

OXNARD SCHOOL DISTRICT

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



BOARD OF TRUSTEES

Ms. Monica Madrigal Lopez, President
Mrs. Debra M. Cordes, Member
Ms. Jarely Lopez, Member
Mr. Denis O'Leary, Member
Mrs. Veronica Robles-Solis, Member

ADMINISTRATION

Karling Aguilera-Fort, Ed.D.
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, June 24, 2020

5:00 p.m. - Study Session

Closed Session to Follow

7:00 PM - Regular Board Meeting

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

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

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

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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:

Lopez ____, Robles-Solis ____, O'Leary ____, Cordes ____, Madrigal Lopez ____

A.2. Pledge of Allegiance to the Flag

Dr. Karling Aguilera-Fort will lead the audience in the Pledge of Allegiance.

A.3. District's Vision and Mission Statement

The District's Mission and Vision Statement will be read in English and Spanish by Board President, Monica Madrigal Lopez.

A.4. Adoption of Agenda (Superintendent)

Moved:

Seconded:

Vote:

ROLL CALL VOTE:

Lopez ____, Robles-Solis ____, O'Leary ____, Cordes ____, Madrigal Lopez ____

A.5. Report on the K-5th Grade Standards-Based Report Card (DeGenna/Fox)

The Assistant Superintendent, Educational Services and the Director of Dual Language Immersion will provide a report on the new K-5th grade standards-based report card, to be piloted during the 2020-2021 school year.

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

Instructions on How to Comment on ZOOM Via Web or Phone are Available at:

<https://support.zoom.us/hc/en-us/articles/201362663> -Joining-a-meeting-by-phone.

<https://support.zoom.us/hc/en-us/articles/205566129> -Raise-Hand-In-Webinar.

Persons wishing to address the Board of Trustees on any agenda item identified in the Closed Session agenda may do so. 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.

A.7. Closed Session

1. Pursuant to Section 54956.9 of Government Code:

Conference with Legal Counsel - Anticipated Litigation: 1 case

- Oxnard School District et al. Central District No. CV-04304-JAK-FFM

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2. Pursuant to Section 48916 of the Education Code the Board will consider student matters including:
 - Case No. 19-02 - Expulsion, Readmission (Action Item)
 - Case No. 19-03 - Expulsion, Readmission (Action Item)
 - Case No. 19-04 - Expulsion, Readmission (Action Item)
 - Case No. 19-10 - Expulsion, Readmission (Action Item)

3. Pursuant to Sections 54957.6 and 3549.1 of the Government Code:

Conference with Labor Negotiator:
 Agency Negotiators: OSD Assistant Superintendent, Human Resources & Support Services, and Garcia Hernandez & Sawhney, LLP
 Association(s): OEA, CSEA, OSSA; and All Unrepresented Personnel-Administrators, Classified Management, Confidential

4. Pursuant to Section 54957 of the Government Code the Board will consider personnel matters, including:
 - Public Employee(s) Discipline/Dismissal/Release

 - Public Employee Appointment/Recommendation:
 - Director, Special Education
 - Principal, Elementary

A.8. Reconvene to Open Session (7:00 PM)

A.9. Report Out of Closed Session

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

A.10. Introduction of Newly Appointed Oxnard School District Administrators (Vaca)

Introduction of Newly Appointed Oxnard School District Administrators:

- Rosario Almanza, Principal, Elementary
- Rosaura Castellanos, Principal, Elementary
- Tammy Smith, Principal, Elementary
- Nauman Zaidi, Principal, Elementary

A.11. Presentation of the June 2020 Semi-Annual Implementation Program Update as an Adjustment to the Master Construct and Implementation Program (Aguilera-Fort/George/CFW)

Caldwell Flores Winters (CFW) will present the June 2020 Semi-Annual Update to the Master Construct and Implementation Program. It is the recommendation of the Superintendent and the Assistant Superintendent, Business & Fiscal Services, in consultation with CFW, that the Board receive the June 2020 Semi-Annual Implementation Program Update for adoption at its next regular meeting.

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

Section B: PUBLIC COMMENT/HEARINGS

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

Instructions on How to Comment on ZOOM Via Web or Phone are Available at:

<https://support.zoom.us/hc/en-us/articles/201362663> -Joining-a-meeting-by-phone.

<https://support.zoom.us/hc/en-us/articles/205566129> -Raise-Hand-In-Webinar.

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.

Las instrucciones para comentar en ZOOM vía video conferencia o por teléfono están disponibles en:

<https://support.zoom.us/hc/en-us/articles/201362663> -Joining-a-meeting-by-phone.

<https://support.zoom.us/hc/en-us/articles/205566129> -Raise-Hand-In-Webinar.

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.

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:

Lopez ____, Robles-Solis ____, O'Leary ____, Cordes ____, Madrigal Lopez ____

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

C.1. Personnel Actions (Vaca/Bond/Nair-Villano)

It is the recommendation of the Assistant Superintendent, Human Resources & Support Services, the Director, Certificated Human Resources, and the Director, Classified Human Resources, that the Board of Trustees approve the Personnel Actions, as presented.

C.2. 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 abolishment of positions, as presented.

C.3. Approval of 2020-21 Education Protection Account (EPA) Spending Plan (George/Crandall Plasencia)

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It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Finance that the Board of Trustees approve the 2020-21 Education Protection Account Spending Plan as outlined.

C.4. Designation of Representative and Alternate to the Ventura County Schools Self-Funding Authority's Board of Directors (George)

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services that the Board of Trustees approve the designations of Betsy George as Representative and Norma Magana as Alternate to the Ventura County Schools Self-Funding Authority's Board of Directors.

C.5. Approval of Destruction of Records (George/Franz)

It is the recommendation of the Director, Purchasing, and the Assistant Superintendent, Business & Fiscal Services, that the Board of Trustees approve the destruction of records that have reached the end of their hard copy retention period as outlined.

C.6. Certification of Signatures (George)

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

C.7. Selection of Vendors for Child Nutrition Program (George/Lugotoff)

It is the recommendation of the Assistant Superintendent, Business and Fiscal Services, and the Director of Child Nutrition Services that the Board of Trustees approve the selection of vendors for the Child Nutrition Program for the 2020-21 school year.

