendation, the estimated cost savings for each recommendation and a notation of whether the recommendation is accepted or rejected by the Architect and the District. Value engineering recommendations that are accepted by the District shall be incorporated into the plans and specifications at each phase of design. The log shall note when the recommendation was incorporated into the Plans and Specifications.

### 4. Building Information Modeling (BIM) Services

- A. Definition: BIM Modeling is defined as a 3-D model-based process involving the generation and management of digital representations of physical and functional characteristics of a proposed construction project for purposes of planning, designing, constructing, operating and maintaining the proposed new facility.
- ~~B. CONTRACTOR shall participate in and/or prepare a 3-D model of the Architect's design of the Project utilizing BIM software. The 3-D model shall be rendered in a format that can be made available to the Architect, the District, and/or any agent or representative thereof. The model shall contain sufficient detail to identify any and all ambiguities and clashes in the Architect's plans and specifications and produce a model from which a contractor or sub-contractors may bid for the project in question. The BIM Model must be in a format that can be shared or networked to support the decision-making process related to the design and specifications.~~
- ~~C. The 3-D BIM Model shall be completed prior to the Architect's submission of the plans and specifications to the Division of the State Architect. Any and all ambiguities or clashes will be resolved in a final 3-D BIM Model prior to this submittal.~~
- ~~D. The District shall hold title and interest in the completed 3-D BIM Model. At the request of the District, CONTRACTOR shall make the completed 3-D BIM Model files available to the District in a format acceptable to the District.~~

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E. ~~Deliverable:~~ A completed 3-D BIM Model in electronic format acceptable to the District.

### 5. Construction Scheduling Services

- A. Definition: Construction Scheduling is defined as the process of developing a detailed master baseline construction schedule for the Project that identifies all the major tasks and subtasks associated with the planning, design, construction, commissioning, close-out and final occupancy of the completed Project. The schedule shall be prepared in Primavera or comparable software and shall identify all long lead items, critical path, coordination of site activities, and any phasing of the Project. The Construction Scheduling services shall culminate in a final baseline construction schedule approved by the District to be used as a baseline schedule for the Project.
- B. ~~CONTRACTOR shall develop a detailed construction schedule utilizing the critical path method. This schedule will provide a logical means of establishing and tracking the Project and for the organization of activities into areas established by Project criteria. CONTRACTOR shall consider any potential disruptions to the learning environment and incorporate major school activities, such as site-wide or statewide testing dates, or as otherwise provided by the District, in the construction schedule.~~
- C. In addition to the Construction Schedule, CONTRACTOR shall develop a Responsibility Matrix and Construction Site Management Plan for the Project. The Responsibility Matrix shall identify the key team members (District/Architect/IOR) and the roles and responsibilities of each entity for the Project. The Construction Site Management Plan shall consist of, but is not limited to, staging areas, deliveries of materials and supplies, site fencing and location of construction site field office. The CONTRACTOR shall work with the Architect and Program Manager to develop these two deliverables in a format and content acceptable to the District.
- D. Deliverable: A completed and approved baseline construction schedule, a Responsibility Matrix and Construction Site Management Plan.

### 6. Cooperation and Attendance at Design Meetings

- A. CONTRACTOR shall attend regular meetings during Project design with the Architect, the District's Program Manager, the District, and any other applicable consultants of the District as necessary. CONTRACTOR shall contribute to the design meetings by providing applicable comments, feedback, recommendations, information and reports required under the scope of this Contract in a timely manner. Design meetings may be held as frequently as weekly.

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B. CONTRACTOR shall submit to the District's Program Manager, weekly report of its activities and progress related to deliverables identified in the scope of this Contract. The report shall be provided in a format that is acceptable to the Program Manager.

7. Schedule for Pre-Construction Services.

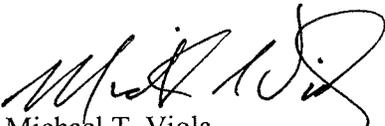
A. The services outlined herein shall commence on the date specified in the District's Notice to Proceed ("NTP"). The schedule of the services to be provided herein shall be consistent with the Design Schedule identified in the District's contract with the Architect for the Project. The service of this Contract shall conclude and terminate upon receipt of the stamped approval of the Project Plans and Specifications from DSA.

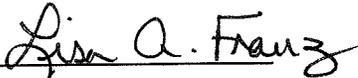
B. In the event that the CONTRACTOR is unable to perform the services anticipated in this Contract in the Architect's design schedule, CONTRACTOR shall notify the Program Manager and the Design Team shall work on a mutually agreeable modification to the design schedule.

C. Any extensions required for deliverables shall be subject to the reasonable approval in writing by the District.

Viola Inc.:

OXNARD SCHOOL DISTRICT,  
a California school district:

By:   
Michael T. Viola

By: Lisa A. Franz 

Title: CEO

Title: Director, Purchasing

Date: 11/8/2017

Date: 11-28-17



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
11/8/2017

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

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

PRODUCER Tolman & Wiker Insurance Services LLC #0E52073 196 S. Fir Street PO Box 1388 Ventura CA 93002-1388	CONTACT NAME: Debbie Irwin	FAX (A/C, No): (805) 585-6200	
	PHONE (A/C, No, Ext): (805) 585-6100	E-MAIL ADDRESS: dirwin@tolmanandwiker.com	
INSURED Viola Inc. P. O. Box 5624 Oxnard CA 93031	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Westchester Fire Ins Co	21121	
	INSURER B: West American Ins Co	44393	
	INSURER C: RSUI Indemnity Co	22314	
	INSURER D: Everest National Ins Co	010120	
INSURER E:			
INSURER F:			

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Owners & Contractors GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			G22012782012 Excludes all WRAP/OCIP Work	4/1/2017	4/1/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000
B	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			BAA (18) 56449245	4/1/2017	4/1/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Drive other car \$
C	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$			NHA242238	4/1/2017	4/1/2018	<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000
D	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	7600000614171	1/1/2017	1/1/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 Re: Ritchen Elementary School New Addition, Site Location: 2200 Cabrillo Way, Oxnard, CA 93030  
 GL: Oxnard School District, its Board of Trustees, officers, employees, their respective agents and representatives are Additional Insured as respects to the above mentioned project per (GL) CG020101185.  
 GL: A Waiver of Subrogation is added in favor of the Additional Insured per CG24041093. GL/AU: This insurance is Primary & Non-Contributory to any other insurance held by the Additional Insured per the (GL) GLE00070196 and (AU) CA00010306. Endorsements apply only when required by written contract during the policy term.

<b>CERTIFICATE HOLDER</b>  Oxnard School District 1055 South C Street Oxnard, CA 93030	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE  Greg Anderson/DEBBI <i>Gregory Anderson</i> 151

COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR  
CONTRACTORS – (FORM B)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

**SCHEDULE**

**Name of Person or Organization:**

---

~~As required by written contract signed by both parties prior to loss.~~

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

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" for that insured by or for you.

## WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

### SCHEDULE

<b>Name Of Person Or Organization:</b>
As required by written contract signed by both parties prior to loss.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of Section IV – Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

Named Insured Viola, Inc., M&T Concrete, Inc.			Endorsement Number
Policy Symbol GLW	Policy Number G22012782012	Policy Period 04/01/2017 TO 04/01/2018	Effective Date of Endorsement 04/01/2017
Insured By (Name of Insurance Company) Westchester Fire Insurance Company			

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

## **CONDITION 4, OTHER INSURANCE, AMENDED - NON CONTRIBUTORY**

Paragraph 4.c. is deleted in its entirety and replaced by the following:

- c. If all of the other insurance permits contribution by equal shares, we will follow this method unless the insured is required by contract to provide insurance that is primary and non-contributory, and the "Insured Contract" is executed prior to any loss. Where required by a contract, this insurance will be primary only when and to the extent as required by that contract. However, under the contributory approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

## 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. 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.



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**OSD BOARD AGENDA ITEM**

**Name of Contributor:** Janet Penanhoat

**Date of Meeting:** September 4, 2019

**Agenda Section:** Section C: Facilities Agreement

**Approval of Notice of Completion for Ritchen ES Kinder/Flex Project (Penanhoat/CFW)**

The contractor, Viola Constructors, Inc., as of August 12, 2019, has completed all Work and met all contractual obligations included in Construction Services Agreement #17-218 for the Ritchen ES Kinder/Flex Project. At this time, it is recommended that the Board of Trustees approve the Notice of Completion for this Project, which subsequently will be filed by the District with the County Recorder's Office.

**FISCAL IMPACT:**

None.

**RECOMMENDATION:**

It is the recommendation of the Assistant Superintendent, Business and Fiscal Services, in consultation with Caldwell Flores Winters, that the Board of Trustees approve the Notice of Completion and filing of such notice with the County Recorder's Office, for Construction Services Agreement # 17-218, Ritchen Kinder/Flex Project with Viola Constructors, Inc.

**ADDITIONAL MATERIALS:**

**Attached:** [Notice of Completion \(1 Page\)](#)

Return Recorded Notice of Completion to:  
Lisa A. Franz  
Oxnard School District  
1051 South "A" Street  
Oxnard, CA 93030

**NO FEE PER GOVT CODE 27383**

**NOTICE OF COMPLETION**

Notice is hereby given that the Oxnard School District, a school district in Ventura County, is the owner in fee of the following described real property, to-wit:

Description: Ritchen School, 2200 Cabrillo Way, Oxnard, CA 93030, for Construction Services Agreement #17-218, Ritchen School Kinder/Flex Project:

That on or about the 8th day of April 2018 the said Oxnard School District of Ventura County entered into a contract with Viola Inc. for the work of site improvements located at the school site listed above, that certain real property hereinbefore described; that said building(s) and improvements were substantially completed on the 12th day of August 2019; that the address of said Oxnard School District is 1051 South A Street, City of Oxnard, Ventura County, California 93030.

Oxnard School District

By \_\_\_\_\_  
Secretary of its Board of Trustees

STATE OF CALIFORNIA     )  
COUNTY OF VENTURA    )

Karling Aguilera-Fort, being first duly sworn deposes and says: that he is Secretary and Clerk of the Board of Trustees of the Oxnard School District, a school district of Ventura County, California; that he therefore verifies the forgoing Notice of Completion on behalf of said Oxnard School District; that the Oxnard School District, of Ventura County, California, is owner of the property described in the forgoing notice; that he has read the forgoing notice and knows the contents thereof; that he has personal knowledge of the facts therein stated; that the same are true.

\_\_\_\_\_

Subscribed and sworn to (**or affirmed**) before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2019, by \_\_\_\_\_, **proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.**

\_\_\_\_\_  
\_\_\_\_\_

**OSD BOARD AGENDA ITEM**

**Name of Contributor:** Janet Penanhoat

**Date of Meeting:** September 4, 2019

**Agenda Section:** Section C: Facilities Agreement

**Approval of Notice of Completion for Ramona ES Kinder/Flex Project (Penanhoat/CFW)**

The contractor, Viola Constructors, Inc., as of August 12, 2019, has completed all Work and met all contractual obligations included in Construction Services Agreement #17-215 for the Ramona ES Kinder/Flex Project. At this time, it is recommended that the Board of Trustees approve the Notice of Completion for this Project, which subsequently will be filed by the District with the County Recorder's Office.

**FISCAL IMPACT:**

None.

**RECOMMENDATION:**

It is the recommendation of the Assistant Superintendent, Business and Fiscal Services, in consultation with Caldwell Flores Winters, that the Board of Trustees approve the Notice of Completion and filing of such notice with the County Recorder's Office, for Construction Services Agreement # 17-215, Ramona Kinder/Flex Project with Viola Constructors, Inc.

**ADDITIONAL MATERIALS:**

**Attached:** [Notice of Completion \(1 Page\)](#)

Return Recorded Notice of Completion to:  
Lisa A. Franz  
Oxnard School District  
1051 South "A" Street  
Oxnard, CA 93030

**NO FEE PER GOVT CODE 27383**

**NOTICE OF COMPLETION**

Notice is hereby given that the Oxnard School District, a school district in Ventura County, is the owner in fee of the following described real property, to-wit:

Description: Ramona School, 804 Cooper Road, Oxnard, CA 93030, for Construction Services Agreement #17-215, Ramona School Kinder/Flex Project:

That on or about the 5th day of September 2018 the said Oxnard School District of Ventura County entered into a contract with Viola Inc. for the work of site improvements located at the school site listed above, that certain real property hereinbefore described; that said building(s) and improvements were substantially completed on the 12th day of August 2019; that the address of said Oxnard School District is 1051 South A Street, City of Oxnard, Ventura County, California 93030.

Oxnard School District

By \_\_\_\_\_  
Secretary of its Board of Trustees

STATE OF CALIFORNIA     )  
COUNTY OF VENTURA    )

Karling Aguilera-Fort, being first duly sworn deposes and says: that he is Secretary and Clerk of the Board of Trustees of the Oxnard School District, a school district of Ventura County, California; that he therefore verifies the forgoing Notice of Completion on behalf of said Oxnard School District; that the Oxnard School District, of Ventura County, California, is owner of the property described in the forgoing notice; that he has read the forgoing notice and knows the contents thereof; that he has personal knowledge of the facts therein stated; that the same are true.

\_\_\_\_\_  
Subscribed and sworn to (**or affirmed**) before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2019, by \_\_\_\_\_, **proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.**

\_\_\_\_\_  
\_\_\_\_\_

**OSD BOARD AGENDA ITEM**

**Name of Contributor:** Dr. Anabolena DeGenna      **Date of Meeting:** September 4, 2019

**Agenda Section:** Section C: Special Education Agreement

**Ratification of Amendment #1 to Agreement #18-101 with Casa Pacifica, Non-Public School, NPS (DeGenna/Madden)**

---

At the Board Meeting of October 10, 2018, the Board of Trustees ratified Agreement #18-101 with Casa Pacifica, NPS, in the amount of \$55,256.00, to provide Non Public School (NPS) services for student AS051306, for the 2018-2019 school year, including Extended School year.

Amendment #1, in the amount of \$16,357.32, is required to adjust the final total cost to include intensive individual services during school, including a bus aide, through the end of the 2018-2019 school year, including Extended School year. The new total agreement amount is \$71,613.32.

**FISCAL IMPACT:**

Not to exceed \$16,357.32 - Special Education Funds

**RECOMMENDATION:**

It is the recommendation of the Interim Director, Special Education Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Amendment #1 to Agreement #18-101 with Casa Pacifica School, NPS in the amount not to exceed \$16,357.32.

**ADDITIONAL MATERIALS:**

**Attached:** [Amendment #1 \(1 Page\)](#)  
[Agreement #18-101 - Casa Pacifica \(4 Pages\)](#)

**AMENDMENT #1 TO AGREEMENT #18-101 with  
Casa Pacifica, NPS  
September 4, 2019**

At the Board Meeting of October 10, 2018, the Board of Trustees ratified Agreement #18-101 with Casa Pacifica, NPS, in the amount of \$55,256.00, to provide Non Public School (NPS) services for student AS051306, for the 2018-2019 school year, including Extended School year.

Amendment #1, in the amount of \$16,357.32, is required to adjust the final total cost to include intensive individual services during school, including a bus aide, through the end of the 2018-2019 school year, including Extended School year. The new total agreement amount is \$71,613.32.

**CASA PACIFICA, NPS SCHOOL**

By: \_\_\_\_\_  
Carlye Garcia, Contracts Manager

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

**OXNARD SCHOOL DISTRICT**

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

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



# OXNARD SCHOOL DISTRICT

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

## AGREEMENT FOR NONPUBLIC, NONSECTARIAN SCHOOLING

### AGREEMENT #18-101

THIS AGREEMENT, made and entered into this 10<sup>th</sup> day of October 2018, by and between the OXNARD SCHOOL DISTRICT, hereinafter referred to as the District, and CASA PACIFICA SCHOOL, hereinafter referred to as the nonpublic, nonsectarian school.

#### WITNESSETH:

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

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

**Student: AS051306**

NOW, THEREFORE, in consideration of their mutual promises contained herein, the parties hereto enter into a fixed price contract as follows:

1. The nonpublic school will provide a program of instruction which is consistent with the pupil's individual educational plan as specified in the individual service agreement attached hereto and made a part hereof, and that the nonpublic, nonsectarian schools basic educational program and designated instruction and services shall be described in a written statement to be provided to the school district prior to the execution of this agreement.

2. Services shall be provided for the **2018-2019** school year at a daily rate of \$179.52 for 200 days; this includes 20 days of extended school year through July 12, 2019, a \$50 daily rate for round trip transportation; Speech and Language Services at an hourly rate of \$128 for 21.5 hours per year; Individual Counseling at an hourly rate of \$100 per hour, for 2 hours per month for 11 months; Counseling and Guidance at an hourly rate of \$100 per hour, 3 hours per month for 11 months; Social Work Services at an hourly rate of \$100 per hour, for 1 hour per month for 11 months; services not to exceed **\$55,256.00**

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



# OXNARD SCHOOL DISTRICT

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

AGREEMENT #18-101

Page 2

4. The nonpublic school will notify the school district of any change in a pupil's placement and/or address within three (3) days after the nonpublic school is informed of such changes.

5. The nonpublic school will report within three (3) days to the school district if a pupil is removed from the school by the placement agency, parent or legal guardian, or if a pupil absents himself/herself from school without permission for more than five (5) consecutive school days. For the purposes of the contract, a parent is the natural or adoptive parent, legal guardian or surrogate parent appointed by the district of residence when the courts have removed the parents educational rights.

6. The nonpublic school shall notify the school district when a pupil is absent for five (5) consecutive school days because of illness. Notification will be in writing.

7. *The nonpublic school will not be paid for excused absences due to changes in the ADA laws. These absences shall count as non-instructional days and not compensated at the daily rate.*

8. The nonpublic school shall prepare and submit to the school district year-end reports and other data required for the annual review on or before April 15 of the current school year. Forms for year-end and other required reports shall be provided by the school district via the computerized special education support program (SESP).

9. In consideration of the services to be rendered by the nonpublic, nonsectarian school, the district agrees to payment as follows:

All cost for this service, including intake, testing, tuition, and elective not to exceed \$55,256.00.  
for Student: **AS051306**

10. While engaged in carrying out and complying with the terms of this agreement, the nonpublic, nonsectarian school is an independent contractor and not an officer, agent, or employee of the district. The independent contractor will obtain a criminal record summary from the Department of Justice or a Department of Justice approved agency on all employees or contracted service providers who potentially have contact with students. This clearance will be completed prior to the person(s) first day of employment. No individual who has been convicted of a violent or serious felony as listed in subdivision C, of Section 1192.7 of the California Penal Code will be employed in any capacity that potentially involves contact with students. Nor will any person be employed who has been convicted of, or entered a plea of nolo contendere to charges of any sex offense as defined in Education Code 44011.



# OXNARD SCHOOL DISTRICT

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

AGREEMENT #18-101

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11. The school district may withhold payment to the nonpublic, nonsectarian school when, in the opinion of the district: (1) nonpublic school's performance in whole or in part, either has not been sufficient or is insufficiently documented, or: (2) nonpublic school has neglected, failed, or refused to provide information or to cooperate with the inspection, review or audit of the program conducted by nonpublic school or records relating thereto. The school district shall not withhold payments as specified in this paragraph unless the school district has notified the nonpublic, nonsectarian school, in writing, that nonpublic, nonsectarian school has not performed as specified herein. The notice shall specify that nonpublic, nonsectarian school has fourteen (14) days to make the required corrections. If, after the expiration of the fourteen (14) days, nonpublic, nonsectarian school has not corrected the situation as specified in the district's notice, the affected payments will be withheld and this agreement may be canceled for cause.

12. During the entire term of this agreement and any extension or modification thereof, the nonpublic school shall keep in effect a policy or policies of liability insurance, including coverage of owned and non-owned automobiles operated by nonpublic school for the purposes of this agreement, of at least \$1,000,000 for each person and \$1,000,000 for each accident or occurrence from all damages arising out of death, bodily injury, sickness, or disease from any one accident or occurrence, and \$3,000,000 for all damages and liability arising out of injury to or destruction of property for each accident or occurrence. Not later than the effective date of this contract, the nonpublic school shall provide the District with satisfactory evidence of insurance, naming the District as additional insured, including a provision for a twenty (20) calendar day written notice to District before cancellation or material change, evidencing the above specified coverage. The Nonpublic school shall at its own cost and expense, procure and maintain insurance under the Worker's Compensation Law of California. Said certificates shall specify that insurance shall not be canceled or changed in required limits unless the school district has been provided forty-five (45) days advance written notification of cancellation or change. The nonpublic, nonsectarian school shall also maintain Workers' Compensation Insurance coverage as required by law.

13. This Agreement, or any of its rights, obligations, provisions, or conditions, may not be assigned by either party without the written consent of the party.

14. This Agreement may be amended by mutual agreement of the parties and may be terminated by either party upon twenty (20) days advance notification.



# OXNARD SCHOOL DISTRICT

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

AGREEMENT #18-101

Page 4

IN WITNESS WHEREOF, the parties hereto have set their hands on the day and year first above written.

10-16-18

Date

*Lisa A. Franz*

Lisa A. Franz, Director, Purchasing  
Oxnard School District

9/10/18

Date

*Sara Terwall*

Sara Terwall, Director of Finance  
Casa Pacifica School, Nonpublic, Nonsectarian School

**OSD BOARD AGENDA ITEM**

**Name of Contributor:** Dr. Anabolena DeGenna      **Date of Meeting:** September 4, 2019

**Agenda Section:** Section C: Special Education Agreement

**Ratification of Amendment #1 to Agreement #18-210 with Ventura County Office of Education (DeGenna/Madden)**

---

At the Board meeting of February 20, 2019, the Board of Trustees ratified Agreement #18-210 with Ventura County Office of Education (VCOE) for the 2018-2019 school year, in the amount of \$80,079.82, to provide exceptional services to special education students that consist of support from Special Circumstances Paraeducators (SCP's), including Extended School Year.

Amendment #1 in the amount of \$32.64, is required to adjust the actual cost through the end of the 2018-2019 fiscal year, for Student AC080310.

**FISCAL IMPACT:**

Not to exceed \$32.64 - Special Education Funds

**RECOMMENDATION:**

It is the recommendation of the Interim Director, Special Education, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Amendment #1 to Agreement #18-210 with Ventura County Office of Education.

**ADDITIONAL MATERIALS:**

**Attached:** [Amendment #1 \(1 Page\)](#)  
[Agreement #18-210 Ventura County Office of Education \(4 Pages\)](#)



# Memorandum

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

## ADDENDUM TO AGREEMENT (OX63A-18/19)

March 18, 2019

Oxnard School District  
Agreement # OX63A-18/19

School attending: Dwire  
AC080310

Addendum to Special Circumstance Educational Support services as specified below:

**Addendum requested by District due to previous estimated cost not covering all funds.**

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 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.

6. The term of this contract shall begin **3/18/2019** (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>2018-2019</u> <u>1/7/2019-6/6/2019</u> (ESY: 6/10/2019-6/28/2019)
--	---

Original Estimated Cost: 23,795.48

Amount added/owed: 32.64

**New Total Estimated Cost for 2018/2019: 23,828.12**

Requested by: [Signature]  
Special Education Authorized Representative

Date: 8/25/19

Approved by: \_\_\_\_\_  
(VCOE) Director, Business Services

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

Accepted by: \_\_\_\_\_  
DOR Authorized Representative

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

Title: Director, Purchasing



# AGREEMENT

## For Paraeducator Performing Special Circumstance Educational Support

This Agreement, effective **January 7, 2019** 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.

AC080310

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

Authorized exceptional service(s) shall consist of **Paraeducator performing special 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 **1/7/2019 (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>2018-2019</u> 1/7/2019- 6/6/2019 (ESY: 6/10/2019-6/28/2019)	+	UPCOMING: <u>2019-2020</u> (ESY: 7/1/2019-7/5/2019) 8/14/2019-12/13/2019
	\$ <u>23,795.48</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-DOR Authorized Representative  
**Lisa A. Franz**

Accepted By: [Signature]  
Special Education Authorized Representative

Title: **Director, Purchasing**

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

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

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

Estimated Cost \$ 23,795.48

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



# AGREEMENT

## For Paraeducator Performing Special Circumstance Services

This Agreement, effective **December 7, 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.  
EG061410

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

Authorized exceptional service(s) shall consist of **Paraeducator performing special circumstance educational support throughout the school day for 1944 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), 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 **12/7/2018 (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: 2018-2019 12/7/2018-1/17/2019 \$ <u>7,482.58</u>	+	UPCOMING: <u>2019-2020</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-DOR Authorized Representative  
**Lisa A. Franz**

Accepted By: [Signature]  
Special Education Authorized Representative

Title: **Director, Purchasing**

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

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

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

Estimated Cost \$ 7,482.58

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



# AGREEMENT

## For Paraeducator Performing Special Circumstance Educational Support

This Agreement, effective **December 10, 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.