C.8. Approval to Allow Purchasing to Utilize Piggyback Bids for Goods and Services throughout Fiscal Year 2020/2021 (George/Franz)

It is the recommendation of the Director of Purchasing, and the Assistant Superintendent, Business & Fiscal Services, that the Board of Trustees approve the utilization of piggyback bids for purchasing products and services. Any fees incurred will be charged to end user's budget.

C.9. Purchase Order/Draft Payment Report #19-09 (George/Franz)

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Purchasing that the Board of Trustees approve Purchase Order/Draft Payment Report #19-09 as submitted.

C.10. Resolution #20-01 to Authorize Appropriation Transfers for 2019-2020 (George/Crandall Plasencia)

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Finance that the Board of Trustees approve Resolution #20-01 to authorize appropriation transfers for the 2019-20 fiscal year, and authorize its filing with the Ventura County Office of Education.

C.11. Resolution #20-02 for Authorization to Make Temporary Loans Between District Funds for 2020-2021 (George/Crandall Plasencia)

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Finance that the Board of Trustees approve Resolution #20-02 authorizing temporary loans between district funds, and

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authorize its filing with the Ventura County Office of Education.

C.12. Resolution #20-03: Authorization for Expenditure Transfers for 2020-2021 (George/Crandall Plasencia)

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Finance that the Board of Trustees approve Resolution #20-03 authorizing expenditure transfers for the 2020-21 fiscal year, and authorize its filing with the Ventura County Office of Education.

C.13. Resolution #20-04: Authority for the Board of Trustees to Improve Salaries and Benefits for Certain Categories of Employees after July 1, 2020 (George/Crandall Plasencia)

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Finance that the Board approve Resolution #20-04 reserving the right to improve salaries and benefits for certain categories of employees after July 1, 2020, and authorize its filing with the Ventura County Office of Education.

Section C: APPROVAL OF AGREEMENTS

It is recommended that the Board approve the following agreements:

C.14. Approval of Agreement #20-10 with Ventura County Office of Education (VCOE) for Use of Facilities at Ritchen School (George)

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services that the Board of Trustees approve agreement #20-10 with VCOE, in the amount of \$8,444.25 to be paid to OSD for 2020-21 FY.

C.15. Approval of Agreement #20-16 with VCOE - Agreement for Supplying Breakfast and Lunch Meals to VCOE Special Education Students at Ritchen School (George/Lugotoff)

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Child Nutrition Services that the Board approve Agreement #20-16 with the Ventura County Office of Education for the purpose of supplying breakfast and lunch meals for their program at Ritchen School for the 2020-21 fiscal year. The revenue generated by the reimbursement from the Community Eligibility Provision covers the cost of operating.

C.16. Approval of Agreement #20-17: Agreement for Supplying Breakfast and Lunch Meals to James Foster School (George/Lugotoff)

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Child Nutrition Services that the Board approve Agreement #20-17 with the Ventura County Office of Education for the purpose of supplying breakfast and lunch meals for their program at Foster School for the 2020-21 fiscal year. The revenue generated by the reimbursement from the Community Eligibility Provision covers the cost of operating.

C.17. Approval of Agreement #20-18: Agreement for Supplying Breakfast and Lunch Meals to Dwire School (George/Lugotoff)

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Child Nutrition Services that the Board approve Agreement #20-18 with the Ventura County Office of Education for the purpose of supplying breakfast and lunch meals for their program at Dwire School for the 2020-21 fiscal year. The revenue generated by the reimbursement from the Community Eligibility Provision covers the cost of operating.

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C.18. Approval of Agreement #20-19 with Community Action Partnership of San Luis Obispo (CAPSLO) for Supplying Snacks to CAPSLO Preschool Students At Harrington School (George/Lugotoff)

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Child Nutrition Services that the Board of Trustees approve Agreement #20-19 with Community Action Partnership of San Luis Obispo (CAPSLO) for the purpose of supplying breakfast, lunch and snacks to their preschool program at Harrington School for the 2020-21 school year. CAPSLO will reimburse the District for the cost of the meals and snacks provided.

C.19. Approval of Agreement #20-20 with Child Development Resources of Ventura County, Inc. (CDR) for Supplying Breakfast and Lunch Meals to Head Start Preschool Students at Sierra Linda and Harrington Schools (George/Lugotoff)

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Child Nutrition Services that the Board of Trustees approve Agreement #20-20 with Child Development Resources of Ventura County, Inc. for the purpose of supplying breakfast and lunch meals to their Head Start programs at Sierra Linda and Harrington Schools during the 2020-21 school year. The revenue generated by the reimbursement from the Community Eligibility Provision covers the cost of operating.

C.20. Approval of Agreement #20-21 - Vernier Construction Services (George/Miller)

It is the recommendation of the Director of Facilities and the Assistant Superintendent, Business & Fiscal Services, that the Board of Trustees approve Agreement #20-21 with Vernier Construction Services, for DSA Project Inspector Services for the Marina West Modernization DSA Closeout, in the amount not to exceed \$28,000.00, to be paid out of Deferred Maintenance funds.

C.21. Approval of Agreement/MOU #20-22, Californians Dedicated to Education Foundation – District Innovation and Leadership for Early Education (CDEF-DIAL EE) (DeGenna/Valdes)

It is the recommendation of the Assistant Superintendent Educational Services, and the Director of Early Childhood Education Programs, that the Oxnard School District Board of Trustees approve Agreement/MOU #20-22 with Californians Dedicated to Education Foundation – District Innovation and Leadership for Early Education. \$1,000.00 paid to Oxnard School District by Californians Dedicated to Education Foundation – District Innovation and Leadership for Early Education. Term of the Agreement: June 25, 2020 to December 31, 2020.

C.22. Approval of Agreement/MOU #20-23 – Tutorific, LLC (DeGenna)

It is the recommendation of the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement/MOU #20-23 with Tutorific, LLC, in the amount of \$50,000.00 (billed at \$85.00 per hour), to be paid out of Special Education Funds. Term of the Agreement/MOU: July 1, 2020 through June 30, 2021.

C.23. Approval of Agreement #20-24 – Haynes Education Center & S.T.A.R. Academy (DeGenna)

It is the recommendation of the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #20-24 with Haynes Education Center & S.T.A.R. Academy for the 2020-2021 school year, in the amount not to exceed \$154,000.00, to be paid out of Special Education Funds.

C.24. Approval of Agreement #20-25 – City Impact Inc. (DeGenna)

It is the recommendation of the Assistant Superintendent, Educational Services, that the Board of Trustees approve

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Agreement #20-25 with City Impact Inc. in the amount of \$814,000.00 for a 2-year period, to be paid out of Special Education Funds. Term of agreement: July 1, 2020 through June 30, 2022.

C.25. Approval of Agreement #20-27, Ellevation Education (DeGenna/Batista)

It is the recommendation of the Director, English Learner Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #20-27 with Ellevation Education in the amount not to exceed \$5,000.00 to be paid out of Title 1 Funds. Term of Agreement: August 1, 2020 through July 31, 2021.

C.26. Approval of Agreement/MOU #20-28, Ventura Unified School District (DeGenna)

It is the recommendation of the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement/MOU #20-28 with the Ventura Unified School District for the Ventura County Indian Education Consortium for the 2020-21 school year, in the amount of \$4,310.69 (matching funds), to be paid out of Title I.

C.27. Request for Approval of Renewal Agreement #20-29 with Zixta Enterprises, Inc., DBA Vallarta Supermarkets (George)

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, that the Board of Trustees approve Renewal Agreement #20-29 with Zixta Enterprises, Inc., DBA Vallarta Supermarkets, whereby Vallarta agrees to pay the District a yearly fee of \$25,332.75 for their use of the ESC front parking lot for the period of July 1, 2020 through June 30, 2021.

C.28. Award of Informal Bid #19-INF-05 and Approval of Agreement #20-30 for Wall Anchor Project – Marina West (George/Miller)

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Facilities, that the Board of Trustees award Bid #19-INF-05, Wall Anchor Project – Marina West, and enter into Agreement #20-30 with Urbane Builders Inc., in the amount of \$109,000.00, to be paid out of Deferred Maintenance Funds.

C.29. Approval of Agreement #20-31 - American Language Services (DeGenna/Batista)

It is the recommendation of the Director, English Learner Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #20-31 with American Language Services to provide Translation/Interpreting services for parents who speak a language other than English, Spanish, or Mixteco, for parent conferences and meetings during the period of July 1, 2020 through June 30, 2021, in the amount of \$14,000.00 to be paid out of Title 1.

C.30. Approval of Agreement #20-32 –All Languages Interpreting & Translating Inc. (Aguilera-Fort)

It is recommended by the District Superintendent that the Board of Trustees approve Agreement #20-32 with All Languages Interpreting & Translating Inc. for simultaneous translation (English/Spanish) at Board Meetings scheduled during the period of July 1, 2020 through June 30, 2021, in the amount not to exceed \$12,000.00, to be paid with General Funds.

C.31. Approval of Field Contract #FC-P21-00003 – Fence Factory (George/Miller)

Proposals were solicited for Field Contract #FC-P21-00003, Transportation Yard Fence Project, pursuant to the Uniform Public Construction Cost Accounting Act. It is the recommendation of the Director of Facilities, and the Assistant Superintendent, Business & Fiscal Services, that the Board of Trustees approve the award of Field

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Contract #FC-P21-00003 to Fence Factory, in the amount of \$14,987.00, to be paid out of Deferred Maintenance Funds.

C.32. Approval of Contractor Contingency Allocation No. 011 to the McKinna Elementary School Reconstruction Project for an increase of cost for the Work associated with the Project (George/Miller/CFW)

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Facilities, in conjunction with Caldwell Flores Winters, Inc., that the Board of Trustees approve CCA No. 011 to CSA #17-41 with Bernards related to the McKinna Elementary School Reconstruction Project. CCA No. 011 will be a COST to the Contractor Contingency line item of CSA #17-41 in the amount of One Thousand Seven Hundred Sixty-Two Dollars and Zero Cents (\$1,762.00). This allocation will not increase the Project's overall budget. After Board approval of CCA No. 011, the remaining balance of the Contractor Contingency Allocation will be One Hundred Sixty-Seven Thousand Sixty-Seven Dollars and Twenty-Six Cents (\$167,067.26).

C.33. Approval of Contractor Contingency Allocation No. 012 to the McKinna Elementary School Reconstruction Project for an increase of cost for the Work associated with the Project (George/Miller/CFW)

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Facilities, in conjunction with Caldwell Flores Winters, Inc., that the Board of Trustees approve CCA No. 012 to CSA #17-41 with Bernards related to the McKinna Elementary School Reconstruction Project. CCA No. 012 will be a COST to the Contractor Contingency line item of CSA #17-41 in the amount of Thirty-Eight Thousand Two Hundred Sixteen Dollars and Zero Cents (\$38,216.00). This allocation will not increase the Project's overall budget. After Board approval of CCA No. 012, the remaining balance of Contractor Contingency will be One Hundred Twenty-Eight Thousand Eight Hundred Fifty-One Dollars and Twenty-Six Cents (\$128,851.26).

C.34. Approval of Contractor Contingency Allocation No. 013 to the McKinna Elementary School Reconstruction Project for an increase of cost for the Work associated with the Project (George/Miller/CFW)

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Facilities, in conjunction with Caldwell Flores Winters, Inc., that the Board of Trustees approve CCA No. 013 to CSA #17-41 with Bernards Bros. Inc. related to the McKinna Elementary School Reconstruction Project. CCA No. 013 will be a COST to the Contractor Contingency line item of CSA #17-41 in the amount of Eighty-Two Thousand Eight Hundred Sixty-Seven Dollars and Zero Cents (\$82,867.00). This allocation will not increase the Project's overall budget. After Board approval of CCA No. 013, the remaining balance of the Contractor Contingency Allocation will be Forty-Five Thousand Nine Hundred Eighty-Four Dollars and Twenty-Six Cents (\$45,984.26).