JP091909

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

Authorized exceptional service(s) shall consist of **Paraeducator performing special circumstance educational support throughout the school day for 1944 minutes a week. 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 **12/10/2018 (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: <b>2018-2019</b> 12/10/2018-6/7/2019	UPCOMING: <b>2019-2020</b> 8/14/2019-9/7/2019
(including ESY, if applicable)	\$ <u>28,594.16</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- DOR Authorized Representative  
**Lisa A. Franz**

Accepted By: [Signature]  
Special Education Authorized Representative

Title: **Director, Purchasing**

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

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

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

Estimated Cost \$ 28,594.16

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



# AGREEMENT

## For Paraeducator Performing Special Circumstance Educational Support

This Agreement, effective **January 9, 2019** 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.

JV120313

1. This agreement pertains to providing exceptional service(s) for, [REDACTED] 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 educational support throughout the school day for 300 minutes a day. 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), 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 **1/9/2019** (*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: 2018-2019 1/9/2019-6/6/2019 (ESY:6/10/2019-6/28/2019)	UPCOMING: 2019-2020 (ESY: 7/1/2019-7/5/2019) 8/14/2019-12/3/2019
	\$ 20,207.60	\$ TBD

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-DOR Authorized Representative  
**Lisa A. Franz**

Accepted By: [Signature]  
Special Education Authorized Representative

Title: **Director, Purchasing**

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

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

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

Estimated Cost \$ 20,207.60

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

**OSD BOARD AGENDA ITEM**

**Name of Contributor:** Dr. Anabolena DeGenna

**Date of Meeting:** September 4, 2019

**Agenda Section:** Section C: Consent Agenda

**Approval of Notice to Set Public Hearing to Determine Sufficient Textbooks or Instructional Materials for 2019-2020 (DeGenna/Thomas)**

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On October 9, 2019, a Public hearing will be held at Oxnard School District that begins at 7:00 p.m. in the Oxnard School District Board Room, located at 1051 South A Street in Oxnard, California 93030. The purpose of the public hearing is to determine if Oxnard School District has sufficient standards-aligned textbooks and instructional materials. At that time, the Governing Board will be asked to adopt a resolution stating that each pupil in the district has sufficient textbooks or instructional materials in specified subjects that are aligned to the academic content standards and consistent with the content and cycles of the curriculum frameworks adopted by the State Board of Education.

**FISCAL IMPACT:**

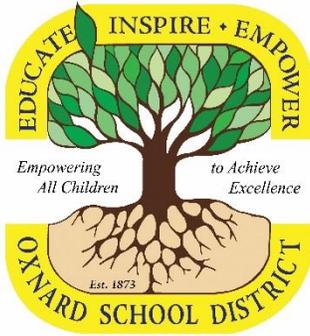
This Public hearing is being held in compliance with Education Code Section 60119 (as revised by Chapter 118, Statutes of 2005 and CCR, Title 5, Section 9531). In accordance with State law, Notice of Public Hearing will be posted on September 5, 2019.

**RECOMMENDATION:**

It is the recommendation of the Director of Curriculum, Instruction and Accountability, and the Assistant Superintendent Educational Services, that the Board of Trustees approve setting the date of October 9, 2019 for Public Hearing to determine sufficient textbooks or instructional materials.

**ADDITIONAL MATERIALS:**

**Attached:** [Sufficient Textbooks- Notice of Public Hearing ENGLISH](#)  
[Sufficient Textbooks- Notice of Public Hearing SPANISH](#)



# OXNARD SCHOOL DISTRICT

1051 South "A" Street • Oxnard, CA 93030 • 805/385-1501 • Fax 805/487-9648

## NOTICE OF PUBLIC HEARING

On October 9, 2019, a public hearing will be held at the Oxnard School District that begins at 7:00 p.m. in the Oxnard School District Board Room, located at 1051 South A Street in Oxnard, California 93030. The purpose of the public hearing is to determine if Oxnard School District has sufficient standards-aligned textbooks and instructional materials. At that time, the Governing Board will be asked to adopt a resolution stating that each pupil in the district has sufficient textbooks or instructional materials in specified subjects that are aligned to the academic content standards and consistent with the content and cycles of the curriculum frameworks adopted by the State Board of Education.

Dr. Anabolena DeGenna  
Educational Services Department



## DISTRITO ESCOLAR DE OXNARD

1051 South "A" Street • Oxnard, CA 93030 • 805/385-1501 • Fax 805/487-9648

### Aviso de Audiencia Pública

El día 9 de octubre del 2019 se llevará a cabo una audiencia pública en la sesión de la Mesa Directiva del Distrito Escolar de Oxnard que comenzará a las 7:00 PM en el salón de conferencias del distrito, ubicado en el 1051 South "A" Street, Oxnard, California 93030. La audiencia tiene como propósito determinar si el Distrito de Oxnard cuenta con los suficientes libros de texto y materiales de enseñanza que exigen las normas académicas. Se le ha solicitado a la Mesa Directiva que adopte una resolución determinando que cada alumno en el distrito cuenta con los suficientes libros de texto o los materiales de enseñanza en materias específicas, que coordinan con las normas académicas estatales y son consistentes con el contenido y los ciclos de la estructura del currículo adoptado por la Mesa Directiva de Educación del Estado.

**OSD BOARD AGENDA ITEM**

**Name of Contributor:** Dr. Jesus Vaca

**Date of Meeting:** September 4, 2019

**Agenda Section:** Section C: Consent Agenda

**Establish/Abolish/Increase/Reduce Hours of Position (Nair-Villano)**

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**Establish**

a four hour 246 day Custodian position number 9674 to be established at Marshall school. This position will be established to provide additional support.

**Increase**

a four hour 246 day Custodian position number 2541 to be increased to eight hours at Fremont school. This position will be increased to provide additional support.

**Reduce**

a five hour and ten minute 183 day Paraeducator I position number 7185 to be reduced to three hours and ten minutes at McKinna school. This position will be reduced due to lack of funds.

**FISCAL IMPACT:**

Cost for Custodian – \$26,628 General Fund  
Cost for Custodian – \$41,641 General Fund  
Savings for Paraeducator I- \$9,528 Site funds

**RECOMMENDATION:**

It is the recommendation of the Director of Classified Human Resources that the Board of Trustees approve the establishment, abolishment, and increase of the positions as presented.

**ADDITIONAL MATERIALS:**

**Attached:**

**OSD BOARD AGENDA ITEM**

**Name of Contributor:** Dr. Jesus Vaca

**Date of Meeting:** September 4, 2019

**Agenda Section:** Section C: Consent Agenda

**Personnel Actions (Vaca/Nair-Villano)**

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The attached are recommended Personnel Actions presented to the Board of Trustees for consideration. The salary placement for the individuals employed will be in accordance with the salary regulations of the District. Personnel Actions include: new hires, transfers, pay changes, layoffs, recall from layoffs, resignations, retirements, authorizations, and leaves of absence.

**FISCAL IMPACT:**

N/A

**RECOMMENDATION:**

It is the recommendation of the Assistant Superintendent, Human Resources & Support Services and the Director, Classified Human Resources, that the Board of Trustees approve the Personnel Actions, as presented.

**ADDITIONAL MATERIALS:**

**Attached:** [Personnel Actions 09042019 \(four pages\)](#)

**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**

Holland, Rebecca	Teacher, BCLAD	August 22, 2019
Lepisto, Lauren	School Nurse	August 19, 2019
Lozano, Michael	Teacher	August 19, 2019
McGee, Theresa	Program Specialist	August 9, 2019
Moore, Lauren	Speech Therapist	August 26, 2019
Meyers, Michael	Teacher	August 19, 2019
Nippard, Peter	Teacher, SPED	August 26, 2019
Reid, Ryan	Teacher, Math	August 19, 2019

Agraz, Orlando	Substitute Teacher	2019/2020 School Year
Arias, Angelica	Substitute Teacher	2019/2020 School Year
Byrnes, Cooper	Substitute Teacher	2019/2020 School Year
Coria, Rica	Substitute Teacher	2019/2020 School Year
Lopez, Monica	Substitute Teacher	2019/2020 School Year
Martinez, Thiana	Substitute Teacher	2019/2020 School Year
Mendoza, Lilibeth	Substitute Teacher	2019/2020 School Year
Shuman, Tasha	Substitute Teacher	2019/2020 School Year
Terpenney, Allison	Substitute Teacher	2019/2020 School Year
Williams, Lisa	Substitute Teacher	2019/2020 School Year
Yee, Laurie	Substitute Teacher	2019/2020 School Year
Zamarripa, Jennifer	Substitute Teacher	2019/2020 School Year

**Promotions**

Almanza, Rosario	Interim Principal	2019/2020 School Year
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**Resignations**

Koch, Manfred	Teacher	June 30, 2019
VanConas, Andrew	Teacher	June 30, 2019

September 04, 2019

ANNUAL TEACHER ASSIGNMENT REPORT  
PURSUANT TO EDUCATION CODES 44256 (b) AND 44258.2  
2019-2020

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**

Michael Hunt

Math/Frank

## CLASSIFIED PERSONNEL ACTIONS

September 4, 2019

**New Hire**

Ambriz, Noemi	Paraeducator III, Position #1915 Special Education 5.75 hrs./183 days	08/19/2019
Gamino, Celeste	Paraeducator III, Position #7947 Special Education 5.75 hrs./183 days	08/20/2019
Ibarra, Abigail	Preschool Assistant (B), Position #2582 San Miguel 3.0hrs./183 days	08/19/2019
Lopez, Marcos A	Grounds Manager, Position #7423 Facilities 8.0 hrs./246 days	08/05/2019
Macias, Perla Y	Paraeducator II (B), Position #9241 Special Education 5.75 hrs./183 days	08/20/2019
Ortiz, Sandra	Preschool Assistant (B), Position #2661 Harrington 3.0 hrs./183 days	08/19/2019
Rios, Tiana M	Speech Language Pathology Assistant, Position #9134 Special Education 8.0 hrs./183 days	08/19/2019
Trujillo Gutierrez, Mariela	Paraeducator III, Position #1953 Special Education 5.75 hrs./183 days	08/19/2019

**Limited Term**

Morales, Andrea C	Paraeducator (substitute)	08/19/2019
Ortega Silva, Jose D	Paraeducator (substitute)	08/19/2019
Terregone, Delina A	Paraeducator (substitute)	08/19/2019

**Promotional**

Fuentes, Saira	Registered Behavior Technician, Position #9242 Special Education 8.0 hrs./203 days Paraeducator III (B), Position #6373 Special Education 5.75 hrs./183 days	08/19/2019
Garcia, Darlene E	Registered Behavior Technician, Position #9243 Special Education 8.0 hrs./203 days Paraeducator III, Position #2882 Special Education 5.75 hrs./183 days	08/19/2019
Jasso, Judy E	Registered Behavior Technician, Position #9245 Special Education 8.0 hrs./203 days Paraeducator III, Position #6824 Special Education 5.75 hrs./183 days	08/19/2019
Pina, Bobby S	Registered Behavior Technician, Position #9253 Special Education 8.0 hrs./203 days Paraeducator III, Position #7467 Special Education 5.75 hrs./183 days	08/19/2019
Vasquez Mendoza, Anita	Registered Behavior Technician, Position #9244 Special Education 8.0 hrs./203 days Paraeducator III, Position #2903 Special Education 5.75 hrs./183 days	08/19/2019

**Promotional continued**

Wilson, Luke	Registered Behavior Technician, Position #9254 Special Education 8.0 hrs./203 days Paraeducator II, Position #1199 Special Education 5.75 hrs./183 days	08/19/2019
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**Voluntary Demotion**

Ordaz, Bianca K	Paraeducator I, Position #9157 Driffill 3.167 hrs./183 days Language Assessment Technician, Position #8703 Ed. Services 5.5 hrs./246 days	08/19/2019
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**Leave of Absence**

Calderon Ruiz, Nancy	Paraeducator, III, Position #268	08/19/2019-12/20/2019
Faulk, Jessica E	Campus Assistant, Position #2966	08/26/2019-12/15/2019

**Return from Leave of Absence**

Castellanos Vizcaino, Ana Luisa	Paraeducator I, Position #7170	08/19/2019
Perez, Patricia	Paraeducator III, Position 9222	08/19/2019

**Layoff**

Navarro, Imelda L	Preschool Teacher, Position #7803 Ed. Services 3.0 hrs./183 days	06/28/2019
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**Resignation**

Castillo, Oralia	Transportation Driver, Position #8708 Transportation 5.5 hrs./183 days	08/19/2019
Fimbres, Stacy	Preschool Assistant (B), Position #2657 Ed. Services 3.0 hrs./183 days	07/31/2019
Golemon, Sarah E	Health Assistant, Position #8433 Pupil Services 5.5 hrs./183 days	08/13/2019
Tinoco, Rodolfo	Child Nutrition Worker, Position #6409 McKinna 5.0 hrs./185 days	08/19/2019
Zamarripa, Jennifer	Paraeducator II, Position #6434 Special Education 5.75 hrs./183 days	08/09/2019

**OSD BOARD AGENDA ITEM**

**Name of Contributor:** Dr. Anabolena DeGenna      **Date of Meeting:** September 4, 2019

**Agenda Section:** Section C: Enrichment Agreement

**Approval of Agreement #19-100 – Foundation for California Community Colleges  
(DeGenna/Shea)**

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The California Afterschool Network (CAN), operating under the auspices of The Foundation for California Community Colleges, will provide professional development for the afterschool program staff in the Oxnard School District during the 2019-20 school year. The goal of the professional development is to update each school's program goals and objectives toward these goals. Term of Agreement: September 5, 2019 through June 30, 2020.

**FISCAL IMPACT:**

\$27,000.00 – ASES

**RECOMMENDATION:**

It is recommended by the Manager, Special Programs, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #19-100 with The Foundation for California Community Colleges.

**ADDITIONAL MATERIALS:**

**Attached:** [Agreement #19-100 - Foundation for Calif Community Colleges \(6 Pages\)](#)  
[Certificate of Insurance \(15 Pages\)](#)



FOUNDATION *for* CALIFORNIA  
COMMUNITY COLLEGES

## **SERVICES AGREEMENT**

**between**

**THE FOUNDATION FOR CALIFORNIA COMMUNITY COLLEGES**

**and**

**OXNARD SCHOOL DISTRICT**

*Agreement No. 00002031*

### **1. Background**

The California Afterschool Network (CAN) is a fiscally sponsored project of the Foundation for California Community Colleges. As such, CAN operates under the auspices of the Foundation, a 501(c)(3) nonprofit organization. The purpose of CAN is to increase access to high quality out-of-school time programs that support the success of California's children and youth. CAN's mission is to provide professionals, advocates, and community members the tools and resources necessary to build high-quality out-of-school time programs in California. As a catalyst for Quality, CAN has been instrumental in leading field-based efforts to create the Quality Standards for Expanded Learning in California. Since the adoption of the Quality Standards, CAN has been a leading provider of Technical Assistance on the Quality Standards and the Continuous Quality Improvement process for expanded learning programs in California.

### **2. Parties to Agreement**

For the purposes of this agreement the Foundation for California Community Colleges, a California non-profit 501(c)(3) corporation, on behalf of the California Afterschool Network (CAN), is referred to as "FOUNDATION" and Oxnard School District is referred to as "CUSTOMER".

### **3. Services**

FOUNDATION shall provide to CUSTOMER five (5) workshop series as set forth in the Scope of Work attached hereto as Exhibit "A" and herein incorporated by reference (the "Services"). CUSTOMER agrees to work closely with FOUNDATION staff and its partners in the performance of Services and shall be available to FOUNDATION's staff and its partners at all reasonable times.

#### **4. Term, Termination**

4.1 This Agreement shall take effect **September 5, 2019** through **June 30, 2020**, at which time, this Agreement will automatically terminate. Any extension to this Agreement must be in writing and signed by authorized signatories of FOUNDATION and CUSTOMER.

4.2 Termination for Convenience. Either party shall have the right to terminate this agreement for any reason or no reason, without penalty, at any time by providing the other party with written notice of termination at least thirty (30) calendar days in advance.

4.3 Termination for Cause. Either party shall have the right to terminate this agreement, without penalty, within a reasonable time period should the other party be found to be in material breach of this agreement and fails to cure such breach within thirty (30) days after written notice of the same is sent to the other party or within any other time period agreed upon in writing by the parties.

4.4 Procedures at Termination. Either party must cease or reduce work immediately upon receiving the notice of termination or as required by the written notice and take all steps possible to mitigate losses.

#### **5. Compensation**

The total fee to be paid to FOUNDATION by CUSTOMER for the Services shall not exceed **\$22,500**, including all applicable taxes. Budget detail is set forth in the Proposal attached hereto as Exhibit "A". CUSTOMER shall provide invoicing instructions to FOUNDATION immediately upon execution of this Agreement. If additional work is requested, it will be approved by the Parties in advance and will be billed at the rate of **\$4,500** per workshop.

#### **6. Indemnification**

FOUNDATION shall be liable for and shall indemnify and hold CUSTOMER harmless against any costs, expenses, claims, suits, judgments, loss or damage (including reasonable attorneys' fees) arising from the fault or negligence of FOUNDATION, its officers, employees, agents, subcontractors and representatives or violation of this Agreement by FOUNDATION. CUSTOMER shall be liable for and shall indemnify and hold FOUNDATION harmless against any costs, expenses, claims, suits, judgments, loss or damage (including reasonable attorneys' fees) arising from the fault or negligence of CUSTOMER, its officers, employees, agents, and representatives or violation of this Agreement by the CUSTOMER.

#### **7. Notices**

All notices and other communications required or permitted to be given under this agreement, including but not limited to any notice of change of address, must be directed to the following individuals:

#### **FOUNDATION:**

##### REPRESENTATIVE/PROGRAM MANAGER (All Programmatic Issues):

Jeff Davis  
Executive Director, CAN  
Foundation for California Community Colleges  
1102 Q Street, Suite 4800  
Sacramento, CA 95811

(916) 325-0854  
[jdavis@afterschoolnetwork.org](mailto:jdavis@afterschoolnetwork.org)

CONTRACTS (Contracts Issues Only, including but not limited to Contract Notices):  
Contracts Department  
Foundation for California Community Colleges  
1102 Q Street, Suite 4800  
Sacramento, CA 95811  
[contracts@foundationccc.org](mailto:contracts@foundationccc.org)

**CUSTOMER:**

REPRESENTATIVE/PROGRAM MANAGER (All Programmatic Issues):  
Ginger Shea  
Manager, Special Programs and Services  
Oxnard School District  
1051 South A. Street  
Oxnard, CA 93030  
(805) 385-1501 ext. 2324  
[gshea@oxnardsd.org](mailto:gshea@oxnardsd.org)

**8. General Provisions**

8.1 Captions and Interpretation. Paragraph headings in this agreement are used solely for convenience, and shall be wholly disregarded in the construction of this agreement. Paragraph headings shall not be deemed to define, limit or extend the scope or intent of the paragraphs to which they appertain.

8.2 Assignment and Delegation. This agreement may not be assigned or otherwise transferred by either party without the prior written consent of the other party; however, either party will have the right to assign its rights and obligations under this agreement in connection with a merger, acquisition, or sale transfer of substantially all of its assets. Any assignment not in accordance with this paragraph is void.

8.3 Anti-lobbying. FOUNDATION shall not use any part of the funds rendered for Services to directly or indirectly pay for any personal service, advertisement, telegram, telephone, letter, printed or written matter, or other device, intended or designed to influence in any manner a political candidate for public office or a Member of Congress, a jurisdiction, or an official of any government, or to favor, adopt, or oppose, by vote or otherwise, any legislation.

8.4 Non-Discrimination. FOUNDATION shall not discriminate in the provision of services, benefits, employment, facilities or otherwise because of race, color, ancestry, religion, creed, national origin, sex, age, sexual orientation, physical or mental disability, medical condition, marital status, denial of family care leave or on the basis of any other protected category as provided by federal, state and/or local laws. CUSTOMER shall comply with the provisions of the Fair Employment and Housing Act (California Government Code §12990(a)-(f) et seq.) and the applicable regulations promulgated there under (California Code of Regulations, Title 2, §7285 et. seq.)

8.5 Debarment and/or Suspension. CUSTOMER shall comply with Executive Order 12549, Debarment and Suspension. CUSTOMER represents and warrants that CUSTOMER is not presently debarred, suspended,

proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency or any California state department or agency.

8.6 Entire Agreement. This agreement constitutes the entire, complete, final and exclusive agreement between the parties with respect to the subject matter hereof and supersedes and replaces any and all prior and contemporaneous communications between the parties regarding such subject matter. Any terms and conditions which are additional to or different from the terms and conditions of this agreement are hereby deemed rejected by FOUNDATION and shall not be of any effect or in any way binding upon FOUNDATION. To the extent that the terms and conditions of this agreement conflict with, or are in any way inconsistent with, the terms and conditions of any exhibit hereto, the terms and conditions of this agreement will prevail.

8.7 Modification of Agreement. This agreement may be modified only by a written agreement dated subsequent to this agreement and signed by authorized representatives of each party. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

8.8 Law to Govern; Venue. This agreement is made under and will be governed by and construed in accordance with the laws of the State of California. Any litigation resulting from a dispute or claim arising under or relating to this agreement shall be resolved in a state or federal court in Sacramento, California. The parties specifically submit to the personal jurisdiction and subject matter jurisdiction of the state and federal courts located in Sacramento, California.

8.9 Time is of the Essence. Time is of the essence with respect to all provisions of this agreement that specify a time for performance; provided, however, that the foregoing shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this agreement.

8.10 Construction of Agreement. Both parties have participated in the negotiation and drafting of this agreement. Therefore, the terms and conditions of this agreement shall not be construed against either party as the drafting party.

8.11 Confidentiality. CUSTOMER shall not, directly or indirectly, use, make available, sell, disclose or otherwise communicate to any third party, other than in CUSTOMER's assigned duties and for the benefit of FOUNDATION, any of FOUNDATION's Confidential Information, either during or after CUSTOMER's relationship with FOUNDATION. Subject to applicable federal, state and local law, including but not limited to the Richard McKee Transparency Act of 2011, Confidential Information is to be broadly defined, and includes but may not be limited to all information that has or could have commercial value or other utility in the business in which FOUNDATION is engaged or contemplates engaging, and all information of which the unauthorized disclosure could be detrimental to the interests of FOUNDATION, whether or not such information is identified as Confidential Information by FOUNDATION. This paragraph shall survive the expiration or early termination of this agreement.

8.12 Execution of this Agreement. The Parties agree that this agreement may be executed in counterparts, each of which shall be deemed to be an original, but both of which together shall constitute one and the same instrument, and that a photocopy or facsimile may serve as an original. If this agreement is executed in counterparts, no signatory hereto shall be bound until both the parties have fully executed a counterpart of this agreement.

8.13 Authority to Bind. The parties each represent and warrant that the signatories below are authorized to sign this agreement on behalf of themselves or the party on whose behalf they execute this agreement.

8.14 Severability. If any part of this agreement is found invalid or unenforceable, that part will be amended to achieve, as nearly as possible, the same economic effect as the original provision and the remainder of this agreement will remain in full force and effect.

8.15 Non-waiver. The failure of either FOUNDATION or CUSTOMER, whether purposeful or otherwise, to exercise in any instance any right, power or privilege (including but not limited to waiver) under this agreement or under law of this agreement shall not constitute a waiver of any other right, power or privilege, nor of the same right, power or privilege in any other instance. Any waiver by FOUNDATION must be in writing.

8.16 Relationship of the Parties. Both parties are independent parties and this agreement will not establish any relationship of partnership, joint venture, employment, agency or otherwise. Neither party will have the power to bind the other or incur obligations on the other's behalf without the other's prior written consent, except as otherwise expressly provided in this agreement.

8.17 Force Majeure. FOUNDATION shall not be liable or deemed to be in default for any delay or failure in performance under this agreement or interruption of Services resulting, directly or indirectly, from acts of God, civil or military authority, acts of public enemy, terrorism, war, strikes, labor disputes, shortages of suitable parts, materials, labor or transportation, or any similar cause beyond the reasonable control of FOUNDATION.

THE PARTIES HEREBY EXECUTE THIS AGREEMENT with their signature below.

**CUSTOMER**

**FOUNDATION FOR CALIFORNIA  
COMMUNITY COLLEGES**

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

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

Print Name: Lisa A. Franz

Print Name: \_\_\_\_\_

Title: Director, Purchasing

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

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

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

**CUSTOMER – second signature, if required**

**FOUNDATION FOR CALIFORNIA  
COMMUNITY COLLEGES**

By: N/A

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

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

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

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

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

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



FOUNDATION *for* CALIFORNIA  
COMMUNITY COLLEGES

## **EXHIBIT A**

### **Scope of Work**

CAN shall provide Oxnard School District with 5 fee for service training experiences. The scope of work is as follows:

- CAN will work with the contracting agency to schedule a series of 5 workshop offerings;
- Conduct a virtual planning meeting with the contracting agency to plan each unique workshop;
- Implement each workshop as planned with the contracting agency;
- Complete any necessary follow-up.