Section C: RATIFICATION OF AGREEMENTS

It is recommended that the Board ratify the following agreements:

C.35. Ratification of Amendment #2 to Agreement #19-205 with Casa Pacifica, Non-Public School, NPS (DeGenna)

It is the recommendation of the Assistant Superintendent, Educational Services that the Board of Trustees ratify

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Amendment #2 to Agreement #19-205 with Casa Pacifica School, NPS for Speech and Language Services, as well as intensive individual services for the Extended School year, in the amount not to exceed \$3,188.76 to be paid out of Special Education Funds.

C.36. Ratification of Agreement #19-210, Ventura County Office of Education (DeGenna)

It is the recommendation of the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Agreement #19-210 with VCOE for Special Circumstances Paraeducator services during the 2019-2020 school year, in the amount not to exceed \$41,334.15, to be paid out of Special Education Funds.

C.37. Ratification of Agreement #19-211 – Fillmore Unified School District for Oxnard School District to provide DHH Services (DeGenna)

It is the recommendation of the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Agreement #19-211 with Fillmore Unified School District for Oxnard School District to provide DHH Services to Fillmore Unified School District student #HZ071413 for the 2019-2020 school year, including Extended School Year (ESY). Oxnard School District to receive reimbursement in the amount of \$12,922.03.

C.38. Ratification of Agreement #19-212 – Devereaux Advanced Behavioral Health (DeGenna)

It is the recommendation of the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Agreement #19-212 with Devereaux Advanced Behavioral Health for Non Public School (NPS) services for student AE021507 for the 2019-2020 school year, including Extended School Year (ESY), beginning March 9, 2020. Oxnard School District will receive reimbursement in the amount of \$55,405.22.

C.39. Ratification of Work Authorization Letter #14 to NV5 West Inc., for DSA Materials Testing and Special Inspection Services (LOR) for the McKinna Elementary School Reconstruction (George/Miller/CFW)

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Facilities, in conjunction with Caldwell Flores Winters, Inc. that the Board of Trustees ratify WAL #14 for Master Agreement #13-130 with NV5 West, Inc., in the amount of Seven Thousand Five Hundred Dollars and Zero Cents (\$7,500.00) to be paid out of the Master Construct and Implementation Funds within the approved project budget paid to NV5 West Inc. under Board approved Master Agreement #13-130.

C.40. Ratification of Change Order No. 001 to Construction Services Agreement #17-41, with Bernards to adjust costs for the McKinna ES Reconstruction Project (George/Miller/CFW)

It is the recommendation of the Assistant Superintendent for Business & Fiscal Services, and the Director of Facilities, in consultation with Caldwell Flores Winters, that the Board of Trustees ratify Change Order #001 for Master Agreement #17-41 with Bernards, in the amount of Thirty-Nine Thousand Seven Hundred Eleven Dollars and No Cents (\$39,711.00) to be paid out of the Master Construct and Implementation Funds within the approved project budget paid to Bernards under Board approved Master Agreement #17-41.

C.41. Ratification of Change Order No. 002 to Construction Services Agreement #17-41, with Bernards to adjust costs for the McKinna ES Reconstruction Project (George/Miller/CFW)

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Facilities, in consultation with Caldwell Flores Winters, that the Board of Trustees ratify Change Order #002 for Master

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Agreement #17-41 with Bernards, in the amount of Eighty-Eight Thousand Nine Hundred Sixty-Two Dollars and No Cents (\$88,962.00) to be paid out of the Master Construct and Implementation Funds within the approved project budget paid to Bernards under Board approved Master Agreement #17-41.

C.42. Ratification of Change Order No. 003 to Construction Services Agreement #17-41, with Bernards for the McKinna ES Reconstruct Project (George/Miller/CFW)

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Facilities, in consultation with Caldwell Flores Winters, that the Board of Trustees ratify Change Order #003 for Master Agreement #17-41 with Bernards, in the amount of Sixty-Four Thousand Four Hundred Fifteen Dollars and No Cents (\$64,415.00) to be paid out of the Master Construct and Implementation Funds within the approved project budget paid to Bernards under Board approved Master Agreement #17-41.

C.43. Ratification of Change Order No. 004 to Construction Services Agreement #17-41, with Bernards for the McKinna ES Reconstruct Project (George/Miller/CFW)

It is the recommendation of the Assistant Superintendent for Business and Fiscal Services, and Director of Facilities in consultation with Caldwell Flores Winters, that the Board of Trustees ratify Change Order #004 for Master Agreement #17-41 with Bernards, in the amount of Fifty-Nine Thousand Nine Hundred Sixty-Seven Dollars and No Cents (\$59,967.00) to be paid out of the Master Construct and Implementation Funds within the approved project budget paid to Bernards under Board approved Master Agreement #17-41.

Section D: ACTION ITEMS

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

D.1. Approval of Revised Job Description: Manager, Special Education (Vaca/Bond)

It is the recommendation of the Assistant Superintendent, Human Resources that the Board of Trustees approve the revised job description for Manager, Special Education, as presented.

Public Comment:

Presentation:

Moved:

Seconded:

Board Discussion:

Vote:

ROLL CALL VOTE:

Lopez ____, Robles-Solis ____, O'Leary ____, Cordes ____, Madrigal Lopez ____

D.2. Approval of Variable Term Waivers for Behavior Specialist Authorizations for 2020-2021 (Vaca/Bond)

It is the recommendation of the Assistant Superintendent of Human Resources and the Director, Certificated Human Resources, that the Board of Trustees approve the Variable Term Waivers for Behavior Specialist Authorization for the 2020-21 school year, for Heather Brown and Stephanie Novak to serve as Behavior Specialists beginning August

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

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17, 2020 until the employees complete the necessary requirements to apply for a credential.

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

ROLL CALL VOTE:

Lopez ____, Robles-Solis ____, O'Leary ____, Cordes ____, Madrigal Lopez ____

D.3. Approval of a Variable Term Service Waivers in Speech Language Pathology for 2020-21 (Vaca/Bond)

It is the recommendation of the Assistant Superintendent of Human Resources and the Director, Certificated Human Resources, that the Board of Trustees approve the Variable Term Service Waivers in Speech Language Pathology for Sally Cantos, Daniella Harasty, and Sharon MacDonald to serve as Speech Language Pathologists for the 2020-21 school year beginning August 17, 2020, while said employees finish the necessary requirements to apply for a credential.