Additional training will be billed at the rate of \$4,500 per workshop.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/1/2019

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

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

<b>PRODUCER</b> Edgewood Partners Insurance Center License #0B29370 PO Box 13847 Sacramento CA 95853	<b>CONTACT NAME:</b> Rebecca Foster <b>PHONE (A/C, No, Ext):</b> 916-576-1524 <b>E-MAIL ADDRESS:</b> Rebecca.Foster@epicbrokers.com	<b>FAX (A/C, No):</b> 916-583-7613													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Great American Insurance Company</td> <td>16691</td> </tr> <tr> <td>INSURER B : Travelers Casualty &amp; Surety Company</td> <td>19038</td> </tr> <tr> <td>INSURER C : Travelers Prop Casualty Co of America</td> <td>25674</td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Great American Insurance Company	16691	INSURER B : Travelers Casualty & Surety Company	19038	INSURER C : Travelers Prop Casualty Co of America	25674	INSURER D :		INSURER E :		INSURER F :
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<b>INSURED</b> FOUNFORC Foundation for California Community Colleges 1102 Q Street, Ste 4800 Sacramento CA 95811															

**COVERAGES**

CERTIFICATE NUMBER: 1950131896

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:			PAC059452205	10/1/2018	10/1/2019	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	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			PAC059452205	10/1/2018	10/1/2019	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ \$10,000			UMB059452306	10/1/2018	10/1/2019	EACH OCCURRENCE	\$ 5,000,000
							AGGREGATE	\$ 5,000,000
								\$
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC7K7722701914G	7/1/2019	7/1/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
B	Employee Theft of Client Property			105705990	10/1/2018	10/1/2019	Limit/Deductible	\$1,000,000/\$10,000
A	Abuse or Molestation			PAC059452205	10/1/2018	10/1/2019	Each Occurrence	\$1,000,000
							Aggregate	\$3,000,000

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

Re: FCCC Program/Contract #AN-051-19. Additional Insured: Oxnard School District. When required by written contract, additional insured status with primary coverage and waiver of subrogation apply to General Liability and Automobile Liability, all per the attached endorsements.

**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.**

**SIGNATURE GENERAL LIABILITY BROADENING ENDORSEMENT**

This Endorsement modifies and is subject to the insurance provided under the following form:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

The following extension only applies in the event that no other specific coverage for the indicated loss exposure is provided under this Policy. If other specific coverage applies, the terms, conditions and limits of that Coverage are the exclusive coverage applicable under this Policy, unless otherwise noted in this Endorsement. This is a summary of the various additional coverages and coverage modifications provided by this Endorsement. For complete details on specific coverages, consult the actual policy wording.

Coverage Description	Limit of Insurance	Page
Non-Owned Aircraft	Included	2
Non-Owned Watercraft	Included	2
Bodily Injury - Mental Injury, Mental Anguish, Humiliation or Shock	Included	3
Medical Payments	\$ 20,000	3
Damage to Premises Rented to You	\$ 1,000,000	3
Supplementary Payments - Bail Bonds	\$ 3,000	4
Supplementary Payments - Loss of Earnings	\$ 1,000 per day	4
Newly Formed or Acquired Organizations	Included	4
Unintentional Failure to Disclose Hazards	Included	5
Knowledge of Occurrence, Claim or Suit	Included	5
Property Damage Liability - Elevators	Included	5
Property Damage Liability - Borrowed Equipment	Included	5
Liberalization Clause	Included	6
Amendment of Pollution Exclusion (Premises)	Included	6
Limited Property Damage to Property of Others	\$ 5,000	6
→ Additional Insured - Manager or Lessor of Premises	Included	7

Coverage Description	Limit of Insurance	Page
→ Additional Insured - Funding Sources	Included	7
→ Additional Insured - By Contract	Included	8
→ Primary and Non-Contributory Additional Insured Extension	Included	10
Additional Insureds - Protection of Your Limits	Included	10
→ Blanket Waiver of Transfer of Rights of Recovery Against Others to Us (Subrogation)	Included	11
Property Damage Extension With Voluntary Payments	\$ 1,000/\$ 5,000	11
Who Is An Insured - Fellow Employee Extension - Management Employees	Included	12
Broadened Personal and Advertising Injury	Included	12

#### A. Non-Owned Aircraft

Under paragraph 2. Exclusions of **SECTION I - COVERAGE A - Bodily Injury and Property Damage Liability**, exclusion g. **Aircraft, Auto or Watercraft** does not apply to an aircraft provided:

1. it is not owned by any insured;
2. it is hired, chartered or loaned with a trained paid crew;
3. the pilot in command holds a currently effective certificate, issued by the duly constituted authority of the United States of America or Canada, designating him or her a commercial or airline pilot; and
4. it is not being used to carry persons or property for a charge.

However, the insurance afforded by this provision does not apply if there is available to the Insured other valid and collectible insurance, whether primary, excess (other than insurance written to apply specifically in excess of this Policy), contingent or on any other basis, that would also apply to the loss covered under this provision.

#### B. Non-Owned Watercraft

Under paragraph 2. Exclusions of **SECTION I - COVERAGE A - Bodily Injury and Property Damage Liability**, subparagraph (2) of exclusion g. **Aircraft, Auto or Watercraft** is replaced by the following:

This exclusion does not apply to:

- (2) A watercraft you do not own that is:
  - (a) less than 60 feet long; and

(b) not being used to carry persons or property for a charge.

**C. Bodily Injury - Mental Injury, Mental Anguish, Humiliation or Shock**

Under **SECTION V - DEFINITIONS**, Definition 3. is replaced by the following:

3. "**Bodily Injury**" means physical injury, sickness, or disease, including death of a person. "Bodily Injury" also means mental injury, mental anguish, humiliation, or shock if directly resulting from physical injury, sickness, or disease to that person.

**D. Medical Payments**

If **Coverage C Medical Payments** is not otherwise excluded, the Medical Payments provided by this Policy are amended as follows:

The Medical Expense Limit in paragraph 7. of **SECTION III - LIMITS OF INSURANCE** is replaced by the following Medical expense Limit:

The Medical Expense Limit provided by this Policy shall be the greater of:

- a. \$ 20,000; or
- b. the amount shown in the Declarations for Medical Expense Limit

This provision 7. is subject to all the terms of **SECTION III - LIMITS OF INSURANCE**.

**E. Damage to Premises Rented to You**

If Damage to Premises Rented to You is not otherwise excluded from this Coverage Part:

1. Under paragraph 2. **Exclusions** of **SECTION I - COVERAGE A - Bodily Injury and Property Damage Liability**:

3. The last paragraph of paragraph 2. **Exclusions** is deleted in its entirety and replaced by the following:

Exclusions c. through n. do not apply to damage by fire, lightning, explosion, smoke, leakage from an automatic fire protection system or water to premises while rented to you or temporarily occupied by you with permission of the owner. A separate Limit of Insurance applies to this coverage as described in **SECTION III - LIMITS OF INSURANCE**.

However, this insurance does not apply to damage to premises while rented to you, or temporarily occupied by you with the permission of the owner, caused by:

- i. rupture, bursting, or operation of pressure relief devices;
- ii. rupture or bursting due to expansion or swelling of the contents of any building or structure, caused by or resulting from water;
- iii. explosion of steam boilers, steam pipes, steam engines, or steam turbines; or
- iv. flood

2. Paragraph 6. Under **SECTION III - LIMITS OF INSURANCE** is deleted in its entirety and replaced with the following:

6. Subject to paragraph 5. above, the most we will pay under **Coverage A** for damages because of "property damage" to any one premises, while rented to you, or in the case of damage caused by fire, lightning, explosion, smoke, leakage from automatic fire protection system or water while rented to you or temporarily occupied by you with the permission of the owner, for all such damage caused by fire, lightning, explosion, smoke, leakage from automatic fire protection systems or water proximately caused by the same event, whether such damage results from fire, lightning, explosion, smoke, leakage from automatic fire protection systems or water or any combination of the six, is the higher of \$ **1,000,000** or the amount shown in the Declarations for the **Damage to Premises Rented to You Limit**.
3. Under **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**, subsection 4. Other Insurance, paragraph b. Excess Insurance where the words "Fire insurance" appear they are changed to "insurance for fire, lightning, explosion, smoke, leakage from an automatic fire protection system or water."
4. As regards coverage provided by this provision I. **Damage to Premises Rented to You** - paragraph 9.a. of **Definitions** is replaced with the following:
  9. a. a contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning, explosion, smoke, leakage from automatic fire protection systems or water to premises while rented to you or temporarily occupied by you with the permission of the owner is not an "insured contract";

**F. Supplementary Payments**

1. In the **Supplementary Payments - Coverages A and B** provision, paragraph 1.b. is replaced with:
  - b. Up to \$ **3,000** for the cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the **Bodily Injury Liability Coverage** applies. We do not have to furnish these bonds.
2. Paragraph 1.d. is replaced by the following:
  - d. All reasonable expenses incurred by the Insured at our request to assist us in the investigation or defense of the claim or "suit," including actual loss of earnings up to \$ **1,000** a day because of time off work.

**G. Newly Formed or Acquired Organizations**

Paragraph 3. of **SECTION II - WHO IS AN INSURED** is replaced by the following:

3. Any organization you newly acquire or form and over which you maintain ownership or majority interest, will qualify as a named insured if there is no other similar insurance available to that organization. However:
  - a. coverage under this provision is afforded only until the expiration of the policy period in which the entity was acquired or formed by you;
  - b. coverage **A** does not apply to "bodily injury" or property damage that occurred before you acquired or formed the organization; and
  - c. coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

d. records and descriptions of operations must be maintained by the first named insured.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a named insured in the Declarations or qualifies as an insured under this provision.

#### H. Unintentional Failure to Disclose Hazards

Under **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**, the following is added to Condition 6. Representations:

Failure of the Insured to disclose all hazards existing as of the inception date of this Policy shall not prejudice the insurance with respect to the coverage afforded by this Policy, provided such failure or omission is not intentional on the part of the Insured.

#### I. Knowledge of Occurrence, Claim or Suit

Under **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**, the following is added to Condition 2. Duties in the Event of Occurrence, Offense, Claim or Suit:

Knowledge of any occurrence, claim, or suit by any agent, servant or employee of the Named Insured does not in itself constitute knowledge by the Insured unless notice of such injury, claim or suit shall have been received by:

- a. you, if you are an individual;
- b. a partner, if you are a partnership
- c. an executive officer or insurance manager, if you are a corporation.

#### J. Property Damage Liability - Elevators

1. Under paragraph 2. Exclusions of **SECTION I - COVERAGE A - Bodily Injury and Property Damage Liability**, subparagraphs (3), (4) and (6) of exclusion j. **Damage to Property** do not apply if such property damage results from the use of elevators.
2. The following is added to **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**, Condition 4. **Other Insurance**, paragraph b. **Excess Insurance**:

The insurance afforded by this provision of this Endorsement is excess over any property insurance, whether primary, excess, contingent or on any other basis.

#### K. Property Damage Liability - Borrowed Equipment

1. Under paragraph 2. Exclusions of **SECTION I - COVERAGE A - Bodily Injury and Property Damage Liability**, subparagraph (4) of exclusion j. **Damage to Property** does not apply to "property damage" to borrowed equipment while not being used to perform operations at a job site.
2. The following is added to **SECTION IV - COMMERCIAL GENERAL LIABILITY Conditions**, Condition 4. **Other Insurance**, paragraph b. **Excess Insurance**:

The insurance afforded by this provision of this Endorsement is excess over any property insurance, whether primary, excess, contingent or on any other basis.

**L. Liberalization Clause**

If we revise this Signature General Liability Broadening Endorsement to provide more coverage without additional premium charge, your policy will automatically provide the coverage as of the date the revision is effective in your state.

**M. Amendment of Pollution Exclusion (Premises)**

1. The following is added to paragraph (1)(a) of Exclusion f. of **SECTION I - COVERAGE A - Bodily Injury and Property Damage Liability**:

(iv) "Bodily injury" or "property damage" arising out of the actual discharge, dispersal, seepage, migration, release or escape of "pollutants."

As used in this Endorsement, the actual discharge, dispersal, seepage, migration, release or escape of pollutants must:

- (aa) commence on a clearly identifiable day during the policy period; and
  - (bb) end, in its entirety, within seventy-two (72) hours of the commencement of the discharge, dispersal, seepage, migration, release or escape of "pollutants"; and
  - (cc) be discovered and reported to us within fifteen (15) days of the clearly identifiable day that the discharge, dispersal, seepage, migration, release or escape of "pollutants" commences; and
  - (dd) be neither expected nor intended from the standpoint of any insured; and
  - (ee) be unrelated to any previous discharge, dispersal, seepage, migration, release or escape; and
  - (ff) not originate at or from a storage tank or other container, duct or piping which:
    - a. is below the surface of the ground or water; or
    - b. at any time has been buried under the surface of the ground or water and then is subsequently exposed.
2. For the purposes of this coverage, the following is added to the definition of "property damage" of **SECTION V - DEFINITIONS** and applies only as respects this coverage:
- Land or water, whether below ground level or not, is not tangible property.
3. Coverage provided hereunder does not apply to any discharge, dispersal, seepage, migration, release or escape that is merely threatened or alleged rather than shown to have actually occurred.

**N. Limited Property Damage to Property of Others**

The following is added under **SECTION I - SUPPLEMENTARY PAYMENTS - COVERAGES A and B**:

3. We will pay up to \$ 5,000 for loss to personal property of others while in the temporary care, custody or control of an insured caused by any person participating in your organized activities. For the purpose of this supplementary payment, loss shall mean damage or destruction but does not include mysterious disappearance or loss of use. In the event of a theft, a police report must be filed. This supplementary payment does not apply if:

a. coverage is otherwise provided by the Property Coverage part (if any) of this Policy; or

- b. the loss is covered by any other insurance you have or by any insurance of such person who causes such loss.

These payments will not reduce the Limits of Insurance.

↙ **O. Additional Insured - Manager or Lessor of Premises**

- 1. **SECTION II - WHO IS AN INSURED** is amended to include as an additional insured any person or organization from whom you lease or rent property and which requires you to add such person or organization as an additional insured on this Policy under:

- (a) a written contract; or

- (b) an oral agreement or contract where a Certificate of Insurance showing that person or organization as an additional insured has been issued;

but the written or oral contract or agreement must be an "insured contract," and,

- (i) currently in effect or become effective during the term of this Policy; and

- (ii) executed prior to the "bodily injury," "property damage," "personal and advertising injury."

- 2. With respect to the insurance afforded to the Additional Insured identified in paragraph 1. above, the following additional provisions apply:

- (a) This insurance applies only with respect to the liability arising out of the ownership, maintenance or use of that part of the premises leased to you.

- (b) The Limits of Insurance applicable to the Additional Insured are the lesser of those specified in the written contract or agreement or in the Declarations for this Policy and subject to all the terms, conditions and exclusions for this Policy. The Limits of Insurance applicable to the Additional Insured are inclusive of and not in addition to the Limits of Insurance shown in the Declarations.

- (c) In no event shall the coverages or Limits of Insurance in this Coverage Form be increased by such contract.

- (d) Coverage provided herein is excess over any other valid and collectible insurance available to the Additional Insured whether the other insurance is primary, excess, contingent or on any other basis unless a written contractual arrangement specifically requires this insurance to be primary.

- (e) This insurance applies only to the extent permitted by law.

- 3. This insurance does not apply to:

- (a) Any "occurrence" or offense which takes place after you cease to be a tenant in that premises.

- (b) Structural alterations, new construction or demolition operations performed by or on behalf of the Additional Insured.

↙ **P. Additional Insured - Funding Sources**

- 1. **SECTION II - WHO IS AN INSURED** is amended to include as an additional insured any Funding Source which requires you in a written contract to name the Funding Source as an additional insured but only with respect to liability arising out of:

- a. your premises; or
- b. "your work" for such additional insured; or
- c. acts or omissions of such additional insured in connection with the general supervision of "your work"

and only to the extent set forth as follows:

- a. The Limits of Insurance applicable to the Additional Insured are the lesser of those specified in the written contract or agreement or in the Declarations for this Policy and subject to all the terms, conditions and exclusions for this Policy. The Limits of Insurance applicable to the Additional Insured are inclusive of and not in addition to the Limits of Insurance shown in the Declarations.
- b. The insurance afforded to the Additional Insured only applies to the extent permitted by law
- c. 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.
- d. In no event shall the coverages or Limits of Insurance in this Coverage Form be increased by such contract.

 **Q. Additional Insureds - By Contract**

1. **SECTION II - WHO IS AN INSURED** is amended to include as an insured any person or organization whom you have agreed to add as an additional insured in a written contract, written agreement or permit. Such person or organization is an additional insured but only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" arising out of:

- a. your acts or omissions, or the acts or omissions of those acting on your behalf, in the performance of your ongoing operations for the Additional Insured that are subject of the written contract or written agreement provided that the "bodily injury" or "property damage" occurs, or the "personal and advertising injury" is committed, subsequent to the signing of such written contract or written agreement; or
- b. the maintenance, operation or use by you of equipment rented or leased to you by such person or organization; or
- c. the Additional Insureds financial control of you; or
- d. operations performed by you or on your behalf for which the state or political subdivision has issued a permit

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 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 such additional insured.

With respect to paragraph 1.a. above, a person's or organization's status as an additional insured under this Endorsement ends when:

- (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 for 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.

With respect to paragraph 1.b. above, this insurance does not apply to any "occurrence" which takes place after the equipment rental or lease agreement has expired or you have returned such equipment to the lessor.

The insurance provided by this Endorsement applies only if the written contract or written agreement is signed prior to the "bodily injury" or "property damage."

We have no duty to defend an additional insured under this Endorsement until we receive written notice of a "suit" by the Additional Insured as required in paragraph b. of Condition 2. **Duties in the Event of Occurrence, Offense, Claim or Suit under SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITION.**

2. With respect to the insurance provided by this Endorsement, the following are added to paragraph 2. **Exclusions under SECTION I - COVERAGE A - Bodily Injury and Property Damage Liability:**

This insurance does not apply to:

- a. "Bodily injury" or "property damage" that occurs prior to your commencing operations at the location where such "bodily injury" or "property damage" occurs.
- b. "Bodily injury," "property damage" or "personal and advertising injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services, including:
  - (1) the preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
  - (2) supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that Insured, if the "occurrence" which caused the "bodily injury" or "property damage," or the offense which caused the "personal and advertising injury," involved the rendering of, or failure to render, any professional architectural, engineering or surveying services.

- c. "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 for 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.

d. Any person or organization specifically designated as an additional insured for ongoing operations by a separate additional insured endorsement issued by us and made part of this Policy.

3. 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:

- a. required by the contract or agreement; or
- b. 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.

↙ **R. Primary and Non-Contributory Additional Insured Extension**

This provision applies to any person or organization who qualifies as an additional insured under any form or endorsement under this Policy.

Condition 4. Other Insurance of **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended as follows:

a. The following is added to paragraph a. **Primary Insurance:**

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) the Additional Insured is a named insured under such other insurance; and
- (2) you have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the Additional Insured.

b. The following is added to paragraph b. **Excess Insurance:**

When a written contract or written agreement, other than a premises lease, facilities rental contract or agreement, an equipment rental or lease contract or agreement or permit issued by a state or political subdivision between you and an additional insured does not require this insurance to be primary or primary and non-contributory, this insurance is excess over any other insurance for which the Additional Insured is designated as a named insured.

Regardless of the written agreement between you and an additional insured, this insurance is excess over any other insurance whether primary, excess, contingent or on any other basis for which the Additional Insured has been added as an additional insured on other policies.

**S. Additional Insureds - Protection of Your Limits**

This provision applies to any person or organization who qualifies as an additional insured under any form or endorsement under this Policy.

i. The following is added to Condition 2. **Duties in the Event of Occurrence, Offense, Claim or Suit:**

An additional insured under this Endorsement will as soon as practicable:

- a. give written notice of an "occurrence" or an offense that may result in a claim or "suit" under this insurance to us;
  - b. tender the defense and indemnity of any claim or "suit" to all insurers whom also have insurance available to the Additional Insured; and
  - c. agree to make available any other insurance which the Additional Insured has for a loss we cover under this Coverage Part.
  - d. we have no duty to defend or indemnify an additional insured under this Endorsement until we receive written notice of a "suit" by the Additional Insured.
2. The Limits of Insurance applicable to the Additional Insured are those specified in a written contract or written agreement or the Limits of Insurance stated in the Declarations of this Policy and defined in **SECTION III - LIMITS OF INSURANCE** of this Policy, whichever are less. These limits are inclusive of and not in addition to the Limits of Insurance available under this Policy.

↙ **T. Blanket Waiver of Transfer of Rights of Recovery Against Others to Us (Subrogation)**

Under **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**, the following is added to Condition 8. Transfer of Rights of Recovery Against Others to Us:

If required by a written contract or written agreement, we waive any right of recovery we may have against a person or organization because of payment we make for injury or damage arising out of your ongoing operations or "your work" done under a contract for that person or organization and included in the "products-completed operations hazard" provided that the injury or damage occurs subsequent to the execution of the written contract or written agreement.

**U. Property Damage Extension with Voluntary Payments**

1. The following is added to paragraph 1. Insuring Agreement of **SECTION I - COVERAGE A - Bodily Injury and Property Damage Liability**:

At your request we will pay for "loss" to property of others caused by your business operations for which this Policy provides liability insurance. Such payment will be made without regard to your legal obligation to do so. The "loss" must occur during the policy period and must take place in the "coverage territory."

2. With respect to the coverage afforded under paragraph 1. above, paragraph 2. Exclusions of **SECTION I - COVERAGES A - Bodily Injury and Property Damage Liability** is amended as follows:

Exclusions j.(3), j.(4), j.(5) and j.(6) are deleted.

3. As respects coverage afforded by this coverage, **SECTION III - LIMITS OF INSURANCE** is replaced by the following:

Regardless of the number of insureds, claims made or "suits" brought or persons or organizations making claims or bring "suits":

1. Subject to 2. Below, the most we will pay for one or more "loss" arising out of any one "occurrence" is \$ 1,000.
2. The aggregate amount we will pay for the sum of all "loss" in an annual period is \$ 5,000. This aggregate amount is part of and not in addition to the General Aggregate Limit described in paragraph 2. of **SECTION III - LIMITS OF INSURANCE**.

**V. Who Is an Insured - Fellow Employee Extension - Management Employees**

1. The following is added to paragraph 2.a.(1) of **SECTION II - WHO IS AN INSURED**:

Paragraph (a) and (b) above do not apply to "bodily injury" or "personal and advertising injury" caused by an "employee" who is acting in a supervisory capacity for you. Supervisory capacity as used herein means the "employee's" job responsibilities assigned by you, including the direct supervision of other "employee" of yours. However, none of these "employees" are insureds for "bodily injury" or "personal and advertising injury" arising out of their willful conduct, which is defined as the purposeful or willful intent to cause "bodily injury" or "personal and advertising injury," caused in whole or in part by their intoxication by liquor or controlled substances.

This coverage is excess over any other valid and collectable insurance available to your "employee."

**W. Broadened Personal and Advertising Injury**

1. Unless "Personal and Advertising Injury" is excluded from this Policy, the following is added to **SECTION V - DEFINITIONS** Item 14.:

- h. mental injury, mental anguish, humiliation, or shock, if directly resulting from Items 14.a. through 14.e.



Administrative Offices  
580 Walnut Street  
Cincinnati, Ohio 45202  
Tel: 1-513-369-5000

CA 85 18  
(Ed. 06 09)

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

**AUTOMATIC ADDITIONAL INSURED**

This endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM**

**WHO IS AN INSURED** (Section II - Liability Coverage, Paragraph A.1.) is amended to include as an Insured any person or organization (called additional Insured) whom you are required to add as an additional Insured on this policy under:

1. a written contract or agreement, or;
2. an oral contract or agreement where a certificate of insurance showing that person or organization as an additional Insured has been issued;

but the written or oral contract must be:

- a. currently in effect or becoming effective during the term of this policy; and
- b. executed prior to the date of "loss."

This person or organization is an additional insured only to the extent you are liable for an "accident" arising out of the use of a covered "auto" being driven by you, one of your employees, or one of your volunteers, with your permission.

Policy #PAC059452205

- 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 conceals or misrepresents 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 Covered Autos Liability Coverage this Coverage Form provides for the "trailer" is:
  - (1) excess while it is connected to a motor vehicle you do not own; or
  - (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 Covered Autos 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 the same basis.