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

ROLL CALL VOTE:

Lopez ____, Robles-Solis ____, O'Leary ____, Cordes ____, Madrigal Lopez ____

D.4. Declaration of Need for Fully Qualified Educators for the 2020-21 School Year (Vaca/Bond)

It is the recommendation of the Assistant Superintendent, Human Resources and the Director, Certificated Human Resources, that the Board of Trustees approve the Declaration of Need for Fully Qualified Educators for the 2020-2021 school year and authorize its submission to the State of California Commission on Teacher Credentialing.

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

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

ROLL CALL VOTE:

Lopez ____, Robles-Solis ____, O'Leary ____, Cordes ____, Madrigal Lopez ____

D.5. Adoption of Resolution #20-05 - Black Lives Matter (Aguilera-Fort)

It is the recommendation of the Superintendent that the Board of Trustees adopt Resolution #20-05 in support of the Black Lives Matter movement, as presented.

Public Comment:

Presentation:

Moved:

Seconded:

Board Discussion:

Vote:

ROLL CALL VOTE:

Lopez ____, Robles-Solis ____, O'Leary ____, Cordes ____, Madrigal Lopez ____

D.6. Approve COVID-19 Operations Written Report (DeGenna/Thomas)

Executive Order (EO) N-56-20 established the requirement that a local educational agency (LEA) adopt a written report (COVID-19 Operations Written Report) explaining to its community the changes to program offerings the LEA has made in response to school closures to address the COVID-19 emergency and the major impacts of such closures on students and families. For this school year, the COVID-19 Operations Written report replaces the LCAP. The COVID-19 Operations Written Report must be adopted by the local governing board or body by July 1, 2020. It is the recommendation of the Assistant Superintendent of Educational Services that the Board of Trustees approve the COVID-19 Operations Written Report as presented.

Public Comment:

Presentation:

Moved:

Seconded:

Board Discussion:

Vote:

ROLL CALL VOTE:

Lopez ____, Robles-Solis ____, O'Leary ____, Cordes ____, Madrigal Lopez ____

D.7. Adoption of Oxnard School District 2020-21 Budget (George/Crandall Plasencia)

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services and the Director of Finance that the Board of Trustees adopt the Oxnard School District Budget for the 2020-21 fiscal year.

Public Comment:

Presentation:

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

Moved:
Seconded:
Board Discussion:
Vote:

ROLL CALL VOTE:

Lopez ____, Robles-Solis ____, O'Leary ____, Cordes ____, Madrigal Lopez ____

Section F: BOARD POLICIES

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

F.1. First Reading - Approval of Revisions to Board Policies and Administrative Regulations (DeGenna)

As a result of COVID 19 and to meet the needs of the community, the district is bringing BP/AR 6158 - Independent Study, and BP 6157 - Distance Learning forward for First Reading. These policies will be presented for second reading and adoption at the August 5, 2020 Board meeting.

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)

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 VOTE:

Lopez ____, Robles-Solis ____, O'Leary ____, Cordes ____, Madrigal Lopez ____

Karling Aguilera-Fort, Ed. D.
District Superintendent and Secretary to the Board of Trustees

This notice is posted in conformance with the provisions of Chapter 9 of the Government Code, in the front of the Educational Services Center; 1051 South A Street , Oxnard, California by 5:00 p.m. on Friday, June 19, 2020.

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

June 24, 2020

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

June 24, 2020

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna **Date of Meeting:** June 24, 2020

Agenda Section: Section A: Report

Report on the K-5th Grade Standards-Based Report Card (DeGenna/Fox)

The Department of Curriculum, Instruction and Accountability, in collaboration with various stakeholders, has developed a new version of the Oxnard School District K-5 standards-based report card with the objective of aligning the district’s vision of best practices, learning expectations, and the method of reporting student progress towards meeting the California academic standards. The 2020-2021 school year will serve as a pilot year of implementation for the K-5 new standards-based report card in order to allow further feedback and identify possible modifications needed for the final implementation of the document during the 2021-2022 school year.

FISCAL IMPACT:

None

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Educational Services and the Director of Dual Language Immersion that the Board of Trustees accept the report as presented.

ADDITIONAL MATERIALS:

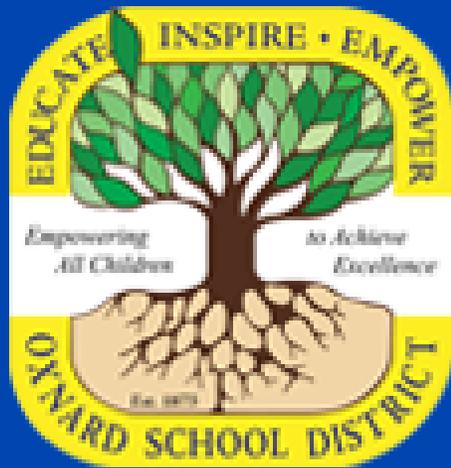
Attached: [Report Card- Board Presentation June 24 2020](#)

Kindergarten-5th Grade Standards-Based Report Card



Oxnard School District Board Meeting Presentation
June 24, 2020

Vision



Oxnard School District
Empowering All Children to Achieve Excellence

Expectations for Instruction

Why?



What?



How?

First Instruction

Communication, Communication, Communication...

The Purpose

Alignment of:

- Practice
- Expectations
- Reporting Tools

Major Principles of the California Common Core State Standards for Mathematics

FOCUS ▶ Place strong emphasis where the standards focus.

COHERENCE ▶ Think across grades, and link to major topics in each grade.

RIGOR ▶ In major topics, pursue with equal intensity:

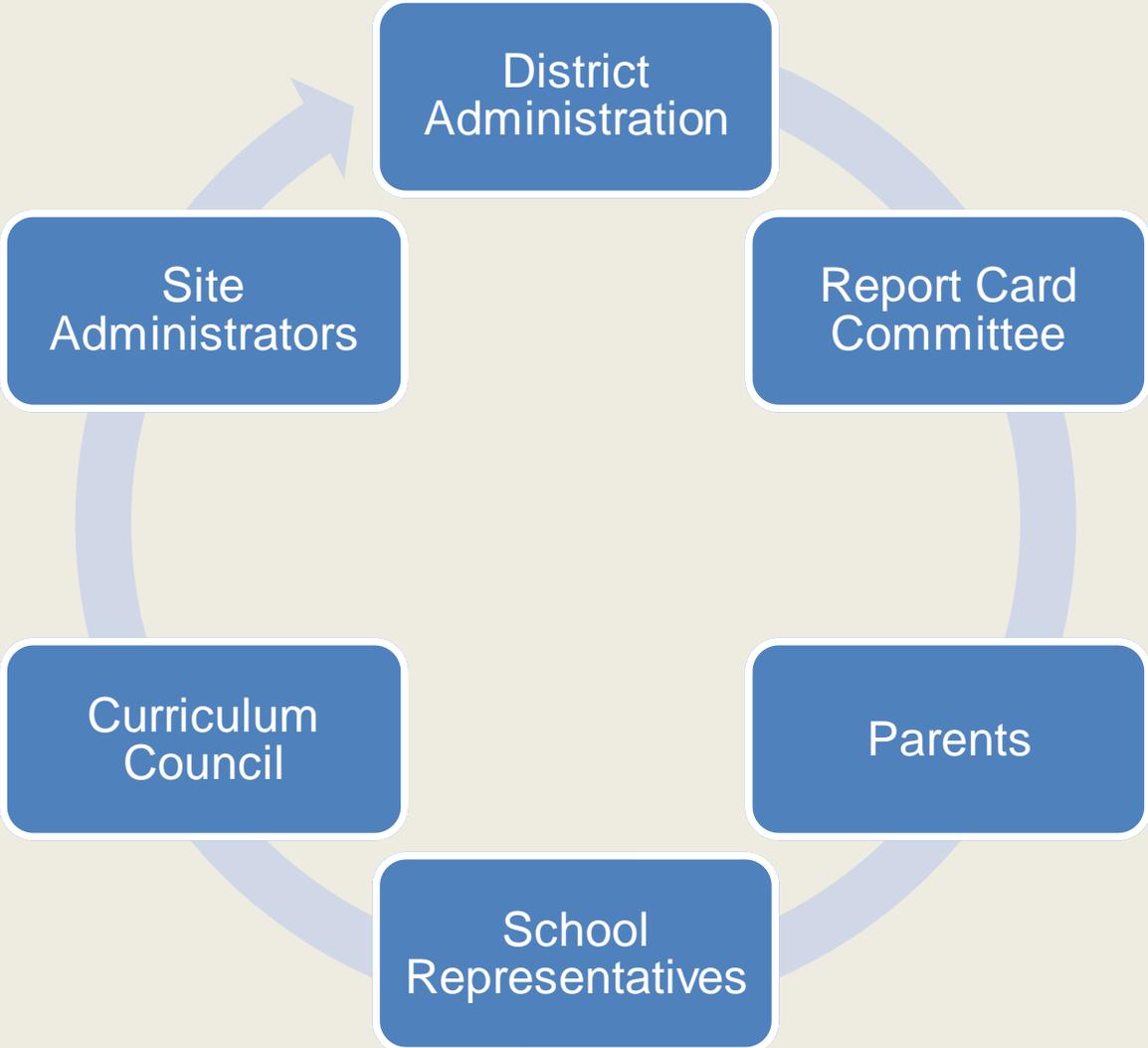
- conceptual understanding;
- procedural skills and fluency;
- application.

Both the CA CCSS for ELA/Literacy and the CA ELD Standards are designed to support the development of broadly literate students who have the capacities of literate individuals necessary for success in college, careers, and civic participation in today's world.

Capacities of Literate Individuals	21st Century Skills
They demonstrate independence.	Self-direction (P21; DL) Metacognition (DL) Executive function (DL)
They build strong content knowledge.	Core subjects (P21) Knowledge (DL) Investigate the world (GL)
They respond to the varying demands of audience, task, purpose, and discipline.	Critical thinking and problem solving (P21) Perspective taking (DL) Communicate ideas (GL)
They comprehend as well as critique.	Critical thinking (P21; DL) Analysis (DL) Reasoning (DL)
They value evidence.	Informational literacy (P21) Reasoning (DL) Argumentation (DL)
They use technology and digital media strategically and capably.	Information, media, and technology skills (P21) Information and communications technology literacy (DL)
They come to understand other perspectives and cultures.	Global awareness (P21) Social and cross-cultural skills (P21) Cultural awareness and competence (DL) Appreciation for diversity (DL) Investigate the world (GL) Recognize perspectives (GL)

Science and Engineering Practices (SEPs)	Behaviors that scientists engage in as they investigate and build models and theories about the natural world and the key set of engineering practices that engineers use as they design and build models and systems.
Disciplinary Core Ideas (DCIs)	Key organizing concepts, problem solving tools, or underlying principles of a discipline.
Crosscutting Concepts (CCCs)	Underlying themes that have value in all disciplines of science.

The Process



The Report Card Committee

- Teachers interested in participating
- Feedback from principals
- Feedback from the Oxnard Educators Association
- Feedback from district administration
- Understanding of standards based instruction

Site Representatives

- Teachers interested in the process
- Sites selected two teachers
 - *Kindergarten-Second Grade*
 - *Third-Fifth Grade*



Meeting Objectives

- Identify “Must Haves”
- Review the purpose for new standards-based report cards
- Develop a common understanding of standards-based instruction and student expectations
- Review and provide feedback on the report card draft



Draft- Changes and Modifications

- Report Card based on the CCSS
- Modification of ELD reporting
- Added Standards
 - *Science*
 - *Social Studies*
 - *Physical Education*



Components

- Grade Level Standards Report Card
- Teacher Guide
 - *Frameworks*
 - *Standards*
 - *Report Card Descriptors-Connections with Standards*
 - *Rubrics*
- Parent Guide



Next Steps

- Collaboration with IT to upload into Q for the 20-21 school year
- Professional Development
- Parent Meetings
- Further Feedback from Stakeholders
- Modifications as Necessary for the 2021-2022 School Year



Questions



OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Jesus Vaca

Date of Meeting: June 24, 2020

Agenda Section: Section A: Preliminary

Introduction of Newly Appointed Oxnard School District Administrators (Vaca)

Introduction of Newly Appointed Oxnard School District Administrators:

- Rosario Almanza, Principal, Elementary
- Rosaura Castellanos, Principal, Elementary
- Tammy Smith, Principal, Elementary
- Nauman Zaidi, Principal, Elementary

FISCAL IMPACT:

N/A

RECOMMENDATION:

Informational only.