**OSD BOARD AGENDA ITEM**

**Name of Contributor:** Janet Penanhoat

**Date of Meeting:** September 4, 2019

**Agenda Section:** Section C: Support Services Agreement

**Ratification of Agreement #19-101 – American Logistics Company, LLC  
(Penanhoat/Briscoe)**

---

Upon request by the Oxnard School District, American Logistics Company, LLC will from time to time supplement the districts' transportation programs using sedans, mini-vans, and SUV's to assist in transporting McKinney-Vento, special-needs, out of district students to and from school during the 2019-2020 school year. Term of Agreement: July 1, 2019 through June 30, 2020.

**FISCAL IMPACT:**

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

**RECOMMENDATION:**

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services and the Director of Transportation, that the Board of Trustees ratify Agreement #19-101 with American Logistics Company, LLC.

**ADDITIONAL MATERIALS:**

**Attached:** [Agreement #19-101 - American Logistics Company, LLC \(13 Pages\)](#)

# OSD AGREEMENT #19-101

## AGREEMENT FOR THE PROVISION OF ALTERNATIVE TRANSPORTATION SOLUTIONS

THIS AGREEMENT ("Agreement") is entered into as of 9/4/2019 between American Logistics Company, LLC ("Contractor") and Oxnard School District (the "District"), with the following facts:

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

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

### 1. Contractor Services

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

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

### 2. Term

The initial term of this Agreement shall commence on 7/1/2019 and end on 6/30/2020. In addition, in the event of a material breach of this Agreement, either party may terminate this Agreement with thirty (30) day notice to cure to the breaching party. If the breach is not cured, this Agreement will terminate immediately following the thirty (30) day notification period.

### 3. Fees for Service

Contractor shall be paid the agreed sum based on fees outlined on Attachment 1, which is attached hereto and incorporated herein by this reference. Contractor shall invoice the District for the provision of the Services on a monthly basis and shall be paid therefore within thirty (30) days after the District's receipt of Contractor's invoice for the provision of the Services for

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

**4. Vehicles**

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

**5. Contractor Personnel and Subcontracted Service Providers**

As part of its Services and for the compensation set forth in this Agreement, Contractor shall provide qualified and properly licensed personnel as required by laws and regulations and as deemed appropriate by Contractor to coordinate the Services. While Contractor may subcontract with service providers who will supply drivers (“subcontracted drivers”) to provide student transportation services for the District, Contractor shall at all times remain responsible for the coordination of the Services under this Agreement. Contractor expressly represents and warrants to the District that it will only utilize subcontracted drivers that have obtained the necessary training and are properly licensed to perform the Services.

**6. Contractor Insurance**

Contractor shall obtain and maintain in full force and effect during the term of this Agreement, and at no cost to District, general liability and automobile (common carrier) insurance issued by insurance companies authorized to do business in the state with minimum limits of One Million Dollars (\$1,000,000), Combined Single Limit. The District shall be named as an additionally insured of the policy or policies and shall be furnished with a certificate of insurance (COI). The District shall be notified at least thirty (30) days prior to cancellation of any such policy or policies (except 10 days for non-payment of premium).

**7. Background Checks**

Because Contractor will be providing transportation services for school children, it is a requirement of Contractor’s insurance that Contractor require and Contractor shall require each Contractor personnel or subcontracted driver in a position requiring contact with students to undergo a background check verifying no prior convictions for or pleas of nolo contendere to a felony or misdemeanor offense involving moral turpitude, including any sexual offense involving a child.

**8. Health and Safety (Tuberculosis Testing)**

To the extent required under applicable law, rule or regulation applicable to the provision of Services and to the transportation services being provided by subcontracted drivers, Contractor shall require each Contractor personnel or subcontracted driver who may come in contact with student(s) to provide verification of having been tested for tuberculosis (TB) and cleared to

work with students, as evidenced by a state licensed medical doctor's signature. As a service to District, Contractor will maintain a copy of said verifications.

**9. Drug and Alcohol Testing**

Contractor only contracts with transportation service providers who enroll their drivers in a drug and alcohol testing consortium that provide for pre-employment testing, as well as random, reasonable suspicion and post-accident drug and alcohol testing. Each consortium reports to Contractor when a driver tests positive for a prohibited substance as well as when a driver is enrolled and removed from the consortium pool.

**10. Assignment of Contractor's Rights**

Except as it relates to the entering into subcontracts as referred to in Section 5 of this Agreement, Contractor shall have no right to assign its rights or obligations under this Agreement; provided, however, Contractor shall have the right to assign this Agreement as part of a transaction wherein it transfers substantially all of its assets.

**11. Indemnity of the District**

Contractor hereby agrees to indemnify and hold the District, its Board Members, employees, agents, officers and assigns, free and harmless from and against all claims, causes of action, liabilities, damages, expenses and costs (including, but not limited to, attorney fees and court costs) arising out of (a) any injury to any person or property sustained by the District and/or Contractor and/or any student(s), in connection with the negligent provision of the Services that are to be provided by its subcontracted service provider or the subcontracted drivers pursuant to this Agreement, and (b) any injury to any person or property sustained by any person or entity which is caused or alleged to be caused by any act, neglect, fault or omission on the part of Contractor or its agents, affiliates and subcontracted service providers or subcontracted drivers in connection with the provision of the Services, whether or not said injury or damage occurs on or off District property.

**12. Independent Contractor**

In providing the management and logistical support necessary to coordinate the Services, Contractor shall be and act as an independent contractor in all respects and shall not, for any purpose hereunder, be or act as an employee or agent of the District. Nothing contained in this Agreement shall be deemed to create a partnership or joint venture between either of the parties to this Agreement with each other. Contractor understands and agrees that as an independent contractor, it will not be eligible to participate in any benefits or privileges given or extended by the District to its employees. Contractor shall be solely responsible for the payment when due to appropriate taxing authorities of all federal and state income taxes and related obligations of any nature whatsoever on any consideration paid pursuant to this Agreement, as well as any interest, penalties or other sums due thereon and shall indemnify, and hold the District, its Board Members, Officers, employees and agents free and harmless therefrom.

**13. Non-Solicitation**

District agrees during the term of this Agreement and for a period of twelve (12) months following the termination of this Agreement, District will not, directly or indirectly, or by acting in concert with others, employ, attempt to employ, or solicit for employment, any employee, subcontracted service provider, subcontracted drivers or other person who has performed services for Contractor at any time during the term of this Agreement.

**14. Notices**

All notices or other communication required or permitted hereunder shall be in writing, and shall be personally delivered (including by means of professional messenger service) or sent by registered or certified mail, postage prepaid, return receipt requested, or by facsimile or email transmission followed by delivery of a “hard” copy, and shall be deemed received upon the date of receipt thereof.

To District: Tony Briscoe, Director, Transportation  
Oxnard School District  
1051 South A Street, Oxnard, CA 93030  
Phone: 805-385-1519  
Email: abriscoe@oxnardsd.org

To Contractor: Craig Puckett, Chief Executive Officer  
American Logistics Company, LLC.  
905 Calle Amanecer, Suite 360  
San Clemente, CA 92673  
P: 866.999.3371 x777; Fax: 844.245.0299  
Email: alc@alcschools.com

Notice of change of address shall be given by written notice in the manner detailed in this paragraph 14.

**15. Entire Agreement**

This Agreement, and Attachments 1-6 which are incorporated herein by this reference, and if applicable the attached proposal, constitutes the entire Agreement between the parties with respect to the provision of the Service and may not be amended except by a writing signed by each of the parties.

**16. Waivers**

The waiver by either party of a breach or violation of any provisions of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach of this Agreement.

**17. Attorney Fees**

In the event that either party brings an action against the other to enforce any condition or covenant of this Agreement, the prevailing party in such action shall be entitled to recover the court costs and reasonable attorney fees in the judgment rendered in such action.

**18. Severability**

In the event any of the provisions, or portions, or portions thereof, of this Agreement is held to be unenforceable or invalid, by any court of competent jurisdiction, the validity and enforceability of the remaining provision or portion of it shall not be affected.

**19. Further Acts**

Each party shall perform any further acts and sign and deliver any further documents that are reasonably necessary to carry out the provisions of this Agreement.

**20. Counterparts**

This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. Executed counterparts of this Agreement may be delivered by facsimile transmission or by delivery of a scanned counterpart in portable document format (PDF) by e-mail, in either case with delivery confirmed. On such confirmed delivery, facsimile or PDF signatures shall be deemed to have the same force and effect as if the manually signed counterpart had been delivered to the other party in person.

**DISTRICT**

By:     **Lisa A. Franz**    

Title:     **Director, Purchasing**    

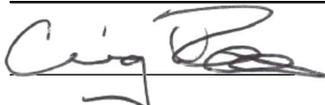
Signed: \_\_\_\_\_

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

**CONTRACTOR**

By:     Craig Puckett    

Title:     Chief Executive Officer    

Signed:         

Date:     8/15/2019

## ATTACHMENT 1 - Fees for service

The Contractor will charge the District a **\$65 per trip fee**, which includes the first twelve (12) miles and up to five (5) students. Vehicle capacity is determined by student requirements and vehicle availability. An additional **\$2.50 per mile** will be charged for any trip longer than 12 miles.

The pricing matrix below outlines all associated fees:

Trip Items	Fees
Trip Fee (includes first 12 miles)	\$65.00
Per Mile Fee (after the first 12 miles)	\$2.50
<b>Additional Fees (as needed/requested):</b>	
Wheelchair Fee (per student)	\$25.00
Car Seat/Safety Vest Fee (per student)	\$5.00
Wait Time Fee (per hour, billed in 15 min. increments)	\$60.00
Monitor Fee (per hour, 2-hour minimum)	\$25.00
No Show or Late Cancel	Full Price of Trip

### Definitions:

**Trip:** A trip is defined as a one-way transportation event with a student or monitor continually on board. Examples include:

- Home to School:
  - Student 1: Pick-up, Student 2: Pick-Up
    - Both Student 1 & 2 dropped off at School A
  - Student 1: Pick-up, Student 2: Pick-up
    - Student 1 dropped off at School A
    - Student 2 dropped off at School B
- School to Home:
  - Student 1: Pick-up, Student 2: Pick-Up
    - Both Student 1 & 2 dropped off at Home A
  - Student 1: Pick-up, Student 2: Pick-up
    - Student 1 dropped off at Home A
    - Student 2 dropped off at Home B

The total number of trips a District is charged for is arrived at by adding together each one-way trip. The District will only be charged for miles incurred while a student or Monitor is onboard the vehicle. When no student or Monitor is onboard the vehicle, no mileage charges will be incurred.

**Additional Fees:** Additional fees are only incurred per the request of the District to provide additional services. They can include, but are not limited to:

- **Wheelchair Fee:** A per student/per trip fee for students requiring a wheelchair vehicle
- **Car Seat/Safety Vest Fee:** A per student/per trip fee for students requiring a car seat/safety vest
- **Wait Time Fee:** Only incurred when authorized by the District to wait for a student. Billed on an hourly basis in 15 minute increments.
- **Monitor Fee:** Only incurred when the District requests that the Contractor provide a student Monitor for the trip. School Districts usually provide the student’s Monitor. When the District provides the Monitor, they are not charged a “Monitor Fee.” The mileage incurred while a Monitor (whether provided by the Contractor or the District) is onboard the vehicle without a student (transporting the Monitor to and from their pick-up location) is considered part of the overall route mileage and will be billed accordingly.

**1. Mileage Charges**

Mileage charges are based on driving distance calculations from a third party provider (e.g. Google, MapQuest, Bing, ESRI). The calculations are based on fastest route, and the total is rounded up to the next whole mile. Contractor shall be responsible for plotting the routes collectively, and individually using Contractor’s proprietary School Dispatch Software.

Under no circumstances will the District be required to pay for mileage to a pick up or destination other than those authorized by the District.

**2. Fuel Surcharges**

When the average gasoline price exceeds \$5.00 per gallon, the mileage rate will be increased by calculating 30% of the price of gasoline that exceeds \$5.00 and adding it to the base mileage rate. Thus, if the price of gasoline, according to the gasoline price index, is \$5.20, the increase would be 30% of 20 cents, or 6 cents. The gasoline price index to be used shall be found under the category of “[Your Specific State or Region] U.S. Regular Gasoline Prices\* (dollars per gallon)” on the following website:

[http://www.eia.doe.gov/oil\\_gas/petroleum/data\\_publications/wrgp/mogas\\_home\\_page.html](http://www.eia.doe.gov/oil_gas/petroleum/data_publications/wrgp/mogas_home_page.html)

**3. Invoicing**

The invoice shall contain this level of detail and additionally will separate the charges by route showing number of days and total cost. A No Show Report will also be provided with the invoice showing the students who were not transported each day of the billing period. In the event of a No Show, the trip will be billed at the normal rate. The Contractor requires 24 hour notice to remove a student from the route.

**4. When Routes Change or Students are Added or Removed**

When it becomes necessary to change a route for any reason, including adding or removing students, Contractor shall plot the revised or new route using Contractor's School Dispatch Software as described above in the most efficient manner based on the information known to Contractor at that time.

Routes will be optimized from time to time as deemed necessary by Contractor or requested by the District. Routes will not be optimized more than once in a month.

If the District adds a Student to be transported, that Student may be individually transported until routes are optimized.

## **ATTACHMENT 2 – The District agrees that the following policies shall be followed related to Student No-Shows and Late Canceled trips for trips serviced by the Contractor**

### **No-Shows & Late Cancels**

A No-Show occurs when no previous notice is provided to the Contractor by the District/guardian that a student will not be transported and a driver attempts to pick-up a student but the student is not there or is not ready. A Late Cancel occurs when less than 2-hour notice is provided to the Contractor by the District/guardian that a student will not need transportation.

Trips where a No-Show or Late Cancel occurs are billed at full trip charge.

### **Possible District Protocols for No-Shows:**

If the driver attempts to pick-up a student on a scheduled trip in the AM but the student is not there or not ready, then the following scenarios could apply (as determined by the District):

#### **1. Single Rider Trips**

- a. If an AM single rider No-Show occurs, the District will be billed for the AM trip and the afternoon trip will remain scheduled unless the Contractor is notified by the parent or the District to cancel the trip.
  - i. The District may set up a protocol to automatically cancel afternoon trips in the event of an AM Single Rider No-Show
- b. If the afternoon trip is cancelled within 2 hours of the scheduled pick up time, the District will not be billed for the afternoon trip.

#### **2. Multiple Rider Trips**

- a. The afternoon trip always remains scheduled.

### **No-Show Reports**

Each morning an email is sent from the Contractor's School Dispatch team to the District. This email is sent by 11 AM and alerts the District of the following circumstances:

- Which students were no-shows that morning
- How many consecutive days/trips they have been a no-show

The daily No-Show Report provides the District time to inform the Contractor's School Dispatch if one of the students on the No-Show Report is attending school that day and will still need a ride home in the PM.

The District is responsible for alerting the Contractor of any change requests based on the data provided in the No-Show Report, such as removing a student from a route due to multiple no-shows.

### **Student Removal / Student Cancellation:**

### **Permanent Removal of Student from Route:**

Permanent removal of a student from a route requires District notification/approval

- The District sends an email stating that a student needs to be removed from a route until further notice.

### **Impact:**

Once the student is removed from the route, the student's spot is now gone and may be replaced with a different student, if available, to consolidate routes. If the student was the only one on that route, the route will be removed entirely and the driver then becomes available to service other routes.

### **Billing:**

Will only be affected if:

- Trip is above the minimum and there is a reduction in the mileage as a result of removing the student.
- The student was the only one on the route, therefore the route is cancelled.

### **Cancellations/Temporary Removal:**

Cancellation of a student from a route requires District notification/approval.

- A student is sick one day or will be going on vacation for a few days.

### **Impact:**

Because this is a temporary change, the student is not replaced on the route and their space on the route is reserved for their return.

### **Billing:**

If the student is a single rider and the student is cancelled or temporarily removed, no charges will be assessed. When cancelling or temporarily removing the pick-up/drop-off for a student who is part of a multiple rider trip, the District will be charged the normal trip rate.

## ATTACHMENT 3 – Multi-District Billing: An Explanation

Should The District choose to share trips with a neighboring school district that is also under contract with ALC, the shared trip will be prorated and billed according to the following explanation

### Proration of Trip Fees – ALC’s Three Step Process

#### 1. Stand Alone District Trips:

Each Districts’ students are routed as stand-alone trips, District specific pricing is applied.

a. Example:

- i. District A has two students who routed together cost the District \$65 (Trip 1)
- ii. District B has a single student whose trip would cost the District \$80 (Trip 2)

#### 2. Multi-District Trips

All of the students from the participating Districts, as identified above, are combined into the most cost effective trips, yielding new “Multi-District trips” and subsequent trip costs.

a. Example (cont.):

- i. When all three students are routed together, the total trip cost is \$95

#### 3. Proration of Costs for Multi-District Trips

The total cost of the multi-District trips is then allocated to each District based upon the percentage of the Districts stand-alone trip costs (found in step 1) as compared to the multi-District trip costs (found in step 2).

Example (cont.):

○ **Blended Cost of Multi-District Trip = \$95**

- Stand Alone Cost of Trip for District A = \$65
- Stand Alone Cost of Trip for District B = \$80

i. District A’s Percent Responsibility =  $\text{Trip A}/(\text{Trip A} + \text{Trip B})$

1.  $\$65/(\$65 + \$80)$ 
  - a.  $\$65/\$145 = 44.83\%$
2.  $44.83\% \times \$95 = \$42.59$

3. **District A’s Prorated Cost = \$42.59**

a. District A’s Savings = \$22.41

ii. District B’s Percent Responsibility =  $\text{Trip B}/(\text{Trip A} + \text{Trip B})$

1.  $\$80/(\$65 + \$80)$ 
  - a.  $\$80/\$145 = 55.17\%$
2.  $55.17\% \times \$95 = \$52.41$

3. **District B’s Cost = \$52.41**

a. District B Savings = \$27.59

#### 4. No Shows and Cancellations:

For the purpose of all Multi-District Trips, No Shows and Cancellations are applied to each District invoice as if the student had boarded the vehicle on schedule even if District notifies ALC with advanced notice of cancellation.

## **5. Invoicing**

The invoice shall separate the charges by route showing number of days and total cost. A No Show Report will also be provided with the invoice showing the students who were not transported each day of the billing period. In the event of a No Show, the trip will be billed at the normal rate. 24-hour notice is required to permanently remove a student from a route.

## **6. When Routes Change or Students are Added or Removed**

When it becomes necessary to change a route for any reason, including adding or removing students, Contractor shall plot the revised or new route using Contractor's School Dispatch Software as described above in the most efficient manner based on the information known to Contractor at that time.

Routes will be optimized from time to time as deemed necessary by Contractor or requested by the District. Routes will not be optimized more than once in a month. If the District adds a Student to be transported, that Student may be individually transported until routes are optimized.

**Oxnard School District Contacts**

(Please complete this form and return as soon as possible)

**To whom should contract notices be sent?**

Name & Title: Tony Briscoe, Director, Transportation  
Address: 1051 South A Street  
City: Oxnard State: CA Zip: 93030  
Email: abriscoe@oxnardsd.org Fax: 805-486-2494

**Who should our accounting personnel contact regarding accounts payable matters?**

Name & Title: Teresa Barron, Accountant/Internal Auditor  
Email: tbarron@oxnardsd.org  
Phone: 805-385-1501 x2457 Fax: 805-483-7226

**Who should our dispatchers contact regarding routine transportation matters?**

Name & Title: Transportation Staff  
Email: transportation@oxnardsd.org  
Phone: 805-385-1519 Fax: 805-486-2494

**Who should our dispatchers contact regarding emergencies, accidents or student behavior?**

Name & Title: Transportation Staff  Emergencies  Accidents  Behavior  
Email: abriscoe@oxnardsd.org  
Phone: 805-385-1519 Fax: 805-486-2494

**Who should we email the No-Show Report to each morning?**

Name & Title: Transportation Staff  
Email: transportation@oxnardsd.org

**OSD BOARD AGENDA ITEM**

**Name of Contributor:** Dr. Anabolena DeGenna      **Date of Meeting:** September 4, 2019

**Agenda Section:** Section C: Special Education Agreement

**Ratification of Agreement # 19-97 with Ventura County Office of Education  
(DeGenna/Madden)**

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It is recommended that the Board of Trustees ratify the service agreement with Ventura County Office of Education (VCOE) for the 2019-2020 school year, to provide exceptional services to a special education student that consists of support from Special Circumstances Paraeducators (SCPs), and includes Extended School Year. Student: JS010805

**FISCAL IMPACT:**

Not to exceed \$39,157.38 - Special Education Funds

**RECOMMENDATION:**

It is the recommendation of the Interim Director, Special Education, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Agreement #19-97 with Ventura County Office of Education.

**ADDITIONAL MATERIALS:**

**Attached:** [Agreement #19-97 - Ventura County Office of Education \(1 Page\)](#)



# AGREEMENT

## For Paraeducator Performing Special Circumstance Educational Support

This Agreement, effective July 1, 2019 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, **JS010805**, 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 during transportation to and from school for 390 minutes a day. ESY will be provided at 300 minutes per 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 7/1/2019 (IEP date~4/3/2019) 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>2018-2019</u>	UPCOMING: <u>2019-2020</u>
		(ESY: <u>7/1/2019-7/5/2019</u> )
		<u>8/14/2019-4/3/2020</u>
(including ESY, if applicable)	\$ _____	\$ <u>39,157.38</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 \_\_\_\_\_

Accepted By: [Signature]  
Special Education Authorized Representative

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

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

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

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

Estimated Cost \$ 39,157.38

**OSD BOARD AGENDA ITEM**

**Name of Contributor:** Dr. Anabolena DeGenna      **Date of Meeting:** September 4, 2019

**Agenda Section:** Section C: Special Education Agreement

**Ratification of Agreement #18-245 with Ventura County Office of Education  
(DeGenna/Madden)**

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It is recommended that the Board ratify the service agreement with Ventura County Office of Education (VCOE) for 2018-2019 school year, to provide exceptional services to a special education student that consisted of support from Special Circumstances Paraeducators (SCPs), and included Extended School Year.

Student: JS010805

**FISCAL IMPACT:**

Not to exceed \$13,547.34 - Special Education Funds

**RECOMMENDATION:**

It is the recommendation of the Interim Director, Special Education, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Agreement #18-245 with Ventura County Office of Education.

**ADDITIONAL MATERIALS:**

**Attached:** [Agreement #18-245 - Ventura County Office of Education \(1 Page\)](#)



# AGREEMENT

## For Paraeducator Performing Special Circumstance Educational Support

This Agreement, effective **April 19, 2019** 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, **JS010805**, 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 during transportation to and from school for 390 minutes a day. ESY will be provided at 300 minutes per 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 **4/19/2019 (IEP date~4/3/2019)** 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>2018-2019</u> 4/19/2019- 6/7/2019 (ESY: 6/10/2019- 6/28/2019)	UPCOMING: <u>2019-2020</u> (ESY: 7/1/2019-7/5/2019) 8/14/2019-4/3/2020
	\$ <u>13,547.34</u>	\$ <u>TBD</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 \_\_\_\_\_

Accepted By: [Signature]

Special Education Authorized Representative

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

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

Business Services Authorized Representative

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

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

Estimated Cost \$ 13,547.34

**OSD BOARD AGENDA ITEM**

**Name of Contributor:** Dr. Jesus Vaca

**Date of Meeting:** September 4, 2019

**Agenda Section:** Section D: Action Items

**Approval of Variable Term Waivers for Provisional Internship Permit (PIP)  
Authorizations in Special Education for Melissa Haupt and Linda Miller for the 2019-20  
School Year (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 Variable Term Waivers for provisional internship permit authorizations in Special Education for Melissa Haupt and Linda Miller to serve as itinerant Special Education M/M RSP teachers for the 2019-20 school year, to fill Special Education vacancies with no available qualified candidates, while working towards entering an internship program.

**FISCAL IMPACT:**

Informational only.

**RECOMMENDATION:**

It is the recommendation of the Assistant Superintendent of Human Resources that the Board of Trustees approve the Variable Term Waivers for provisional internship permit authorizations in Special Education M/M RSP for Melissa Haupt and Linda Miller, as presented.

**ADDITIONAL MATERIALS:**

**Attached:**

**OSD BOARD AGENDA ITEM**

**Name of Contributor:** Dr. Jesus Vaca

**Date of Meeting:** September 4, 2019

**Agenda Section:** Section D: Action Items

**Approval of a Variable Term Service Waiver in Speech Language Pathology for 2019-20 for Lauren Moore (Vaca)**

---

The District is recommending that the Board of Trustees approve this action item for a Variable Term Service Waiver in Speech Language Pathology, as described under Education Code: 44265.3, for Lauren Moore to serve as a Speech Language Pathologist for the 2019-20 school year beginning August 26, 2019, while employee finishes requirements to apply for a credential.

**FISCAL IMPACT:**

Informational only.

**RECOMMENDATION:**

It is the recommendation of the Assistant Superintendent of Human Resources that the Board of Trustees approve the Variable Term Service Waiver in Speech Language Pathology for Lauren Moore, as presented.

**ADDITIONAL MATERIALS:**

**Attached:**

**OSD BOARD AGENDA ITEM**

**Name of Contributor:** Dr. Jesus Vaca

**Date of Meeting:** September 4, 2019

**Agenda Section:** Section D: Action Items

**Approval of Variable Term Waiver for Bilingual Authorization for Max Madrigal for the 2019-20 School Year (Vaca)**

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There is a current shortage of bilingual teachers in the State of California. The District is recommending that the Board of Trustees approve this action item for a Variable Term Waiver, as described under Education Code 44253.3, for Max Madrigal to serve as a 6th grade DLI teacher at Haydock Middle School for the 2019-20 school year until the employee takes and passes the Spanish California Teacher of English Learners (CTEL) examinations and obtains a bilingual authorization.

**FISCAL IMPACT:**

Informational only.

**RECOMMENDATION:**

It is the recommendation of the Assistant Superintendent of Human Resources that the Board of Trustees approve the Variable Term Waiver for bilingual authorization for the 2019-20 school year, as presented.

**ADDITIONAL MATERIALS:**

**Attached:**

**OSD BOARD AGENDA ITEM**

**Name of Contributor:** Karling Aguilera-Fort

**Date of Meeting:** September 4, 2019

**Agenda Section:** Section E: Approval of Minutes

**Approval of Minutes**

---

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

- August 21, 2019, Regular Board Meeting

**FISCAL IMPACT:**

N/A

**RECOMMENDATION:**

N/A

**ADDITIONAL MATERIALS:**

**Attached:** [8-21-2019 Bd Minutes.pdf](#)

Regular Board Meeting  
August 21, 2019

The Board of Trustees of the Oxnard School District met in regular session at 5:03 p.m. on Wednesday, August 21, 2019 at the Educational Service Center. CALL TO ORDER

A roll call of the Board was conducted. Present were Trustees Debra Cordes, Dr. Jesus Vega, Monica Madrigal Lopez and President Robles-Solis. Trustee Denis O'Leary arrived at 6:30 p.m. Staff members present were District Superintendent Mr. Karling Aguilera-Fort, Assistant Superintendents Dr. Ana DeGenna, Janet Penanhoat and Dr. Jesus Vaca, and Executive Assistant Rose Chaparro. ROLL CALL

Ruben Vergara, student from Brekke School, led the audience in the Pledge of Allegiance. PLEDGE OF ALLEGIANCE

Avery Rosas, 5<sup>th</sup> grader in Mrs. Rodriguez' class and Marley Rosas, 5<sup>th</sup> grader in Mr. Carrier's class read the District's Vision and Mission Statement in English. Eduardo Saavedra, 4<sup>th</sup> grader in Ms. Louth's class, read the District's Vision and Mission statements in Spanish. DISTRICT'S VISION AND MISSION STATEMENTS

Ms. Anna Thomas, on behalf of Principal Bertha Anguiano provided a short presentation to the Board regarding Brekke School, Academy of Science & Inquiry. PRESENTATION BY BREKKE ELEMENTARY SCHOOL ACADEMY OF SCIENCE AND ENQUIRY

Following the presentation, Trustee Madrigal Lopez gave a token of appreciation on behalf of the Board to the students that participated in the meeting.

A.5 On motion by Trustee Cordes, seconded by Trustee Vega and carried on a roll call vote of 4-0, Trustee O'Leary being absent, the Board of Trustees approved the agenda as presented. ADOPTION OF THE AGENDA

A.6 No one addressed the Board PUBLIC PARTICIPATION/ COMMENTS

A.7 ANNOUNCEMENTS PRIOR TO CLOSED SESSION August 21<sup>st</sup>, 2019: CLOSED SESSION

The Board recessed to Closed Session to consider the following:

Firstly, for CONFERENCE WITH LEGAL COUNSEL under *Government Code*, Section 54956.9:

- ANTICIPATED LITIGATION: one (1) case
- EXISTING LITIGATIONS: Existing litigations
  - J.R. v. Oxnard School District et al. Central District No. CV-04304-JAK-FFM

Secondly, for CONFERENCE WITH LABOR NEGOTIATORS under *Government Code*, Sections 54957.6 and 3549.1.

The District negotiator is the Assistant Superintendent, Human Resources & Support Services, and Garcia Hernandez & Sawhney, LLP, the employee organizations are OEA, OSSA, CSEA; and all unrepresented personnel – administrators, classified management, confidential.

Lastly, PUBLIC EMPLOYEE(S) DISCIPLINE/DISMISSAL/RELEASE, under *Government Code*, Section 54957 and *Education Code*, Section 44943:

- Public Employee(s) Discipline/Dismissal/Release.
- Reassignment, Appointment:
  - Appointment of Interim Principal
  - Appointment of Interim Assistant Principal

Trustees convened to closed session at 5:25 p.m. until approximately 7:09 p.m. CLOSED SESSION  
to discuss items on the closed session agenda.

A.8 President Robles-Solis reported actions taken in closed session. REPORT ON CLOSED SESSION  

- On motion by Trustee O’Leary, seconded by Trustee Madrigal Lopez and carried on a roll call vote of 5-0, the Board approved the appointment of Rosario Almanza to the position of Interim Principal.

B.1 PUBLIC COMMENTS/HEARINGS PUBLIC COMMENTS  
Trustee Madrigal Lopez read the rules in English and Spanish.  

- Nobody requested to address the Board.

C On motion by Trustee Cordes, seconded by Trustee Vega and carried on a roll call vote of 4-1, Trustee O’Leary being the No vote the Board approved the Consent Agenda as presented. CONSENT AGENDA (Motion # 19-23)

Approved the following agreements:

C.1 Agreement #19-83 with Ventura County Office of Education. Amount not to exceed \$25,000.00, to be paid with LCFE funds. Amount not to exceed \$25,000.00, to be paid with LCFE funds. (Approval of Agreement #19-83 – Ventura County Office of Education)

C.2 Agreement #19-82 with Jennifer A. Blok. Amount not to exceed \$10,080.00, to be paid with LCFE Intervention funds. (Approval of Agreement #19-82 – Jennifer A. Blok)

C.3 Agreement #19-96 entering into an agricultural land lease of the Doris Patterson property. Revenue to the General Fund as follows: (Approval of Agreement #19-96 with Reiter Brothers, Inc. - Agricultural Lease of Doris Patterson Property)  

- 2020-21 FY - \$4,100 per acre x 25 = \$102,500.00
- 2021-22 FY - \$4,100 per acre x 25 = \$102,500.000
- 2022-23 FY - \$4,200 per acre x 25 = \$105,000.00

C.4 Agreement #19-99 with PDAP of Ventura County Inc. Amount not to exceed \$30,000.00, to be paid with Title I funds. (Approval of Agreement #19-99, PDAP of Ventura County Inc.)

Ratified the following agreements:

C.5 Agreement #19-98 with Maxim Healthcare Services Inc. Amount not to exceed \$10,000.00, to be paid from the General Fund. (Ratification of Agreement #19-98, Maxim Healthcare Services Inc.)

C.6 Agreement/MOU #19-85 with Butte County Office of Education/California Mini-Corps. No fiscal impact. (Ratification of Agreement/MOU #19-85 – Butte County Office of Education/California Mini-Corps)

C.7 Agreement/MOU # 19-76 with Continuing Development, Inc. The amount of \$12,225.60 per year paid to Oxnard School District by Continuing Development, Inc. (Ratification of Agreement/MOU #19-76 - Continuing Development, Inc.)

C.8 Agreement #19-75 with Assistance League School, NPS, amount not to exceed \$151,800.00, to be paid with Special Education funds. (Ratification of Agreement#19-75 - Assistance League, Non-Public School, NPS)

C.9 Agreement #19-80 between Oxnard School District and STAR of CA, ERA ED. Amount not to exceed \$800,000.00, to be paid with Special Education funds. (Ratification of Agreement #19-80 – STAR of CA, ERA ED)

C.10 Agreement/MOU #19-88 with Tutorific. Amount not to exceed \$70,000.00 (billed at \$65.00 per hour), to be paid with Special Education funds. (Ratification of Agreement/MOU #19-88 – Tutorific!)

C.11 Agreement #19-89 with Center for Autism & Related Disorders, LLC. Amount not to exceed \$20,000.00, to be paid with Special Education funds. (Ratification of Agreement #19-89 – Center for Autism & Related Disorders, LLC)

C.12 Agreement #19-84 with Therapy Travelers LLC. Amount not to exceed \$580,000.00, to be paid with Special Education funds. (Ratification of Agreement #19-84 – Therapy Travelers LLC)

C.13 Agreement #19-81 with 360 Degree Customer Inc. Amount not to exceed \$700,000.00, to be paid with Special Education funds. (Ratification of Agreement #19-81 – 360 Degree Customer, Inc.)

C.14 Agreement/MOU #19-91 with The Coalition for Family Harmony. (Ratification of Agreement/MOU #19-91)

- The Coalition for Family Harmony)
- C.15 Agreement/MOU #19-92 with School on Wheels, Inc. (Ratification of Agreement/MOU #19-92 – School on Wheels, Inc.)
- C.16 Agreement/MOU #19-90 with Interface Children and Family Services. (Ratification of Agreement/MOU #19-90 – Interface Children and Family Services)
- C.17 Agreement/MOU #19-86 with Ventura County Sheriff's Office and City Impact Inc. (Ratification of Agreement/MOU #19-86 with Ventura County Sheriff's Office and City Impact Inc.)
- C.18 Agreement #19-87 with Zajonc Corporation. For an approximate amount of \$108,750.00 per year, for a 6-1/4 year total of \$652,500.00. Note: Oxnard School District is only obligated to pay this amount if the grant is awarded. (Ratification of Agreement #19-87 with Zajonc Corporation)

Approved additional Consent Agenda Items :

- C.19 Personnel Actions, as presented. (Personnel Actions)

The following classified individuals to be employed in the capacities and for the terms indicated, their salaries to be determined in accordance with salary regulations of the district, it being understood that substitute classified personnel and regular classified personnel performing substitute duties will be assigned by the administration and paid in accordance with salary regulations governing the specific assignment. (Classified)

<u>Name</u>	<u>Position</u>	<u>Effective Date</u>
<u>New Hires</u>		
Alvarez, Lillie A.	Paraeducator III, Position #8648 Special Education 5.75 hrs./183 days	08/19/2019
Valencia, Susie	Employee Benefits Specialist, Position #97 Risk Management 8.0 hrs./246 days	07/22/2019
<u>Resignation</u>		
Lopez, Israel	Paraeducator III, Position #2682 Special Education 5.75 hrs./183 days	08/01/2019
Ludy, Lamar	Paraeducator III, Position #977 Special Education 5.75 hrs./183 days	08/01/2019
Smith, Kayla D.	Paraeducator III, Position #6732 Special Education 5.75 hrs./183 days	07/31/2019

Listed below are the recommended Certificated Personnel Actions, presented to the Board (Certificated) of Trustees for consideration. The salaries for the individuals employed will be determined, in accordance with the salary regulations of the District.

<u>Name</u>	<u>Position</u>	<u>Effective Date</u>
<u>New Hires</u>		
Alvarez, Lyndsi	Teacher, ELA	August 19, 2019
Amstutz, Kristina	Teacher	August 19, 2019
Boden, Katrina	Teacher. BCLAD	August 19, 2019
Gandara, Martin	Teacher. BCLAD	August 19, 2019
Hammel, Joy	Teacher, SPED	August 19, 2019
Kessler, Joann	Teacher, SPED	August 19, 2019
Ludy, Lamar	Teacher, SPED	August 19, 2019
Mullan, Carolyn	Teacher	August 19, 2019
Rabusin, Katrina	Teacher, SPED	August 19, 2019
Sanchez, Wendy	Teacher, BCLAD	August 19, 2019
Smith, Kayla	Teacher, BCLAD	August 19, 2019
Tiffany, June	Teacher	August 19, 2019
Torres, Fenella	Psychologist	August 9, 2019
Fernandez, Alexis	Substitute Teacher	2019/2020 School Year
Valadez, Sergio	Substitute Teacher	2019/2020 School Year

Resignations

Martindale, Stacy	Teacher	June 14, 2019
Matibag, Joanne	Teacher, Music	June 14, 2019

C.20 Abolishment and increase of the positions as presented. (Establish/ Abolish/  
Savings for Paraeducator I- \$24,492 Site funds Increase/ Reduce Hours of  
Cost for Office Assistant II - \$5,763 General Position)

C.21 Contractor Contingency Allocation No. 006 to Construction Services (Approval of Contractor  
Agreement #16-199 with Bernards, for additional items of work, and an additional Contingency Allocation  
item of credit, related to the Elm Elementary School Reconstruction Project. No. 006 to the Elm  
Contractor Contingency Allocation (CCA) No. 006 provides for the Board's Elementary School  
approval of Eight (8) items of cost totaling \$122,662.00, and one (1) item of credit Reconstruction Project's  
totaling (\$131,342.00), as agreed to in writing by the Contractor and District to be Contractor Contingency  
drawn from, and added to, the Contractor Contingency line item of the contract. for a decrease of cost for  
The amount of funds returned to the Contractor Contingency line item as a result the work associated with  
of CCA No. 006 is \$8,680.00. CCA No. 006 will not increase Contract Time. the Project)

To that date, \$660,818 of Contractor Contingency funds (including CCA No. 006) will have been utilized. The remaining Contractor Contingency sum upon approval of CCA No. 006 shall be \$18,023.00.

C.22 Change Order No. 007 for Master Agreement #17-117 with Bernards. (Ratification of Change  
Amount not to exceed \$36,664.00, to be paid to Bernards under Board approved Order No. 007 to

- Master Agreement #17-117 from Master Construct and Implementation Funds allocated from the project budget, as approved by the Board in the June 2019 six-month update. Construction Services Agreement #17-117, with Bernards to adjust costs for the Marshall New Classroom Building Project)
- C.23 Change Order #008 for Master Agreement #17-117 with Bernards. Amount not to exceed \$35,858.00 to be paid to Bernards under Board approved Master Agreement #17-117 from Master Construct and Implementation Funds allocated from the project budget, as approved by the Board in the June 2019 six-month update. (Ratification of Change Order No. 008 to Construction Services Agreement #17-117 with Bernards to adjust costs for the Marshall New Classroom Building Project)
- C.24 Change Order #009 for Master Agreement #17-117 with Bernards. Amount not to exceed \$5,297.00 to be paid to Bernards under Board approved Master Agreement #17-117 from Master Construct and Implementation Funds allocated from the project budget, as approved by the Board in the June 2019 six-month update. (Ratification of Change Order No. 009 to Construction Services Agreement #17-117 with Bernards to adjust costs for the Marshall New Classroom Building Project)
- C.25 Change Order #010 for Master Agreement #17-117 with Bernards. Amount not to exceed \$4,612.00 to be paid to Bernards under Board approved Master Agreement #17-117 from Master Construct and Implementation Funds allocated from the project budget, as approved by the Board in the June 2019 six-month update. (Ratification of Change Order No. 010 to Construction Services Agreement #17-117 with Bernards to adjust costs for the Marshall New Classroom Building Project)
- C.26 Amendment No. 002 to Agreement #16-249 with Perkins Eastman Dougherty, for additional architectural and professional services for the McKinna Elementary School Reconstruction Project. Amount not to exceed \$73,745.00, to be paid to Perkins Eastman Dougherty under Board approved Master Agreement #16-249 from Master Construct and Implementation Funds allocated from the project budget, as approved by the Board in the June 2019 six-month update. (Ratification of Amendment No. 002 to Agreement #16-249 for Perkins Eastman Dougherty to provide additional Architectural Services for the McKinna Elementary School Reconstruction Project)
- C.27 WAL #17 for Master Agreement #13-122 with Earth Systems Pacific. Amount of \$12,800.00, to be paid to Earth Systems Pacific under Board approved Master Agreement #13-122 from Master Construct and Implementation Funds allocated from the project budget as approved by the Board in the June 2019 six-month update. (Ratification of Work Authorization Letter #17 to Earth Systems Pacific for Geotechnical Observation & Testing Services for the Marshall

New Classroom Building  
Project)

- C.28 Amendment #002 to Agreement #17-49 for additional Architectural Services for the Rose Avenue School Reconstruction Project. Amount not to exceed \$12,640.00, to be paid to IBI Group under Board approved Master Agreement #17-49 from Master Construct and Implementation Funds allocated from the project budget, as approved by the Board in the June 2019 six-month update. (Ratification of Amendment #002 to Agreement #17-49 with IBI Group to provide additional Architectural and Structural Design Services for the Rose Avenue School Reconstruction Project)
- C.29 Amendment #3 to Agreement #18-201 with Alternative Behavior Strategies, LLC. Amount not to exceed \$86,000.00, to be paid with Special Education funds. (Ratification of Amendment #3 to Agreement #18-201 – Alternative Behavior Strategies, LLC)
- C.30 Amendment #1 to Agreement #18-198 with Assistance League School, NPS. Amount not to exceed \$600.00, to be paid with Special Education funds. (Ratification of Amendment #1 to Agreement #18-198 - Assistance League, Non-Public School, NPS)
- C.31 Amendment #3 to Agreement #18-64 with Autism Learning Partners LLC. Amount not to exceed \$132,000.00, to be paid with Special Education funds. (Ratification of Amendment #3 to Agreement #18-64 – Autism Learning Partners, LLC)
- C.32 Amendment #3 to Agreement #18-175 with City Impact Inc. Amount not to exceed \$500,000.00, to be paid with Special Education funds. (Ratification of Amendment #3 to Agreement #18-175 – City Impact Inc.)
- C.33 Amendment #1 to Agreement #18-83 with Haynes Education Center & S.T.A.R. Academy. Amount not to exceed \$4,000.00, to be paid with Special Education funds. The new total agreement amount is \$144,000.00. (Ratification of Amendment #1 to Agreement #18-83 – Haynes Education Center & S.T.A.R. Academy)
- C.34 Amendment #2 to Agreement #18-177 with Dr. Michael McQuillan, OD. Amount not to exceed \$600.00, to be paid with Special Education funds. (Ratification of Amendment #2 to Agreement #18-177 – Dr. Michael McQuillan, OD)

D Action Items

ACTION ITEMS

D.1 On Motion by Trustee O’Leary, seconded by Trustee Cordes and carried on a roll call vote of 5-0 the Board approved the revisions to the English Learners Master Plan as outlined.

ENGLISH LEARNERS  
MASTER PLAN  
(Motion # 19-24)

D.2 Reimbursement for a classroom teacher at Rio Elementary School District, Trustee O’Leary attended a meeting at the Mexican Consulate in Los Angeles on February 25, 2019.

NO MOTION WAS  
MADE

E.1 On motion by Trustee Cordes, seconded by Trustee Madrigal Lopez and carried on a roll call vote of 5-0, the Board approved the following minutes as presented:

APPROVAL OF  
MINUTES  
(Motion # 19-25)

- August 7, 2019 - Regular Board Meeting

F.1 On motion by Trustee Vega, seconded by Trustee O’Leary and carried on a roll call vote of 5-0, the Board reviewed and adopted the following revised Board Policies, Administrative Regulations and Bylaws, as presented, for a second reading:

SECOND READING OF  
BOARD POLICIES,  
REGULATIONS AND  
BYLAWS  
(Motion # 19-26)

Revision BP 3290	Board Policy Gifts, Grants and Requests	Penanhoat
New E 3290	Board Bylaw Gifts, Grants and Requests	Penanhoat

G. CONCLUSION

SUPERINTENDENT  
ANNOUNCEMENTS

G.1 Mr. Karling Aguilera-Fort

- Reported he attended the Parent/Students Workshop “Rondas y Juegos Infantiles Mexicanos” organized by parent leaders and Project2Inspire parents.
- Reported he attended and organized with the team the Welcome Back to School Event. The focus was on students. They were sincere honest and clear.
- Thanked the Hip Hop group that gave a presentation and Dr. Ginger Shea for her help.
- Reported he participated in the Management Retreat and congratulated the Educational Services Department for their work organizing this event.
- Reported he visited several schools on the first day of school. Thanked the teachers, staff and custodians for their work making sure schools were ready and prepared.
- Thanked the IT department for the great work with the iPads
- Apologized for the problems experience on transportation and reassured that the Transportation Department was working hard to correct the issues.
- Announced and invited everyone to the Strengthening our Families event.

TRUSTEES  
ANNOUNCEMENTS

Trustee Cordes

- Welcomed back staff and students to school.
- Thanked Chief Whitney and Mr. Nguyen, Oxnard City Manager, for attending the Welcome Back to School event.
- Reported she attended Commission training.
- Visited Sierra Linda, Curren, Fremont, Marshall, Ritchen on the first day of school.
- Expressed she is looking forward to another great year.

Trustee Vega

- Apologized for not attending the Welcome Back to School event.
- Welcomed back students, teachers and parents and especially new families in the district.
- Indicated he is looking forward to visiting schools.
- Expressed his appreciation for the staff that worked during the summer to get everything ready for the school year.

Trustee O'Leary

- Welcomed everyone and expressed his willingness to help and serve the school community, and encouraged everyone to present their concerns or questions.
- Wished everyone good luck in the new school year.

Trustee Madrigal Lopez

- Wished everyone a happy first day of school.
- Shared that her daughter attended Kindergarten for first time.
- Expressed she is looking forward for the great things happening this year and her excitement for the program High School and Beyond.

President Robles-Solis

- Welcomed all the Oxnard School District staff and students.
- Expressed she is looking forward to the new school year and to working for students.

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 Robles-Solis adjourned the meeting at 8:17 p.m.

ADJOURNMENT

Respectfully Submitted,  
Mr. Karling Aguilera-Fort

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 August 21, 2019, on motion by 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

**OSD BOARD AGENDA ITEM**

**Name of Contributor:** Dr. Anabolena DeGenna      **Date of Meeting:** September 4, 2019

**Agenda Section:** Section F: Board Policies, First Reading

**Approval of Revisions to Board Policies and Administrative Regulations (DeGenna)**

Language was added and deleted to the following BP's and AR's to align with the district's practices for the following:

Philosophy, Goals, Objectives, and Comprehensive Plans:  
BP/AR 0420 – School Plans/Site Council - Dr. DeGenna  
BP/AR 0450 – Comprehensive Safety Plans - Dr. DeGenna

Students:  
BP/AR 5141.52 – Suicide Prevention - Dr. DeGenna  
BP/AR 5144 – Discipline - Dr. DeGenna

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 the Board Policies and Administrative Regulations as outlined above.

**ADDITIONAL MATERIALS:**

**Attached:** [revised AR 0420 - School Plans Site Council](#)  
[revised AR 0450 - Comprehensive Safety Plan](#)  
[revised BP 0450 - Comprehensive Safety Plan](#)  
[revised AR 5141.52 Suicide Prevention](#)  
[revised BP 5141.52 Suicide Prevention](#)  
[revised AR 5144- Discipline](#)  
[revised BP 5144 - Discipline](#)  
[revised BP 0420 - School Plans Site Council](#)

SCHOOL PLANS/SITE COUNCILS

~~**Cautionary Notice:** As added and amended by SBX3 4 (Ch. 12, Third Extraordinary Session, Statutes of 2009), ABX4 2 (Ch. 2, Fourth Extraordinary Session, Statutes of 2009), and SB 70 (Ch. 7, Statutes of 2011), Education Code 42605 grants districts flexibility in "Tier 3" categorical programs. The Oxnard School District has accepted this flexibility and thus is deemed in compliance with the statutory or regulatory program and funding requirements for these programs for the 2008-09 through 2014-15 fiscal years. As a result, the district may temporarily suspend certain provisions of the following policy or regulation that reflect these requirements. For further information, please contact the Superintendent or designee.~~

School Site Councils

~~Each school that operates a program requiring the development of a school plan for student achievement (SPSA) pursuant to Education Code 64001 shall have~~ ~~When required for participation in any categorical program, each district school shall establish a school site council or advisory committee. (Education Code 41507, 41572, 52852, 64001-65000)~~ ~~The~~ a school site council shall be composed of the following: (Education Code 41507, 41572, 52852 65000)

1. The principal *or designee*
2. *Classroom Teachers at the school, selected by the classroom school's teachers at the school*
3. Other school personnel *who are not teachers, selected chosen by the school's other personnel-other personnel at the school who are not teachers*
4. Parents/guardians of students attending the school *and/or chosen by other such parents/guardians, or community members other members of the community, selected chosen by the parents/guardians as representatives of students attending the school*
5. *If the school is a secondary school, students attending the school selected by other secondary students.*

*(cf.0450-Comprehensive Safety Plan)*

*Half of the school site council membership shall consist of school staff in the categories listed in items #1-3 above, the majority of whom shall be classroom teachers. For an elementary school site council, the remaining half shall be parents/guardians and/or community members. For a secondary school site council, the remaining half shall be parent/guardians, community members, and/or students. (Education Code 65000)*

A district employee may serve as a parent/guardian representative on the *school* site council of the school his/her child attends, provided the employee does not work at that school. (Education Code ~~52852~~ 65000)

**SCHOOL PLANS/SITE COUNCILS** (continued)

*The bylaws of each school site council shall include the method of selecting members and officers, terms of office, responsibilities of council members, time commitment, and a policy of nondiscrimination and equity.*

*(cf.0415 – Equity)*

~~School site councils may function on behalf of other committees in accordance with law. (Education Code 52176, 52870, 54425; 5 CCR 3932)~~

~~(cf. 0520.1 – High Priority Schools Grant Program)~~

School site councils shall operate in accordance with procedural meeting requirements established in Education Code 35147.