ADDITIONAL MATERIALS:

Attached:

OSD BOARD AGENDA ITEM

Name of Contributor: Betsy George

Date of Meeting: June 24, 2020

Agenda Section: Section A: Report

Presentation of the June 2020 Semi-Annual Implementation Program Update as an Adjustment to the Master Construct and Implementation Program (Aguilera-Fort/George/CFW)

The June 2020 Report provides the fifteenth semi-annual update to the Master Construct and Implementation Program (“Program”) to the Oxnard School District (“District”) Board of Trustees (“Board”). The report links the progress of the original 2013 Reconfiguration and Implementation Program, and the subsequent Master Construct and Implementation Program adopted by the Board in 2016. It reflects the status of the Program since the last six-month update adopted by the Board in December 2019 and the time of this document’s publishing in June 2020. The report provides Program updates on the educational and facilities implementation components, as well as the funding and sequencing requirements to implement the Program. Assessments and recommendations are provided for consideration and action by the Board for implementation over the next six-month period.

FISCAL IMPACT:

The Master Construct and Implementation Program includes the use of Measure “R” and “D” funds, available local developer fees, and State modernization and new construction grants as previously approved by the Board. Overall funding has been adjusted to approximately \$422.2 million, primarily due to decreases in State Aid and Developer Fees, however offset with increased estimated interest earnings. Proposed uses have been adjusted to accommodate extended general conditions costs and change orders for the Marshall New Classroom Building project. Other adjustments included a reduced overall Program Reserve to accommodate these increases and estimated decreases in funding. Program projects, sequencing, and timelines continue to be reviewed and adjusted for consideration by the Board.

RECOMMENDATION:

It is the recommendation of the Superintendent and the Assistant Superintendent, Business & Fiscal Services, in consultation with CFW, that the Board receive the June 2020 Semi-Annual Implementation Program Update for adoption at its next regular meeting.

ADDITIONAL MATERIALS:

Attached: [June 2020 Implementation Plan Update \(58 pages\)](#)



June 2020



OXNARD
SCHOOL
DISTRICT

MASTER CONSTRUCT AND IMPLEMENTATION PROGRAM

Semi-Annual Report to the Board of Trustees





Prepared by:

Caldwell Flores Winters, Inc.

1901 Victoria Avenue, Suite 106
Oxnard, CA 93035

6425 Christie Avenue, Suite 270
Emeryville, CA 94608

815 Colorado Boulevard, Suite 201
Los Angeles, CA 90041

For:

Oxnard School District

1051 South A Street
Oxnard, CA 93030

Board of Trustees

Monica Madrigal Lopez, President
Debra M. Cordes, Clerk
Veronica Robles-Solis, Trustee
Denis O’Leary, Trustee
Jarely Lopez, Trustee

District Administrators

Dr. Karling Aguilera-Fort, Superintendent
Betsy George, Assistant Superintendent, Business and Fiscal Services
Dr. Ana DeGenna, Assistant Superintendent, Educational Services
Dr. Jesus Vaca, Assistant Superintendent, Human Resources and Support Services
Letitia Austin, Public Information Officer

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PROGRAM OVERVIEW

Caldwell Flores Winters, Inc. (“CFW”) is pleased to present the fifteenth semi-annual update to the Master Construct and Implementation Program (“Program”) to the Oxnard School District (“District”) Board of Trustees (“Board”). The report links the progress of the original 2013 Reconfiguration and Implementation Program, and the subsequent Master Construct and Implementation Program adopted by the Board in 2016. It reflects the status of the Program since the last six-month update adopted by the Board in December 2019 and the time of this document’s publishing in June 2020. The report provides Program updates on the educational and facilities implementation components, as well as the funding and sequencing requirements to implement the Program. Assessments and recommendations are provided for consideration and action by the Board for implementation over the next six-month period.

A consolidated master budget and schedule merges and integrates approved and proposed projects based on funds from the Measure “R” and Measure “D” bond programs and other local sources, including developer fees, Mello Roos funds, pending State aid reimbursements and capital program balances. The Program is oriented to prioritize facility projects that maximize the potential for State aid funding for modernization and new construction of school facilities as State funds become available under the School Facility Program (SFP) and other related State programs that provide facilities funding for California public school construction. Program progress is monitored, and individual projects, budgets, sequencing, and timelines continue to be reviewed, adjusted and presented to the Board for consideration on a six-month interval.

Of critical consideration is the ongoing response to the Corona Virus Disease 2019 (COVID-19) pandemic and its effect on the current operations of the school district and the educational program. The following components provide an executive summary to the Board on the status of Program efforts that have progressed since the previously adopted six-month review and provide recommended adjustments for the next six-month period.

1.1 EDUCATIONAL PROGRAM

This year, the District continued to move forward with the integration of the Academic Strand Focus and Academy program into a comprehensive initiative to improve and strengthen curriculum and instructional practices to improve student learning. To support this initiative, the District included the Academic Strand Focus and Academies implementation at the school sites under LCAP Goal 1, Action 17 with the allocation of money to the school sites for use on enrichment activities, materials for instructional supplies and strand/STEAM/NGSS focus, subscriptions and applications for student iPads and interventions/tutoring.