*(cf. 1220 - Citizen Advisory Committees)*

**Single Plan for Student Achievement**

*The school site council shall develop and annually review and update an SPSA that addresses all federal and/or state categorical programs in which the school participates pursuant to Education Code 64000. (Education Code 64001)*

~~In order for a school to participate in any state or federal categorical program specified in Education Code 41506, 41571, 52055.700, or 64000, the school site council shall approve, annually review, and update a single plan for student achievement. If the school does not have a school site council, a schoolwide advisory group or school support group conforming to the composition requirements of the school site council listed above shall fulfill these responsibilities. (Education Code 41507, 41572, 52055.755, 64001)~~

~~(cf. 0420.1 – School Based Program Coordination)~~

~~(cf. 0450 – Comprehensive Safety Plan)~~

~~(cf. 0520.1 – High Priority Schools Grant Program)~~

~~(cf. 0520.2 – Title I Program Improvement Schools)~~

~~(cf. 0520.4 – Quality Education Investment Schools)~~

~~(cf. 3513.3 – Tobacco Free Schools)~~

~~(cf. 4131 – Staff Development)~~

~~(cf. 4139 – Peer Assistance and Review)~~

~~(cf. 5147 – Dropout Prevention)~~

~~(cf. 5148.1 – Child Care Services for Parenting Students)~~

~~(cf. 6142.91 – Reading/Language Arts Instruction)~~

~~(cf. 6163.1 – Library Media Centers)~~

~~(cf. 6164.2 – Counseling/Guidance Services)~~

~~(cf.1431 – Waivers)~~

*(cf.6020 – Parent Involvement)*  
*(cf. 6171 - Title I Programs)*  
*(cf. 6174 – Education for English Language Learners)*

*The SPSA shall be developed with the review, certification, and advice of the school English learner advisory committee, if required. (Education code 64001)*

*(cf. 6174 – Education for English Learners)*

*Other school and district committees, including, but not limited to, a parent advisory committee established to review and comment on the district’s local control and accountability plan (LCAP), advisory committee established for special education programs, and Western Association of Schools and Colleges leadership teams, may also be consulted on the content of the plan.*

*(cf.0460- Local Control and Accountability Plan)*  
*(cf.6190-Evaluation of the Instructional Program)*

*Before developing the content of the SPSA, the school site council shall conduct a comprehensive needs assessment pursuant to 20 USC 6314, including an analysis of verifiable state data consistent with the state priorities specified in Education Code 52060 and the indicators in the state accountability system. The school may consider any other data developed by the district to measure student outcomes. (Education Code 64001).*

*(cf.0500-Accountability)*  
*(cf.6162.5-Student Assessment)*  
*(cf.6162.51-State Academic Achievement Tests)*

*The SPSA shall include all of the following: (Education Code 64001)*

- 1. Goals to improve student outcomes, including goals that address the needs of student groups as identified through the needs assessment*
- 2. Evidence-based strategies, actions, or services*
- 3. Proposed expenditures based on the projected resource allocation from the district to address the finding of the needs assessment, including identifying resource inequities, which may include a review of the district’s budgeting, the LCAP, and school-level budgeting, if applicable*

*In addition to meeting the requirements common to all applicable school plans, the SPSA shall address any content required by law for each individual categorical program in which the school participates.*

*The school site council shall approve the proposed SPSA at a meeting for which public notice has been posted. Whenever there are material revisions to the SPSA which affect the academic programs for students participating in applicable programs, the SPSA shall be submitted to the Board of Trustees for review and approval at a regularly scheduled Board meeting. (Education Code 35147, 64001)*

*The school site council shall regularly monitor the implementation and effectiveness of the SPSA and modify any activities that prove ineffective. At least once per year, the principal or designee shall evaluate results of improvement efforts and report to the Board, school site council, and other interested parties regarding the progress toward school goals.*

*The school site council may amend the SPSA at any time through the same process required for the annual update of the plan.*

~~The single plan for student achievement shall be aligned with school goals for improving student achievement and shall be based on an analysis of verifiable state data, including the Academic Performance Index (API) and the California English Language Development Test (CELDT), and any other data voluntarily developed by the district to measure student achievement. (Education Code 64001)~~

~~The plan shall, at a minimum: (Education Code 64001)~~

- ~~1. Address how funds provided to the school through categorical programs will be used to improve the academic performance of all students to the level of the performance goals established by the API~~
- ~~2. Identify the school's means of evaluating progress toward accomplishing those goals~~
- ~~3. Identify how state and federal law governing these programs will be implemented~~

~~In addition to meeting the requirements common to all applicable school plans, the single plan shall address the content required by law for each individual categorical program in which the school participates.~~

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AR 0420(e)

### ~~SCHOOL PLANS/SITE COUNCILS (continued)~~

~~Plans developed for the state's Immediate Intervention/Underperforming Schools Program pursuant to Education Code 52054 or the federal Title I schoolwide programs pursuant to 20 USC 6314 shall satisfy the requirement for the single plan. (Education Code 64001)~~

~~(cf. 6171 Title I Programs)~~

~~In developing or revising the single plan, the school site council shall:~~

- ~~1. Measure the effectiveness of current improvement strategies at the school~~

~~The school site council shall analyze student performance based on state and local data, identify significant low performance among all student groups, and analyze instructional programs to determine program areas that need to be addressed in order to raise performance of student groups not meeting academic standards.~~

~~(cf. 6011 Academic Standards)~~

- ~~2. Seek input from other school advisory committees as appropriate~~
- ~~3. Reaffirm or revise school goals to serve as a basis for school improvement activities and expenditures~~

4. ~~Revise improvement strategies and expenditures~~

~~The school site council shall specify actions to be taken, dates by which actions are to be started and completed, expenditures needed to implement the action, the funding source, anticipated annual performance growth for each student group, and the means that will be used to evaluate progress toward each goal.~~

5. ~~Approve and recommend the plan to the Board of Trustees~~

~~The Superintendent or designee and the principal shall implement the strategies in the single plan and report to the school site council and the Board regarding progress toward school goals. The school site council shall monitor the implementation and effectiveness of the single plan and modify any activities that prove ineffective.~~

**School Plans for Categorical Block Grants**

~~Whenever a school participates in the state's categorical block grant programs for student retention and/or school and library improvement, the school site council shall develop a plan which shall include, but need not be limited to: (Education Code 41507, 41572)~~

1. ~~Curricula, instructional strategies, and materials responsive to the individual educational needs and learning styles of each student that enables all students to do all of the following:~~

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AR 0420(d)

**SCHOOL PLANS/SITE COUNCILS (continued)**

~~a. Make continuous progress and learn at a rate appropriate to their abilities~~

~~b. Master basic skills in language development and reading, writing, and mathematics~~

~~c. Develop knowledge and skills in other aspects of the curricula, such as arts and humanities; physical, natural, and social sciences; multicultural education; physical, emotional, and mental health; consumer economics; and career education~~

~~d. Pursue educational interests and develop esteem for self and others; personal and social responsibility, critical thinking, and independent judgment~~

~~(cf. 5148 Child Care and Development)~~

~~(cf. 6158 Independent Study)~~

~~(cf. 6184 Continuation Education)~~

~~(cf. 6185 Community Day School)~~

2. ~~Consideration of the use of community resources to achieve instructional improvement objectives~~

~~3. Consideration of the use of education technology~~

~~(cf. 0440 District Technology Plan)~~

~~4. A staff development program for teachers, other school personnel, Paraeducators, and volunteers~~

~~(cf. 1240 Volunteer Assistance)~~

~~(cf. 4131.1 Beginning Teacher Support/Induction)~~

~~(cf. 4138 Mentor Teachers)~~

~~(cf. 4222 Teacher Aides/Paraeducators)~~

~~(cf. 4231 Staff Development)~~

~~5. Provisions for utilization of the student success team process to identify and assess the needs of students who are dropouts or potential dropouts, and to develop programs to meet those needs~~

~~(cf. 5147 Dropout Prevention)~~

~~(cf. 5149 At Risk Students)~~

~~(cf. 6164.5 Student Success Teams)~~

~~6. Procedures for coordinating services from funding sources at the school level to help students participate successfully in the core academic curricula and specialized curricula related to jobs and career opportunities~~

AR 0420(e)

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**SCHOOL PLANS/SITE COUNCILS** (continued)

~~(cf. 6178 Career Technical Education)~~

~~(cf. 6178.1 Work Experience Education)~~

~~7. Instructional and auxiliary services to meet the special needs of students who are limited-English speaking, including instruction in a language they understand; educationally disadvantaged students; gifted and talented students; and students with disabilities~~

~~(cf. 6172 Gifted and Talented Student Program)~~

~~8. Improvement of the classroom and school environments, including improvement of relationships between and among students, school personnel, parents/guardians, and the community, and reduction of the incidence of violence and vandalism among students~~

~~(cf. 5137 Positive School Environment)~~

~~(cf. 5138 Conflict Resolution/Peer Mediation)~~

~~9. Improvement of student attendance, including parent/guardian awareness of the importance of regular school attendance~~

~~(cf. 5113 Absence and Excuses)  
(cf. 5113.1 Truancy)~~

- ~~10. The proposed expenditure of block grant funds and the degree to which expenditures meet the plan's criteria~~
- ~~11. Other activities and objectives established by the school site council~~
- ~~12. A process for ongoing evaluation and modification of the plan~~

~~The evaluation shall be based on the degree to which the school is meeting the plan's objectives, student achievement, and improved school environment. An improved school environment shall be measured by indicators such as the incidence of absenteeism, suspension and expulsion, dropouts, school violence, vandalism and theft; student attitudes towards the school, self, and others; absenteeism among staff, staff resignations, and requests for transfers; and satisfaction of students, parents/guardians, teachers, administrators, and staff.~~

~~In addition, any school receiving state funding for school and library improvement shall incorporate plans pertaining to school libraries. (Education Code 41572)~~

~~The student retention and/or school and library improvement plans shall be incorporated into the school's single plan for student achievement as described in the above section. (Education Code 41507, 41572)~~

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AR 0420(f)

## **SCHOOL PLANS/SITE COUNCILS** (continued)

### **School Site Block Grants**

~~The school site council may propose any one-time educational purpose for the use of funds allocated to school sites under school site block grants, including, but not limited to, the following purposes: (AB 1802, Sec. 43, Statutes of 2006)~~

- ~~1. Instructional materials~~
- ~~2. Classroom and laboratory supplies and materials~~
- ~~3. School and classroom library materials~~
- ~~4. Educational technology~~
- ~~5. Deferred maintenance~~

6. — ~~Expenditures designed to close the achievement gap~~

7. — Professional development

Regulation  
approved: October 19, 2011  
*Revised: September 18, 2019*

**OXNARD SCHOOL DISTRICT**  
Oxnard, California

**COMPREHENSIVE SAFETY PLAN**

**Development and Review of School Site Safety Plan**

~~When developing the comprehensive school safety plan, the~~ *The school site council shall consult with local law enforcement, the local fire department and other first responders in writing and development of the comprehensive school safety plan. as well as other* ~~When practical, the school site council shall also consult with other school site councils and safety committees, when practical.~~ (Education Code 32281, 32282)

*(cf. 0420 - School Plans/Site Councils)*

~~In addition, the school site council may consult with other local agencies as appropriate, including health care and emergency service providers.~~

~~*(cf. 1400 - Relations Between Other Governmental Agencies and the Schools)*~~

The school site council may delegate the responsibility for developing a ~~school~~ *comprehensive* safety plan to a school safety planning committee. ~~This committee shall be~~ composed of the following members: (Education Code 32281)

1. The principal or designee
2. One teacher who is a representative of the recognized certificated employee organization
3. One parent/guardian whose child attends the school
4. One classified employee who is a representative of the recognized classified employee organization
5. Other members, if desired

*(cf. 1220 - Citizen Advisory Committees)*

~~*(cf. 1400 - Relations Between Other Governmental Agencies and the Schools)*~~

Before adopting its comprehensive school safety plan, the school site council or school safety planning committee shall hold a public meeting at the school in order to allow members of the public the opportunity to express an opinion about the school safety plan. (Education Code 32288)

The school site council or safety planning committee shall notify, in writing, the following persons and entities of the public meeting: (Education Code 32288)

1. The local mayor

**COMPREHENSIVE SAFETY PLAN** (continued)

2. A representative of the local school employee organization
3. A representative of each parent organization at the school site, including the parent teacher association and parent teacher clubs

*(cf. 1230 - School-Connected Organizations)*

4. A representative of each teacher organization at the school site

*(cf. 4140/4240/4340 - Bargaining Units)*

5. *A representative of the school's student body government*

56. All persons who have indicated that they want to be notified

In addition, the school site council or safety planning committee may notify, in writing, the following entities of the public meeting: (Education Code 32288)

1. ~~A representative of the local churches~~ *Representatives of local religious organizations*
2. Local civic leaders
3. Local business organizations

~~*(cf. 1220 - Citizen Advisory Committees)*~~

*(cf. 1700 - Relations between Private Industry and the Schools)*

**Content of the Safety Plan**

~~The districtwide and/or school site~~ *Each comprehensive safety plan shall include an assessment of the current status of school any crime committed on campus(es) and at school-related functions. (Education Code 32282)*

*The assessment may include, but not be limited to, reports of crime, suspension and expulsion rates, and surveys of students, parents/guardians, and staff regarding their perceptions of school safety.*

*(cf. 0500 - Accountability)*

*(cf. 0510 - School Accountability Report Card)*

**COMPREHENSIVE SAFETY PLAN** (continued)

The plan also shall identify appropriate strategies and programs that will provide or maintain a high level of school safety and address the school's procedures for complying with existing laws related to school safety. ~~The plan shall include the development of~~ including all of the following: (Education Code 32282)

1. Child abuse reporting procedures consistent with Penal Code 11164-11174.3

*(cf. 5141.4 - Child Abuse Prevention and Reporting)*

2. Routine and emergency disaster procedures including, but not limited to:

- a. Adaptations for students with disabilities in accordance with the Americans with Disabilities Act

~~*(cf. 0410 - Nondiscrimination in District Programs and Activities)*~~  
*(cf. 6159 - Individualized Education Program)*

- b. An earthquake emergency procedure system in accordance with Education Code 32282

*(cf. 3516 - Emergencies and Disaster Preparedness Plan)*  
*(cf. 3516.3 - Earthquake Emergency Procedure System)*

- c. A procedure to allow a public agency, including the American Red Cross, to use school buildings, grounds, and equipment for mass care and welfare shelters during disasters or other emergencies affecting the public health and welfare

*(cf. 1330 - Use of School Facilities)*  
*(cf. 3516.1 - Fire Drills and Fires)*  
*(cf. 3516.2 - Bomb Threats)*  
*(cf. 3516.5 - Emergency Schedules)*  
*(cf. 3543 - Transportation Safety and Emergencies)*

3. Policies pursuant to Education Code 48915~~(e)~~ *(d)* for students who commit an act listed in Education Code 48915(c) and other school-designated serious acts ~~which~~ that would lead to suspension, expulsion, or mandatory expulsion recommendations

*(cf. 5131.7 - Weapons and Dangerous Instruments)*  
*(cf. 5144.1 - Suspension and Expulsion/Due Process)*  
*(cf. 5144.2 - Suspension and Expulsion/Due Process (Students with Disabilities))*

4. Procedures to notify teachers of dangerous students pursuant to Education Code 49079

*(cf. 4158/4258/4358 - Employee Security)*

**COMPREHENSIVE SAFETY PLAN** (continued)

5. A ~~discrimination and harassment~~ policy consistent with the prohibition against discrimination, *harassment, intimidation, and bullying* pursuant to Education Code 200-262.4

*(cf. 0410 - Nondiscrimination in District Programs and Activities)*

*(cf. 1312.3 - Uniform Complaint Procedures)*

*(cf. 4119.11/4219.11/4319.11 - Sexual Harassment)*

*(cf. 5131.2 - Bullying)*

*(cf. 5145.3 - Nondiscrimination/Harassment)*

*(cf. 5145.7 - Sexual Harassment)*

*(cf. 5145.9 - Hate-Motivated Behavior)*

6. If the school has adopted a dress code prohibiting students from wearing "gang-related apparel" pursuant to Education Code 35183, the provisions of that dress code and the definition of "gang-related apparel"

*(cf. 5132 - Dress and Grooming)*

7. Procedures for safe ingress and egress of students, parents/guardians, and employees to and from school

*(cf. 5142 - Safety)*

8. A safe and orderly school environment conducive to learning

*(cf. 5137 - Positive School Climate)*

9. The rules and procedures on school discipline adopted pursuant to Education Code 35291 and 35291.5

*(cf. 5144 - Discipline)*

10. ~~Hate crime reporting procedures~~ *Procedures for conducting tactical responses to criminal incidents, including procedures related to individuals with guns on campus and at school-related functions*

~~*(cf. 5145.9 - Hate-Motivated Behavior)*~~

Among the strategies for providing a safe environment, the school safety plan may also include:

**COMPREHENSIVE SAFETY PLAN** (continued)

1. Development of a positive school climate that promotes respect for diversity, personal and social responsibility, effective interpersonal and communication skills, self-esteem, anger management, and conflict resolution

*(cf. 5138 - Conflict Resolution/Peer Mediation)*  
*(cf. 6141.2 - Recognition of Religious Beliefs and Customs)*

2. Disciplinary policies and procedures that contain prevention strategies, such as strategies to prevent bullying, hazing, and cyberbullying, as well as behavioral expectations and consequences for violations

*(cf. 5113 - Absences and Excuses)*  
*(cf. 5113.1 - Truancy)*  
*(cf. 5131 - Conduct)*  
~~*(cf. 5136 - Gangs)*~~

3. Curriculum that emphasizes prevention and alternatives to violence, such as multicultural education, character/values education, *social and emotional learning*, media analysis skills, conflict resolution, and community service learning, *education related to the prevention of dating violence*

*(cf. 6142.3 - Civic Education)*  
*(cf. 6142.4 - Service Learning/Community Service Classes)*  
*(cf. 6142.8 - Comprehensive Health Education)*

4. Parent involvement strategies, including strategies to help ensure parent/guardian support and reinforcement of the school's rules and increase the number of adults on campus

*(cf. 1240 - Volunteer Assistance)*  
*(cf. 5020 - Parent Rights and Responsibilities)*  
*(cf. 6020 - Parent Involvement)*

5. Prevention and intervention strategies related to the sale or use of drugs and alcohol which shall reflect expectations for drug-free schools and support for recovering students

*(cf. 5131.6 - Alcohol and Other Drugs)*  
*(cf. 5131.61 - Drug Testing)*  
*(cf. 5131.62 - Tobacco)*  
*(cf. 5131.63 - Steroids)*

6. Collaborative relationships among the city, county, community agencies, local law enforcement, the judicial system, and the schools that lead to the development of a set of common goals and community strategies for violence prevention instruction

**COMPREHENSIVE SAFETY PLAN** (continued)

~~7. Procedures for responding to the release of a pesticide or other toxic substance from properties located within one quarter mile of the school~~

~~(cf. 3514.1 - Hazardous Substances)~~

~~(cf. 3514.2 - Integrated Pest Management)~~

7. *District policy related to possession of firearms and ammunition on school grounds*

(cf. 3515.7 - Firearms on School Grounds)

8. *Measures to prevent or minimize the influence of gangs on campus*

(cf. 5136 - Gangs)

~~8.~~ 9. *Procedures for receiving verification from law enforcement that a violent crime has occurred on school grounds and for promptly notifying parents/guardians and employees of that crime*

(cf. 5116.1 - Intradistrict Open Enrollment)

9. 10. *Assessment of the school's physical environment, including a risk management analysis and development of ground security measures such as procedures for the closing of campuses to outsiders, installing surveillance systems, securing the campus perimeter, protecting buildings against vandalism, and providing for a law enforcement presence on campus*

(cf. 1250 - Visitors/Outsiders)

(cf. 3515 - Campus Security)

(cf. 3515.3 - District Police/Security Department)

(cf. 3530 - Risk Management/Insurance)

(cf. 5112.5 - Open/Closed Campus)

(cf. 5131.5 - Vandalism and Graffiti)

11. *Guidelines for the roles and responsibilities of mental health professionals, community intervention professionals, school counselors, school resource officers, and police officers on school campuses. Guidelines may include, but are not limited to, the following:*

a. *Strategies to create and maintain a positive school climate, promote school safety, and increase student achievement*

**COMPREHENSIVE SAFETY PLAN** (continued)

- b. Strategies to prioritize mental health and intervention services, restorative and transformative justice programs, and positive behavior interventions and support*
- c. Protocols to address the mental health care of students who have witnessed a violent act at any time, including, but not limited to, while on school grounds, while coming or going from school, during a lunch period whether on or off campus, or during or while going to or coming from a school-sponsored activity*

12. *Strategies for suicide prevention and intervention**(cf. 5141.52 - Suicide Prevention)*

- 13.
- Procedures to implement when a person interferes with or disrupts a school activity, remains on campus after having been asked to leave, or creates a disruption with the intent to threaten the immediate physical safety of students or staff*

*(cf. 3515.2 - Disruptions)*

## 10.14. Crisis prevention and intervention strategies, which may include the following:

- a. Identification of possible crises that may occur, determination of necessary tasks that need to be addressed, and development of procedures relative to each crisis, including the involvement of law enforcement and other public safety agencies as appropriate

*(cf. 3515.2 - Disruptions)**(cf. 3515.5 - Sex Offender Notification)**(cf. 5131.4 - Student Disturbances)*

- b. Threat assessment strategies to determine the credibility and seriousness of a threat and provide appropriate interventions for the potential offender(s)*
- ~~b.~~ *c. Assignment of staff members responsible for each identified task and procedure*
- ~~e.~~ *d. Development of an evacuation plan based on an assessment of buildings and grounds and opportunities for students and staff to practice the evacuation plan*
- ~~d.~~ *e. Coordination of communication to schools, Board of Trustees members, parents/guardians, and the media*

**COMPREHENSIVE SAFETY PLAN** (continued)

*(cf. 1112 - Media Relations)*  
*(cf. 9010 - Public Statements)*

- e. f. Development of a method for the reporting of violent incidents
- f. g. Development of follow-up procedures that may be required after a crisis has occurred, such as counseling

14. 15. Staff development in violence prevention and intervention techniques, including preparation to implement the elements of the safety plan

*(cf. 4131 - Staff Development)*  
*(cf. 4231 - Staff Development)*  
*(cf. 4331 - Staff Development)*

16. *Environmental safety strategies, including, but not limited to, procedures for preventing and mitigating exposure to toxic pesticides, lead, asbestos, vehicle emissions, and other hazardous substances and contaminants*

*(cf. 3510 - Green School Operations)*  
*(cf. 3513.3 - Tobacco-Free Schools)*  
*(cf. 3514 - Environmental Safety)*  
*(cf. 3514.1 - Hazardous Substances)*  
*(cf. 3514.2 - Integrated Pest Management)*

Regulation  
approved: October 19, 2011  
*Revised: September 18, 2019*

**OXNARD SCHOOL DISTRICT**  
Oxnard, California

**COMPREHENSIVE SAFETY PLAN**

The Board of Trustees recognizes that students and staff have the right to a safe and secure campus where they are free from physical and psychological harm. The Board is fully committed to maximizing school safety and to creating a positive learning environment that includes strategies for violence prevention and high expectations for student conduct, responsible behavior, and respect for others.

- (cf. 0410 - Nondiscrimination in District Programs and Activities)*
- (cf. 1312.3 - Uniform Complaint Procedures)*
- (cf. 3515 - Campus Security)*
- (cf. 3515.2 - Disruptions)*
- (cf. 3515.3 - District Police/Security Department)*
- (cf. 3515.7 - Firearms on School Grounds)*
- ~~*(cf. 0510 - School Accountability Report Card)*~~
- (cf. 5131 - Conduct)*
- (cf. 5131.2 - Bullying)*
- (cf. 5131.4 - Student Disturbances)*
- (cf. 5131.41 - Use of Seclusion and Restraint)*
- (cf. 5131.7 - Weapons and Dangerous Instruments)*
- (cf. 5136 - Gangs)*
- (cf. 5137 - Positive School Climate)*
- cf. 5138 - Conflict Resolution/Peer Mediation)*
- (cf. 5144 - Discipline)*
- (cf. 5144.1 - Suspension and Expulsion/Due Process)*
- (cf. 5144.2 - Suspension and Expulsion/Due Process (Students with Disabilities))*
- (cf. 5145.3 - Nondiscrimination/Harassment)*
- (cf. 5145.7 - Sexual Harassment)*
- (cf. 5145.9 - Hate-Motivated Behavior)*

***OPTION 1: (Districts with more than 2,500 ADA, and districts with 2,500 or less ADA that choose to develop school site plans)***

The school site council at each district school shall develop a comprehensive school safety plan relevant to the needs and resources of that particular school. *New school campuses shall develop a safety plan within one year of initiating operations.* (Education Code 32281, 32286)

- (cf. 0420 - School Plans/Site Councils)*
- (cf. 1220 - Citizen Advisory Committees)*

~~The school safety plan shall take into account the school's staffing, available resources, and building design, as well as other factors unique to the site.~~

~~Each school shall review and update its~~ *The comprehensive safety plan (s) shall be reviewed and updated by March 1 of each year and forwarded to the Board for approval. New school campuses shall develop a safety plan within one year of initiating operations.* (Education Code 32286, 32288)

~~Each school shall forward the safety plan to the Board for approval.~~ (Education Code 32288)

The Board shall review the comprehensive ~~districtwide and/or school~~ safety plan(s) in order to ensure compliance with state law, Board policy, and administrative regulation *and shall approve the plan(s) at a regularly scheduled meeting.*

~~The Board shall approve the plan at a regularly scheduled meeting.~~

~~(cf. 9322 – Agenda/Meeting Materials)  
(cf. 0500 – Accountability)  
(cf. 9320 – Meetings and Notices)~~

~~The Superintendent or designee shall ensure that an updated file of all safety related plans and materials is readily available for inspection by the public. (Education Code 32282)~~

~~(cf. 1340 – Access to District Records)~~

By October 15 of each year, the Superintendent or designee shall notify the California Department of Education of any schools that have not complied with the requirements of Education Code 32281. (Education Code 32288)

~~(cf. 1312.3 – Uniform Complaint Procedures)~~

### ***Tactical Response Plan***

*Notwithstanding the process described above, any portion of a comprehensive safety plan that addresses tactical responses to criminal incidents that may result in death or serious bodily injury at the school site, including steps to be taken to safeguard students and staff, secure the affected school premises, and apprehend the criminal perpetrator(s), shall be developed by district administrators in accordance with Education Code 32281. In developing such strategies, district administrators shall consult with law enforcement officials and with representative(s) of employee bargaining unit(s), if they choose to participate.*

*When reviewing the tactical response plan, the Board may meet in closed session to confer with law enforcement officials, provided that any vote to approve the tactical response plan is announced in open session following the closed session. (Education Code 32281)*

~~(cf. 4119.23/4219.23/4319.23 - Unauthorized Release of Confidential/Privileged Information)  
(cf. 9011 - Disclosure of Confidential/Privileged Information)  
(cf. 9321 - Closed Session Purposes and Agendas)  
(cf. 9321.1 - Closed Session Actions and Reports)~~

### ***Access to Safety Plan(s)***

*The Superintendent or designee shall ensure that an updated file of all safety-related plans and materials is readily available for inspection by the public. (Education Code 32282)*

~~(cf. 1340 - Access to District Records)~~

**COMPREHENSIVE SAFETY PLAN** (continued)

*However, those portions of the comprehensive safety plan that include tactical responses to criminal incidents shall not be publicly disclosed.*

*The Superintendent or designee shall share the comprehensive safety plans and any updates to the plans with local law enforcement, the local fire department, and other first responder entities. (Education Code 32281)*

*Legal Reference:*

EDUCATION CODE

200-262.4 Prohibition of sex discrimination

32260-32262 Interagency School Safety Demonstration Act of 1985

32270 School safety cadre

32280-32289 School safety plans

32290 Safety devices

35147 School site councils and advisory committees

35183 School dress code; uniforms

35291 Rules

35291.5 School-adopted discipline rules

~~35294.10-35294.15 School Safety and Violence Prevention Act~~

~~41510-41514 School Safety Consolidated Competitive Grant Program~~

41020 Annual audits

48900-48927 Suspension and expulsion

48950 Speech and other communication

49079 Notification to teacher; student who has committed acts constituting grounds for suspension or expulsion

67381 Violent crime

GOVERNMENT CODE

54957 Closed session meetings for threats to security

PENAL CODE

422.55 Definition of hate crime

626.8 Disruptions

11164-11174.3 Child Abuse and Neglect Reporting Act

CALIFORNIA CONSTITUTION

Article 1, Section 28(c) Right to Safe Schools

CODE OF REGULATIONS, TITLE 5

11992-11993 Definition, persistently dangerous schools

11987-11987.7 School Community Violence Prevention Program requirements

UNITED STATES CODE, TITLE 20

~~7101-7165 Safe and Drug Free Schools and Communities, especially:~~

~~7114 Application for local educational agencies~~

7111-7122 Student Support and Academic Enrichment Grants

7912 Transfers from persistently dangerous schools

UNITED STATES CODE, TITLE 42

12101-12213 Americans with Disabilities Act

## COMPREHENSIVE SAFETY PLAN (continued)

### Management Resources:

#### CSBA PUBLICATIONS

911! A Manual for Schools and the Media During a Campus Crisis, 2001

Protecting Our Schools: Board of Trustees Strategies to Combat School Violence, 1999

Updated Legal Guidance: Protecting Transgender and Gender Nonconforming Students Against Sex Discrimination, July 2016

Providing a Safe, Nondiscriminatory School Environment for Transgender and Gender-Nonconforming Students, Policy Brief, February 2014

Safe Schools: Strategies for Governing Boards to Ensure Student Success, rev. 2011

Community Schools: Partnerships Supporting Students, Families and Communities, Policy Brief, October 2010

Cyberbullying: Policy Considerations for Boards, Policy Brief, July 2010

#### CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

Safe Schools: A Planning Guide for Action, 2002

#### FEDERAL BUREAU OF INVESTIGATION PUBLICATIONS

Uniform Crime Reporting Handbook, 2004

#### U.S. DEPARTMENT OF EDUCATION PUBLICATIONS

Practical Information on Crisis Planning: A Guide for Schools and Communities, January 2007

Early Warning, Timely Response: A Guide to Safe Schools, August 1998

#### U.S. SECRET SERVICE AND U.S. DEPARTMENT OF EDUCATION PUBLICATIONS

Threat Assessment in Schools: A Guide to Managing Threatening Situations and to Creating Safe School Climates, 2004

#### WEB SITES

CSBA: <http://www.csba.org>

California Department of Education, Safe Schools: <http://www.cde.ca.gov/lr/ss>

California Emergency Management Agency: <http://www.calema.ca.gov>

California Seismic Safety Commission: <http://www.seismic.ca.gov>

Center for Effective Collaboration and Practice: <http://cecp.air.org>

California Governor's Office of Emergency Services: <http://www.caloes.ca.gov>

California Healthy Kids Survey: <http://chks.wested.org>

Centers for Disease Control and Prevention: <http://www.cdc.gov/ViolencePrevention>

Federal Bureau of Investigation: <http://www.fbi.gov>

National Alliance for Safe Schools: <http://www.safeschools.org>

National School Safety Center: <http://www.schoolsafety.us>

U.S. Department of Education, Office of Safe and Drug Free Schools:

<http://www.ed.gov/about/offices/list/osdfs/index.html>

Policy

adopted: October 19, 2011

Revised: September 18, 2019

**OXNARD SCHOOL DISTRICT**

Oxnard, California

**SUICIDE PREVENTION**

*Student identification cards shall include the National Suicide Prevention Lifeline telephone number and may also include the Crisis Text Line and/or a local suicide prevention hotline telephone number. (Education Code 215.5)*

**Staff Development**

Suicide prevention training shall be provided to teachers, counselors, and other district employees who interact with students. ~~at the secondary level.~~ The training shall be offered under the direction of a district counselor/psychologist and/or in cooperation with one or more community mental health agencies.

*(cf. 4131 - Staff Development)*

*(cf. 4231 - Staff Development)*

*(cf. 4331 - Staff Development)*

Materials for training shall include how to identify appropriate mental health services at the school site and within the community, and when and how to refer youth and their families to those services. Materials also may include programs that can be completed through self-review of suitable suicide prevention materials. (Education Code 215)

Staff development shall include research and information related to the following topics:

1. The higher risk of suicide among certain groups, including, but not limited to, students who are bereaved by suicide; students with disabilities, mental illness, or substance use disorders; students who are experiencing homelessness or who are in out-of-home settings such as foster care; and students who are lesbian, gay, bisexual, transgender, or questioning youth
2. Individual risk factors such as previous suicide attempt(s) or self-harm, history of depression or mental illness, family history of suicide or violence, feelings of isolation, interpersonal conflicts, a recent severe stressor or loss, family instability, impulsivity, and other factors

*(cf. 5131.6 - Alcohol and Other Drugs)*

3. Warning signs that may indicate depression, emotional distress, or suicidal intentions, such as changes in students' personality or behavior and verbalizations of hopelessness or suicidal intent
4. Protective factors that may help to decrease a person's suicide risk, such as resiliency, problem-solving ability, access to mental health care, and positive connections to family, peers, school, and community
5. Instructional strategies for teaching the suicide prevention curriculum and promoting mental and emotional health

6. School and community resources and services, including resources and services that meet the specific needs of high-risk groups

AR 5141.52(b)

## **SUICIDE PREVENTION**

*(cf. 5141.6 - School Health Services)*  
*(cf. 6164.2 - Guidance/Counseling Services)*

7. ~~District procedures for intervening when a student attempts, threatens, or discloses the desire to die by suicide~~ *Appropriate ways to interact with a student who is demonstrating emotional distress or is suicidal and procedures for intervening when a student attempts, threatens, or discloses the desire to die by suicide, including, but not limited to, appropriate protocols for monitoring the student while the immediate referral of the student to medical or mental health services is being processed*
8. *District procedures for responding after a suicide has occurred*

### **Instruction**

The district's comprehensive health education program shall promote the healthy mental, emotional, and social development of students and shall be aligned with the state content standards and curriculum framework. Suicide prevention instruction shall be incorporated into the health education curriculum at appropriate secondary grades and shall be designed to help students:

1. Identify and analyze signs of depression and self-destructive behaviors and understand how feelings of depression, loss, isolation, inadequacy, and anxiety can lead to thoughts of suicide
2. Develop coping and resiliency skills and self-esteem
3. Learn to listen, be honest, share feelings, and get help when communicating with friends who show signs of suicidal intent
4. Identify trusted adults, school resources, and/or community crisis intervention resources where youth can get help and recognize that there is no stigma associated with seeking services for mental health, substance abuse, and/or suicide prevention

~~*(cf. 1020 - Youth Services)*~~  
*(cf. 5131.6 - Alcohol and Other Drugs)*  
*(cf. 5141.6 - School Health Services)*  
*(cf. 6142.8 - Comprehensive Health Education)*  
*(cf. 6164.2 - Guidance/Counseling Services)*

## SUICIDE PREVENTION

### Intervention

Students shall be encouraged to notify a teacher, principal, counselor, or other adult when they are experiencing thoughts of suicide or when they suspect or have knowledge of another student's suicidal intentions.

Every statement regarding suicidal intent shall be taken seriously. Whenever a staff member suspects or has knowledge of a student's suicidal intentions based on the student's verbalizations or act of self-harm, he/she shall promptly notify the principal or school counselor, *who shall implement district intervention protocols as appropriate.*

Although any personal information that a student discloses to a school counselor shall generally not be revealed, released, referenced, or discussed with third parties, the counselor may report to the principal or student's parents/guardians when he/she has reasonable cause to believe that disclosure is necessary to avert a clear and present danger to the health, safety, or welfare of the student. In addition, the counselor may disclose information of a personal *nature* to psychotherapists, other health care providers, or the school nurse for the sole purpose of referring the student for treatment. (Education Code 49602)

*(cf. 5141 - Health Care and Emergencies)*

~~A school employee~~ *School employees* shall act only within the authorization and scope of his/her credential or license. An employee is not authorized to diagnose or treat mental illness unless he/she is specifically licensed and employed to do so. (Education Code 215)

Whenever schools establish a peer counseling system to provide support for students, peer counselors shall receive training that includes identification of the warning signs of suicidal behavior and referral of a suicidal student to appropriate adults.

*(cf. 5138 - Conflict Resolution/Peer Mediation)*

When a suicide attempt or threat is reported, the principal or designee shall ensure student safety by taking the following actions:

1. Immediately securing medical treatment and/or mental health services as necessary
2. Notifying law enforcement and/or other emergency assistance if a suicidal act is being actively threatened
3. Keeping the student under continuous adult supervision until the parent/guardian and/or appropriate support agent or agency can be contacted and has the opportunity to intervene
4. Removing other students from the immediate area as soon as possible

## **SUICIDE PREVENTION**

*(cf. 0450 - Comprehensive Safety Plan)*  
*(cf. 5141 - Health Care and Emergencies)*

The principal or designee shall document the incident in writing, including the steps that the school took in response to the suicide attempt or threat.

*(cf. 5125 - Student Records)*

The Superintendent or designee shall follow up with the parent/guardian and student in a timely manner to provide referrals to appropriate services as needed. If the parent/guardian does not access treatment for the student, the Superintendent or designee may meet with the parent/guardian to identify barriers to treatment and assist the family in providing follow-up care for the student. If follow-up care is still not provided, the Superintendent or designee shall consider whether ~~he/she is required~~ *it is necessary*, pursuant to laws for mandated reporters of child neglect, to refer the matter to the local child protective services agency.

*(cf. 5141.4 - Child Abuse Prevention and Reporting)*

For any student returning to school after a mental health crisis, the principal or designee and/or school counselor may meet with the parents/guardians and, if appropriate, with the student to discuss re-entry and appropriate next steps to ensure the student's readiness for return to school *and determine the need for ongoing support*.

### **Postvention**

In the event that a student dies by suicide, the Superintendent or designee shall communicate with the student's parents/guardians to offer condolences, assistance, and resources. In accordance with the laws governing confidentiality of student record information, the Superintendent or designee shall consult with the parents/guardians regarding facts that may be divulged to other students, parents/guardians, and staff.

The Superintendent or designee shall implement procedures to address students' and staff's grief and to minimize the risk of imitative suicide or suicide contagion. ~~He/she~~ *The Superintendent or designee* shall provide students, parents/guardians, and staff with information, counseling, and/or referrals to community agencies as needed. School staff may receive assistance from school counselors or other mental health professionals in determining how best to discuss the suicide or attempted suicide with students.

Any response to media inquiries shall be handled by the district-designated spokesperson who shall not divulge confidential information. The district's response shall not sensationalize suicide and shall focus on the district's postvention plan and available resources.

*(cf. 1112- Media Relations)*

**SUICIDE PREVENTION** (continued)

After any suicide or attempted suicide by a student, the Superintendent or designee shall provide an opportunity for all staff who responded to the incident to debrief, evaluate the effectiveness of the strategies used, and make recommendations for future actions.

Regulation  
approved: August 23, 2017  
*Revised: September 18, 2019*

**OXNARD SCHOOL DISTRICT**  
Oxnard, California

**SUICIDE PREVENTION**

The ~~Governing~~ Board of Trustees recognizes that suicide is a leading cause of death among youth and that school personnel who regularly interact with students are often in a position to recognize the warning signs of suicide and to offer appropriate referral and/or assistance. To attempt to reduce suicidal behavior and its impact on students and families, the Superintendent or designee shall develop measures and strategies for suicide prevention, intervention, and postvention.

In developing measures and strategies for use by the district, the Superintendent or designee may consult with school health professionals, school counselors, school psychologists, school social workers, administrators, other staff, parents/guardians, students, local health agencies, mental health professionals, and community organizations.

*(cf. 1020 - Youth Services)*

*(cf. 1220 - Citizen Advisory Committees)*

*(cf. 1400 - Relations Between Other Governmental Agencies and the Schools)*

Such measures and strategies shall include, but are not limited to:

1. Staff development on suicide awareness and prevention for teachers, school counselors, and other district employees who interact with students in the secondary grades

*(cf. 4131 - Staff Development)*

*(cf. 4231 - Staff Development)*

*(cf. 4331 - Staff Development)*

2. Instruction to students in problem-solving and coping skills to promote students' mental, emotional, and social health and well-being, as well as instruction in recognizing and appropriately responding to warning signs of suicidal intent in others

*(cf. 6142.8 - Comprehensive Health Education)*

3. Methods for promoting a positive school climate that enhances students' feelings of connectedness with the school and that is characterized by caring staff and harmonious interrelationships among students

*(cf. 5131 - Conduct)*

*(cf. 5131.2 - Bullying)*

*(cf. 5137 - Positive School Climate)*

*(cf. 5145.3 - Nondiscrimination/Harassment)*

*(cf. 5145.7 - Sexual Harassment)*

*(cf. 5145.9 - Hate-Motivated Behavior)*

## **SUICIDE PREVENTION**

4. The provision of information to parents/guardians regarding risk factors and warning signs of suicide, the severity of the youth suicide problem, the district's suicide prevention curriculum, basic steps for helping suicidal youth, and/or school and community resources that can help youth in crisis
5. Encouragement for students to notify appropriate school personnel or other adults when they are experiencing thoughts of suicide or when they suspect or have knowledge of another student's suicidal intentions
6. Crisis intervention procedures for addressing suicide threats or attempts
7. Counseling and other postvention strategies for helping students, staff, and others cope in the aftermath of a student's suicide

As appropriate, these measures and strategies shall specifically address the needs of students who are at high risk of suicide, including, but not limited to, students who are bereaved by suicide; students with disabilities, mental illness, or substance use disorders; students who are experiencing homelessness or who are in out-of-home settings such as foster care; and students who are lesbian, gay, bisexual, transgender, or questioning youth. (Education Code 215)

*The Board shall review, and update as necessary, this policy at least every five years. (Education Code 215)*

### *Legal Reference:*

#### EDUCATION CODE

215 Student suicide prevention policies

215.5 Suicide prevention hotline contact information on student identification cards

216 Suicide prevention online training programs

32280-32289 Comprehensive safety plan

49060-49079 Student records

49602 Confidentiality of student information

49604 Suicide prevention training for school counselors

#### GOVERNMENT CODE

810-996.6 Government Claims Act

#### PENAL CODE

11164-11174.3 Child Abuse and Neglect Reporting Act

#### WELFARE AND INSTITUTIONS CODE

5698 Emotionally disturbed youth; legislative intent

5850-5883 Mental Health Services Act

#### COURT DECISIONS

Corales v. Bennett (Ontario-Montclair School District), (2009) 567 F.3d 554

## SUICIDE PREVENTION

### *Management Resources:*

#### CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

Health Education Content Standards for California Public Schools, Kindergarten Through Grade Twelve, 2008

Health Framework for California Public Schools, Kindergarten Through Grade Twelve, 2003

#### CENTERS FOR DISEASE CONTROL AND PREVENTION PUBLICATIONS

School Connectedness: Strategies for Increasing Protective Factors Among Youth, 2009

#### NATIONAL ASSOCIATION OF SCHOOL PSYCHOLOGISTS PUBLICATIONS

Preventing Suicide, Guidelines for Administrators and Crisis Teams, 2015

#### U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES PUBLICATIONS

Preventing Suicide: A Toolkit for High Schools, 2012

National Strategy for Suicide Prevention: Goals and Objectives for Action, rev. 2012

#### WEB SITES

*American Association of Suicidology: <http://www.suicidology.org>*

*American Foundation for Suicide Prevention: <http://afsp.org>*

*American Psychological Association: <http://www.apa.org>*

*American School Counselor Association: <http://www.schoolcounselor.org>*

*California Department of Education, Mental Health: <http://www.cde.ca.gov/ls/cg/mh>*

*California Department of Health Care Services, Suicide Prevention Program:*

*<http://www.dhcs.ca.gov/services/MH/Pages/SuicidePrevention.aspx>*

*Centers for Disease Control and Prevention, Mental Health: <http://www.cdc.gov/mentalhealth>*

*National Association of School Psychologists: <http://www.nasponline.org>*

*National Institute for Mental Health: <http://www.nimh.nih.gov>*

*Trevor Project: <http://thetrevorproject.org>*

*U.S. Department of Health and Human Services, Substance Abuse and Mental Health Services*

*Administration: <http://www.samhsa.gov>*

**DISCIPLINE**

**Site-Level Rules**

*Site-level rules shall be consistent with state law and Board policies and administrative regulations. In developing site-level disciplinary rules, the school principal or designee shall solicit the participation, views, and advice of one representative selected by each of the following groups: (Education Code 35291.5)*

1. Parents/guardians
2. Teachers
3. School administrators
4. School security personnel, if any

*(cf. 3515.3 - District Police/Security Department)*

5. For junior high, students enrolled in the school

~~The final version of the rules shall be adopted by a panel comprised of the principal or designee and a representative selected by classroom teachers employed at the school. Each school shall file a copy of its rules with the Superintendent or designee.~~

~~The rules shall be consistent with law, Board of Trustees policy and district regulations. The Board may review, at an open meeting, the approved school discipline rules for consistency with Board policy and state law. (Education Code 35291.5)~~

~~Each school shall review its site-level discipline rules at least every four years.~~

*Annually, site-level discipline rules shall be reviewed and, if necessary, updated to align with any changes in state law, district discipline policies and regulations, and/or goals for school safety and climate as specified in the district's local control and accountability plan. A copy of the rules shall be filed with the Superintendent or designee for inclusion in the comprehensive safety plan.*

*(cf. 0450 - Comprehensive Safety Plan)*

*(cf. 0460 - Local Control and Accountability Plan)*

*School rules shall be communicated to students clearly and in an age-appropriate manner.*

It shall be the duty of each employee of the school to enforce the school rules on student discipline. (Education Code 35291)

***Disciplinary Strategies***

**DISCIPLINE** (continued)

*To the extent possible, staff shall use disciplinary strategies that keep students in school and participating in the instructional program. Except when students' presence causes a danger to themselves or others or they commit a single act of a grave nature or an offense for which suspension or expulsion is required by law, suspension or expulsion shall be used only when other means of correction have failed to bring about proper conduct. Disciplinary strategies may include, but are not limited to:*

~~Disciplinary strategies provided in Board policy, regulation and law may be used in developing site level rules. These strategies include but are not limited to:~~

1. ~~Referral of the student for advice and counseling~~ *Discussion or conference between school staff and the student and parents/guardians*

~~(cf. 6164.2 - Guidance/Counseling Services)~~  
 (cf. 5020 - Parent Rights and Responsibilities)  
 (cf. 6020 - Parent Involvement)

2. ~~Discussion or conference with parents/guardians~~ *Referral of the student to the school counselor or other school support service personnel for case management and counseling*

(cf. 5138 - Conflict Resolution/Peer Mediation)  
 (cf. 6164.2 - Guidance/Counseling Services)

3. ~~Recess restriction~~ *Convening of a study team, guidance team, resource panel, or other intervention-related team to assess the behavior and develop and implement an individual plan to address the behavior in partnership with the student and parents/guardians*

(cf. 6164.5 - Student Success Teams)

4. ~~Detention during and after school hours~~ *When applicable, referral for a comprehensive psychosocial or psychoeducational assessment, including for purposes of creating an individualized education program or a Section 504 plan*

(cf. 6159 - Individualized Education Program)  
 (cf. 6164.6 - Identification and Education under Section 504)

5. ~~Community service~~ *Enrollment in a program for teaching prosocial behavior or anger management*

6. ~~Reassignment to an alternative educational environment~~ *Participation in a restorative justice program*

**DISCIPLINE** (continued)

~~(cf. 6158—Independent Study)~~  
~~(cf. 6181—Alternative Schools/Programs of Choice)~~  
~~(cf. 6184—Continuation Education)~~  
~~(cf. 6185—Community Day School)~~

7. ~~Removal from the class in accordance with Board policy, administrative regulation and law~~ *A positive behavior support approach with tiered interventions that occur during the school day on campus*
8. ~~Suspension and expulsion~~ *Participation in a social and emotional learning program that teaches students the ability to understand and manage emotions, develop caring and concern for others, make responsible decisions, establish positive relationships, and handle challenging situations capably*

~~(cf. 5144.1—Suspension and Expulsion/Due Process)~~  
~~(cf. 5144.2—Suspension and Expulsion/Due Process (Students with Disabilities))~~

9. *Participation in a program that is sensitive to the traumas experienced by students, focuses on students' behavioral health needs, and addresses those needs in a proactive manner*
10. *After-school programs that address specific behavioral issues or expose students to positive activities and behaviors, including, but not limited to, those operated in collaboration with local parent and community groups*

~~(cf. 5148.2 - Before/After School Programs)~~

11. *Recess restriction as provided in the section below entitled "Recess Restriction"*
12. *Detention after school hours as provided in the section below entitled "Detention After School"*
13. *Community service as provided in the section below entitled "Community Service"*
14. *In accordance with Board policy and administrative regulation, restriction or disqualification from participation in extracurricular activities*

~~(cf. 6145 - Extracurricular/Cocurricular Activities)~~

15. *Reassignment to an alternative educational environment*

**DISCIPLINE** (continued)

(cf. 6158 - Independent Study)  
 (cf. 6181 - Alternative Schools/Programs of Choice)  
 (cf. 6184 - Continuation Education)  
 (cf. 6185 - Community Day School)

16. *Suspension and expulsion in accordance with law, Board policy, and administrative regulation*

(cf. 5144.1 - Suspension and Expulsion/Due Process)  
 (cf. 5144.2 - Suspension and Expulsion/Due Process (Students with Disabilities))

*When, by law or district policy, other means of correction are required to be implemented before a student could be suspended or expelled, any other means of correction implemented shall be documented and retained in the student's records. (Education Code 48900.5)*

(cf. 5125 - Student Records)

**Corporal Punishment**

~~Corporal punishment shall not be used as a disciplinary measure against any student. Corporal punishment includes the willful infliction of, or willfully causing the infliction of, physical pain on a student. (Education Code 49001)~~

~~For purposes of this policy, corporal punishment does not include an employee's use of force that is reasonable and necessary to protect the employee, students, staff or other persons or to prevent damage to property or to obtain possession of weapons or other dangerous objects within the control of the student. (Education Code 49001)~~

~~(cf. 4158/4258/4358 - Employee Security)  
 (cf. 5131.7 - Weapons and Dangerous Instruments)~~

**Recess Restriction**

~~A teacher~~ *Teacher's* may restrict a student's recess time *only* when ~~he/she believes they believe~~ that this action is the most effective way to bring about improved behavior., ~~subject to the following conditions, the student shall be given adequate time to use the restroom and get a drink or eat lunch, as appropriate. When recess restriction involves the withholding of physical activity from a student, teachers shall try other disciplinary measures before imposing the restriction. Recess restriction shall be subject to the following conditions:~~

1. *The student shall be given adequate time to use the restroom and get a drink or eat lunch, as appropriate.*
2. *The student shall remain under a certificated employee's supervision during the period of restriction.*

**DISCIPLINE** (continued)

3. *The student's teacher shall inform the principal of any recess restrictions imposed.*

(cf. 5030 - Student Wellness)

(cf. 6142.7 - Physical Education and Activity)

**Detention After School**

Students may be detained for disciplinary reasons up to one hour after the close of the maximum school day, *or until the departure of the school bus to which they have been assigned if applicable.* (5 CCR 307, 353)

~~If a student will miss his/her school bus on account of being detained after school, or if the student is not transported by school bus, the principal or designee shall notify parents/guardians of the detention at least one day in advance so that alternative transportation arrangements may be made.~~ The student shall not be detained unless the principal or designee notifies the parent/guardian.

~~In cases where the school bus departs more than one hour after the end of the school day, students may be detained until the bus departs.~~ (5 CCR 307, 353)

Students shall remain under the supervision of a certificated employee during the period of detention.

Students may be offered the choice of serving their detention on Saturday rather than after school.

(cf. 6176 - Weekend/Saturday Classes)

**Community Service**

As part of or instead of disciplinary action, the Board, Superintendent, principal or principal's designee may, at his/her discretion, require a student to perform community service on school grounds, or with written permission of the student's parent/guardian off school grounds, ~~during nonschool hours.~~ Such service may include, but is not limited to, community or school outdoor beautification, *community or* campus betterment, and teacher, peer or youth assistance programs. (Education Code 48900.6)

This community service option is not available for a student who has been suspended, pending expulsion, pursuant to Education Code 48915. However, if the recommended expulsion is not implemented or the expulsion itself is suspended, then a student may be required to perform community service for the resulting suspension pursuant ~~to this section.~~ (Education Code 48900.6)

***DISCIPLINE*** (continued)

**Notice to Parents/Guardians and Students**

At the beginning of the school year, the Superintendent or designee shall notify parents/guardians, in writing, about the availability of district rules related to discipline. (Education Code 48980)

(cf. 5145.6 - Parental Notifications)

The Superintendent or designee shall also provide written notice of ~~the~~ *disciplinary* rules related to discipline to transfer students at the time of their enrollment in the district.

Regulation  
approved: November 2, 2011  
*Revised : September 18, 2019*

**OXNARD SCHOOL DISTRICT**  
Oxnard, California

**DISCIPLINE**

The Board of Trustees ~~desires to provide~~ *is committed to providing* a safe, supportive, and positive school environment *which is conducive to student learning and achievement and desires to* ~~and~~ prepare students for responsible citizenship by fostering self-discipline and personal responsibility. The Board believes that high expectations for student behavior, *use of effective school and classroom management strategies, provision of appropriate intervention and support, and parent/guardian involvement* can minimize the need for discipline. ~~Staff shall use preventative disciplinary measures and positive conflict resolution techniques whenever possible that exclude students from instruction as a means for correcting student misbehavior.~~

~~(cf. 5020 - Parent Rights and Responsibilities)~~  
 (cf. 5113.1 - Chronic Absence and Truancy)  
 (cf. 5131 - Conduct)  
 (cf. 5131.1 - Bus Conduct)  
 (cf. 5131.2 - Bullying)  
 (cf. 5137 - Positive School Climate)  
~~(cf. 5145.3 - Nondiscrimination/Harassment)~~  
 (cf. 5145.9 - Hate-Motivated Behavior)  
 (cf. 6020 - Parent Involvement)

The Superintendent or designee shall ~~approve, for each school, a complement of~~ *develop* effective, age-appropriate strategies for *maintaining a positive school climate and* correcting student misbehavior *at district schools. Such strategies may include, but are not limited to, conferences with students and their parents/guardians; use of study, guidance, or other intervention related teams; enrollment in a program teaching prosocial behavior or anger management; and participation in a restorative justice program.* ~~Staff shall use preventative measures and positive conflict resolution techniques whenever possible. Disciplinary measures that may result in loss of instructional time or cause students to be disengaged from school, such as suspension and expulsion, shall be imposed only when required by law and when other means of correction have failed. (Education Code 48900.5) The strategies shall focus on providing students with needed supports; communicating clear, appropriate, and consistent expectations and consequences for student conduct; and ensuring equity and continuous improvement in the implementation of district discipline policies and practices.~~

(cf. 5138 - Conflict Resolution/Peer Mediation)  
 (cf. 6164.2 - Guidance/Counseling Services)

*In addition, the Superintendent or designee's strategies for correcting student misconduct shall reflect the Board's preference for the use of positive interventions and alternative disciplinary measures over exclusionary discipline measures.*

*Disciplinary measures that may result in loss of instructional time or cause students to be disengaged from school, such as detention, suspension, and expulsion, shall be imposed only when required or permitted by law or when other means of correction have been documented to have failed. (Education Code 48900.5)*

(cf. 5020 - Parent Rights and Responsibilities)  
 (cf. 5144.1 - Suspension and Expulsion/Due Process)  
 (cf. 5144.2 - Suspension and Expulsion/Due Process (Students with Disabilities))  
 (cf. 6159.4 - Behavioral Interventions for Special Education Students)  
 (cf. 6164.5 - Student Success Teams)

**DISCIPLINE** (continued)

*School personnel and volunteers shall not allow any disciplinary action taken against a student to result in the denial or delay of a school meal. (Education Code 49557.5)*

*(cf. 3550 - Food Service/Child Nutrition Program)  
(cf. 3551 - Food Service Operations/Cafeteria Fund)  
(cf. 3553 - Free and Reduced Price Meals)*

*Seclusion and behavioral restraint are prohibited as a means of discipline and shall not be used to correct student behavior except as permitted pursuant to Education Code 49005.4 and in accordance with district regulations. (Education Code 49005.2)*

*(cf. 5131.41 - Use of Seclusion and Restraint)*

*The Superintendent or designee shall create a model discipline matrix that lists violations and the consequences for each as allowed by law.*

*The administrative staff at each school may develop disciplinary rules to meet the school's particular needs consistent with law, Board policy, and district regulations. The Board, at an open meeting, shall review the approved school discipline rules for consistency with Board policy and state law. Site-level disciplinary rules shall be included in the district's comprehensive safety plan. (Education Code 32282, 35291.5)*

*(cf. 0450 - Comprehensive Safety Plan)  
(cf. 9320 - Meetings and Notices)*

*At all times, the safety of students and staff and the maintenance of an orderly school environment shall be priorities in determining appropriate discipline. When misconduct occurs, staff shall attempt to identify the causes of the student's behavior and implement appropriate discipline. When choosing between different disciplinary strategies, staff shall consider the effect of each option on the student's health, well-being, and opportunity to learn.*

*Staff shall enforce disciplinary rules fairly, consistently, and in accordance with the district's nondiscrimination policies.*

*(cf. 0410 - Nondiscrimination in District Programs and Activities)  
(cf. 0415 - Equity)  
(cf. 5145.3 - Nondiscrimination/Harassment)  
(cf. 5145.7 - Sexual Harassment)*

*The Superintendent or designee shall provide professional development as necessary to assist staff in developing the skills needed to effectively and equitably implement the disciplinary strategies adopted for district schools, including, but not limited to, knowledge of school and classroom management skills and their consistent application, effective accountability and positive intervention techniques, and the tools to form strong, cooperative relationships with parents/guardians.*

***DISCIPLINE (continued)***

*(cf. 4131 - Staff Development)*

*(cf. 4231 - Staff Development)*

*(cf. 4331 - Staff Development)*

*District goals for improving school climate, based on suspension and expulsion rates, surveys of students, staff, and parents/guardians regarding their sense of school safety and connectedness to the school community, and other local measures, shall be included in the district's local control and accountability plan, as required by law.*

*(cf. 0460 - Local Control and Accountability Plan)*

*(cf. 3100 - Budget)*

*At the beginning of each school year, the Superintendent or designee shall report to the Board regarding disciplinary strategies used in district schools in the immediately preceding school year and their effect on student learning.*

~~Board policies and regulations shall delineate acceptable student conduct and provide the basis for sound disciplinary practices. Each school shall develop disciplinary rules to meet the school's individual needs.~~

~~*(cf. 5131 - Conduct)*~~

~~*(cf. 5131.1 - Bus Conduct)*~~

~~When misconduct occurs, staff shall implement appropriate discipline and attempt to identify and address the causes of the student's behavior. When choosing between different disciplinary strategies, staff shall consider the effect of each option on the student's health and opportunity to learn. At all times, the safety of students and staff and the maintenance of an orderly school environment shall be priorities in determining appropriate discipline.~~

~~Continually disruptive students may be assigned to alternative programs or removed from school in accordance with law, Board policy, and administrative regulation.~~

~~*(cf. 0450 - Comprehensive Safety Plan)*~~

~~*(cf. 3515 - Campus Security)*~~

~~*(cf. 3515.3 - District Police/Security Department)*~~

~~*(cf. 3515.4 - Recovery for Property Loss or Damage)*~~

~~*(cf. 4158/4258/4358 - Employee Security)*~~

~~*(cf. 5136 - Gangs)*~~

~~*(cf. 5144.1 - Suspension and Expulsion/Due Process)*~~

~~*(cf. 5144.2 - Suspension and Expulsion/Due Process (Students with Disabilities))*~~

~~*(cf. 6164.5 - Student Success Teams)*~~

~~*(cf. 6159.4 - Behavioral Interventions for Special Education Students)*~~

~~*(cf. 6184 - Continuation Education)*~~

~~*(cf. 6185 - Community Day School)*~~

**DISCIPLINE** (continued)

*Legal Reference:*

EDUCATION CODE

32280-32288 School safety plans  
35146 Closed sessions  
35291 Rules  
35291.5-35291.7 School-adopted discipline rules  
37223 Weekend classes  
44807.5 Restriction from recess  
48900-48926 Suspension and expulsion  
48980-48985 Notification of parent/guardian  
~~49000-49001 Prohibition of corporal punishment~~  
49005-49006.4 Seclusion and restraint  
49330-49335 Injurious objects  
49550-49564.5 Meals for needy students  
52060-52077 Local control and accountability plan

CIVIL CODE

1714.1 Parental liability for child's misconduct

CODE OF REGULATIONS, TITLE 5

307 Participation in school activities until departure of bus  
353 Detention after school

UNITED STATES CODE, TITLE 20

1400-1482 Individuals with Disabilities Education Act

UNITED STATES CODE, TITLE 29

794 Section 504 of the Rehabilitation Act of 1973

UNITED STATES CODE, TITLE 42

1751-1769j School Lunch Program

1773 School Breakfast Program

*Management Resources:*

CSBA PUBLICATIONS

Recent Legislation on Discipline: AB 240, Fact Sheet, March 2015

The Case for Reducing Out-of-School Suspensions and Expulsions, Fact Sheet, April 2014

Providing a Safe, Nondiscriminatory School Environment for Transgender and Gender-Nonconforming Students, Policy Brief, February 2014

Safe Schools: Strategies for Governing Boards to Ensure Student Success, 2011

Maximizing Opportunities for Physical Activity during the School Day, Fact Sheet, 2009

CALIFORNIA DEPARTMENT OF EDUCATION PROGRAM ADVISORIES

Classroom Management: A California Resource Guide for Teachers and Administrators of Elementary and Secondary Schools, 2000

STATE BOARD OF EDUCATION POLICIES

01-02 School Safety, Discipline, and Attendance, March 2001

U.S. DEPARTMENT OF EDUCATION, OFFICE FOR CIVIL RIGHTS PUBLICATIONS

Dear Colleague Letter on the Nondiscriminatory Administration of School Discipline, January 2014

WEB SITES

CSBA: <http://www.csba.org>

California Department of Education: <http://www.cde.ca.gov>

*Public Counsel: <http://www.fixschooldiscipline.org>  
U.S. Department of Education, Office for Civil Rights <http://www.ed.gov/about/offices/list/ocr>*

Policy  
adopted: May 21, 2014  
*Revised: September 18, 2019*

OXNARD SCHOOL DISTRICT  
Oxnard, California

**SCHOOL PLANS/SITE COUNCILS**

~~**Cautionary Notice:** As added and amended by SBX3 4 (Ch. 12, Third Extraordinary Session, Statutes of 2009), ABX4 2 (Ch. 2, Fourth Extraordinary Session, Statutes of 2009), and SB 70 (Ch. 7, Statutes of 2011), Education Code 42605 grants districts flexibility in "Tier 3" categorical programs. The Oxnard School District has accepted this flexibility and thus is deemed in compliance with the statutory or regulatory program and funding requirements for these programs for the 2008-09 through 2014-15 fiscal years. As a result, the district may temporarily suspend certain provisions of the following policy or regulation that reflect these requirements. For further information, please contact the Superintendent or designee.~~

~~When required by law or determined to be a useful tool to accomplish district and school goals, school site councils or other school advisory groups shall develop comprehensive school plans designed to enhance student achievement at individual school sites.~~

*The Board of Trustees believes that comprehensive planning is necessary at each school in order to focus school improvement efforts on student academic achievement and facilitate the effective use of available resources. The Superintendent or designee shall ensure that school plans provide clear direction and identify cohesive strategies aligned with school and district goals.*

- ~~(cf. 0000 - Vision)~~
- ~~(cf. 0200 - Goals for the School District)~~
- ~~(cf. 0400 - Comprehensive Plans)~~
- ~~(cf. 1220 - Citizen Advisory Committees)~~
- ~~(cf. 1431 - Waivers)~~
- ~~(cf. 6020 - Parent Involvement)~~
- ~~(cf. 0415-Equity)~~
- ~~(cf. 0450-Comprehensive Safety Plan)~~
- ~~(cf. 0460-Local Control Accountability Plan)~~

*Each district school that participates in one or more federal and/or state categorical programs funded through the state's consolidated application process pursuant to Education Code 64000 shall establish a school site council in accordance with Education Code 65000-65001. The school site council shall develop, approve, and annually review and update a school plan for student achievement (SPSA) which consolidates the plans required for those categorical programs into a single plan, unless otherwise prohibited by law. (Education Code 64001)*

**Single Plan for Student Achievement**

~~The Superintendent or designee shall ensure that a single plan for student achievement is prepared by the school site council as required by law for each school participating in specified state and/or federal categorical programs. (Education Code 41507, 41572, 52055.755, 64001)~~

- ~~(cf. 0420.1 - School Based Program Coordination)~~
- ~~(cf. 0450 - Comprehensive Safety Plan)~~
- ~~(cf. 0520.1 - High Priority Schools Grant Program)~~
- ~~(cf. 0520.2 - Title I Program Improvement Schools)~~
- ~~(cf. 0520.4 - Quality Education Investment Schools)~~

~~(cf. 3513.3 – Tobacco Free Schools)~~  
~~(cf. 4131 – Staff Development)~~  
~~(cf. 4139 – Peer Assistance and Review)~~  
~~(cf. 5147 – Dropout Prevention)~~  
~~(cf. 5148.1 – Child Care Services for Parenting Students)~~  
~~(cf. 6142.91 – Reading/Language Arts Instruction)~~  
~~(cf. 6163.1 – Library Media Centers)~~  
~~(cf. 6164.2 – Counseling/Guidance Services)~~  
~~(cf. 1220 – Citizen Advisory Committees)~~  
~~(cf. 1431 – Waivers)~~  
~~(cf. 6020 – Parent Involvement)~~  
~~(cf. 6171 – Title I Programs)~~  
~~(cf. 6174 – Education for English Language Learners)~~  
~~(cf. 6190 – Evaluation of the Instructional Program)~~

~~Whenever feasible, any other school plan may be incorporated into the single plan for student achievement.~~

BP-0420(b)

#### ~~SCHOOL PLANS/SITE COUNCILS (continued)~~

~~The Superintendent or designee shall review each school's single plan SPSA and to ensure that it has been developed and approved by a properly constituted school site council, meets the content requirements for all applicable programs included, is based on an analysis of current practices and student academic performance, and reasonably links improvement strategies to identified needs of the school and its students. He/she shall submit to the Board of Trustees his/her recommendations for plan approval or recommendations regarding any subsequent material revisions of the plan. The Superintendent or designee shall also ensure consistency between the specific actions included in the district's local control and accountability plan and the strategies identified in each school's SPSA.~~

~~The Board shall, at a regularly scheduled Board meeting, review and approve each school's SPSA whenever at a regularly scheduled meeting. The Board also shall review and approve any subsequent revisions that include there are any material changes revisions affecting the academic programs for students participating in these categorical programs addressed in the SPSA. The Board shall certify that, based upon the recommendation of the Superintendent to the extent allowable under federal law, the plan is consistent with district local improvement plans required as a condition of receiving federal funding. (Education Code 64001)~~

~~If the Board does not approve a school's SPSA, it shall communicate its specific reasons for disapproval of the plan to the school site council. The school site council shall then revise and resubmit the SPSA to the Board for its approval. (Education Code 64001)~~

The Superintendent or designee shall ensure that ~~principals and members of each school administrators and school site council members~~ receive training on the roles and responsibilities of the school site council. ~~To the extent necessary, he/she shall ensure that site councils receive the resources necessary in order to perform their role effectively.~~

*The SPSA may serve as the school improvement plan required when a school is identified for targeted or comprehensive support pursuant to 20 USC 6303. (Education Code 64001)*

*(cf. 0500-Accountability)*

*Any complaint alleging noncompliance with requirements related to the establishment of school site councils or the development of the SPSA may be filed with the district in accordance with the district's uniform complain procedures pursuant to 5 CCR 4600-4670- and BP/AR 1312.3 – Uniform Complaint Procedures. (Education Code 64001)*

*(cf.1312.3 – Uniform Complaint Procedures)*

### **School Site Block Grants**

~~Upon receipt of state funding for school site block grants, the Board shall allocate the funds to district schools on an equal per pupil basis. (AB 1802, Sec. 43, Statutes of 2006)~~

~~The school's use of the funds allocated through this block grant shall be proposed by the school site council or, if the school does not have a school site council, by a schoolwide advisory group or school support group. (AB 1802, Sec. 43, Statutes of 2006)~~

~~The Board encourages school site councils to fund the highest priority needs identified in school improvement plans. The school site council shall provide the Superintendent or designee and the Board with a written proposal that includes a statement of the identified need(s) and how the funds will be used to enhance the educational program.~~

~~Before the funds are encumbered or expended, the Board shall approve the site council's proposed use of the funds. If the Board does not approve the proposed use, the Board shall inform the school site council of the reasons for disapproval and request that the council review and revise its proposal. (AB 1802, Sec. 43, Statutes of 2006)~~

*Legal Reference: (see next page)*

BP-0420(e)

**SCHOOL PLANS/SITE COUNCILS** (continued)

*Legal Reference:*

EDUCATION CODE

~~52-53 Designation of schools~~  
~~8240-8244 General child care and development programs~~  
~~8750-8754 Conservation education~~  
~~18100-18203 School libraries~~  
~~32228-32228.5 School safety and violence prevention~~  
~~33133 Information guide for school site councils~~  
~~35147 Open meeting laws exceptions~~  
~~41500-41573 Categorical education block grants~~  
~~44500-44508 Peer Assistance and Review Program~~  
~~44520-44534 New Careers Program~~  
~~48400-48403 Compulsory continuation education~~  
~~48430-48438 Continuation education~~  
~~48660-48667 Community day schools~~  
~~51745-51749.3 Independent study~~  
~~51760-51769.5 Work experience education~~  
~~51870-51874 Educational technology~~  
~~52053-52055.55 Immediate Intervention/Underperforming Schools Program~~  
~~52055.700-52055.770 Quality Education Investment Act~~  
~~52060-52077 Local control and accountability Plan~~  
~~52176 English Learner Advisory committees~~  
~~52200-52212 Gifted and Talented Education Program~~  
~~52300-52346 Regional occupational centers~~  
~~52500-52617 Adult education, including:~~  
~~52610-52616.24 Adult education finances~~  
~~52800-52887 School-Based Program Coordination Act~~  
~~52890 Qualifications and duties of outreach consultants~~  
~~54000-54028 Educationally Disadvantaged Youth Programs~~  
~~54100-54145 Miller-Unruh Basic Reading Act~~  
~~54425 Advisory committees (compensatory education)~~  
~~54650-54659 Education Improvement Incentive Program~~  
~~54740-54749.5 California School Age Families Education Program~~  
~~56000-56867 Special education~~  
~~64000 Categorical programs included in consolidated application~~  
~~64001 Single school plan for student achievement, consolidated application programs~~  
~~65000-65001 School site councils~~

REPEALED EDUCATION CODE FOR CATEGORICAL PROGRAMS

~~52012 Establishment of school site council~~  
~~52014-52015 School plans~~

HEALTH AND SAFETY CODE

~~104420 Tobacco use prevention~~

*Legal Reference continued: (see next page)*

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BP 0420(d)

**SCHOOL PLANS/SITE COUNCILS (continued)**

*Legal Reference: (continued)*

MILITARY AND VETERANS CODE

500-520.1 California Cadet Corps

AB 1802 UNCODIFIED 2006 STATUTE

43 School site block grants

CODE OF REGULATIONS, TITLE 5

3930-3937 Compliance plans

4600-4670 Uniform complaint procedures

11308 English Learner advisory committees

UNITED STATES CODE, TITLE 20

6303 School Improvement

6311 State Plan

6314 Schoolwide programs: schoolwide program plan

~~6312-6319 Title I programs; plans~~

6421-6472 Programs for neglected, delinquent, and at-risk children and youth

6601-6651 Teacher and Principal Training and Recruitment program

6801-7014 Limited English proficient and immigrant students

7101-7165 Safe and Drug-Free Schools and Communities

7341-7355c Rural Education Initiative

*Management Resources:*

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

~~A Guide and Template for the Single Plan for Student Achievement: A Handbook for School Site Councils, April 2006~~  
~~A Resource for the School Site Council, February 2014~~

WEST ED PUBLICATIONS

California Healthy Kids Survey

California School Climate Survey

WEB SITES

California Department of Education, ~~Single Plan for Student Achievement:~~

~~<http://www.cde.ca.gov/nclb/sr/le/singleplan.asp>~~

~~Center for Comprehensive School Reform and Improvement: <http://www.centerforesri.org>~~

U.S. Department of Education: <http://www.ed.gov>

WestEd: <http://www.wested.org>

Policy

adopted: October 19, 2011

Revised: September 18, 2019

**OXNARD SCHOOL DISTRICT**

Oxnard, California