The District was in the second year of a three-year implementation plan known as “curriculum mapping” to ensure that curriculum units were developed to teach the essential learnings required of the Common Core State Standards (CCSS) and Next Generation Science Standards (NGSS). The 2018 mapping of the standards for kindergarten and first grade was completed and instructional units were developed for the standards. Beginning in the fall of 2019, teachers started piloting the units and making the necessary adjustments to the curriculum as needed. This work was used as a model for other grade levels as they continued this work during the 2019-20 school year.

The outbreak of COVID-19 and the requirement for students, teachers, and administrators to shelter in place as of March 16 has profoundly impacted the curriculum mapping plan the District had been implementing. The processes and procedures that had been put into place regarding capacity building of administrators and teachers had to be put on hold while the District pivoted to a distance learning model. This required the District to redeploy 1:1 handheld devices to all students in first through eighth grades in order to continue instruction remotely while ensuring consistent access to online resources and finding ways to provide instruction to students. The District developed a three-phase approach for providing curriculum and instruction to students who were now sheltering at home. This included needed staff development for teachers on how to use online platforms, identifying which students had internet access and which did not, publishing curriculum on the District’s website, and finding additional online resources to support the curriculum.

1.2 FACILITIES PROGRAM

The District continues to implement the Basic strategy using local funding sources including proceeds from Measure “R” and Measure “D”, approved by voters in 2012 and 2016 respectively, as well as developer fee receipts and other facility fund balances allocated to the Program by the Board where available. The continued implementation of Enhanced and Extended strategies remains dependent on receiving State reimbursements for previously completed projects and the District’s ability to maintain eligibility for State new construction and modernization grants as well as Financial Hardship.

Major progress of facilities projects over the last six-month period include:

- Completion and occupancy of the Lemonwood Kindergarten annex project
- Completion of the new McKinna Elementary School classrooms, multipurpose room, administration and media center with remaining construction associated with the demolition of the older facilities and construction of parking and playfields underway
- Continued progress on the completion of the City of Oxnard/Coastal Commission approvals for the new Seabridge K-5 elementary school
- Continued progress on the design of 21st century modernization improvements for Ritchee and McAuliffe Elementary
- Completed State review of Lemonwood Reconstruction application resulting in approximately \$7.3 million in State aid reimbursements estimated to be received by late 2020

Over the long term, the Board and District have discussed and are evaluating the need to further consider options to once again to seek an interim local solution to mitigate the continued delay in the receipt of State aid funds and the impact of the balance of required facility improvements under the Master Construct Program.

1.3 FUNDING & SEQUENCING

The Program is funded by the use of Measure “R” and Measure “D” bond programs and other local funding, including developer fees, Mello Roos funds, and capital program balances. The Program also seeks to maximize State aid reimbursements for modernization and construction of school facilities as State funds become available.

Total sources of funding are anticipated to decrease to approximately \$422.2 million from \$437.9 million due to an increase in overall interest earnings anticipated over the life of the Program offset by decreases in projected State aid and developer fees revenues. Planned expenditures are projected to increase from \$386 million to \$386.9 million to accommodate extended general conditions costs and change orders for the Marshall New Classroom Building project. The total Program Reserve has been reduced from \$37.7 million to \$21 million to accommodate these increases and estimated decreases in funding.

Program projects, sequencing, and timelines continue to be reviewed and adjusted for consideration by the Board. The integrated program focuses largely on the use of local funds for continued reconstruction of existing schools and the construction of new school sites, and State aid reimbursements for improvements to multipurpose rooms and support facilities to accommodate the District’s educational program. The State’s delay in processing applications and projected decreases by the District in enrollment has negatively affected current State aid eligibility for Program reimbursements and implementation providing the need to consider further local funding options. The remaining improvements under the Master Construct Program for the K-5 schools and for the K-8 schools are at risk of being further delayed or substantially reduced if enrollment continues to decline or the State continues to delay the processing or approval of submitted State aid applications.

Last fall, the District requested an update of the Master Construct Program, including an analysis of existing conditions, options to enhance the scope of the Master Construct Program and equity at remaining school sites, and present options for Board consideration. As part of that development process the District held three Board workshops to discuss the scope and potential funding sources for additional improvements to the balance of the schools and to provide additional resources to the Basic strategy of the Master Construct Program. This analysis was commonly referred to as the Enhanced Master Construct Program.

Workshop 1 was held in October 2019 and included a background review of the District’s education program and anticipated facility requirements, enrollment trends, classroom capacity, current support facilities and site conditions, status of Master Construct projects, and a review of existing funding sources. Workshop 2 was held in December 2019 and focused on school site capacity and site configuration,

considerations for improvements, program requirements, and options for new construction and facilities replacement/renovation or reconfiguration. Workshop 3 was held in May 2020 and included an analysis of anticipated funding sources to match estimated budget and proposed improvement schedules discussed at Workshops 1 and 2 and also included a proposed new \$173.1 million general obligation bond program for voter consideration on the November 2020 ballot. The Board decided at its June 4, 2020 meeting to delay the consideration of additional facilities improvements beyond the current Master Construct Program to a future date and will not be placing a measure on the November 2020 ballot.

1.4 RECOMMENDATIONS

It is recommended that the Board:

- Accept and adopt this semi-annual update to the Master Construct and Implementation Program
- Direct staff and CFW to proceed with recommended adjustments to the Program for its immediate implementation
- Establish a date for the next six-month review by the Board

EDUCATIONAL PROGRAM

2.1 EDUCATIONAL PROGRAM UPDATE

This year, the District continued to move forward with the integration of the Academic Strand Focus and Academy program into a comprehensive initiative to improve and strengthen curriculum and instructional practices to improve student learning. To support this initiative, the District included the Academic Strand Focus and Academies implementation at the school sites under LCAP Goal 1, Action 17 with the allocation of money to the school sites for use on enrichment activities, materials for instructional supplies and strand/STEAM/NGSS focus, subscriptions and applications for student iPads and interventions/tutoring.

The District was in the second year of a three-year implementation plan known as “curriculum mapping” to ensure that curriculum units were developed to teach the essential learnings required of the Common Core State Standards (CCSS) and Next Generation Science Standards (NGSS). This plan details when grade levels will be mapping standards, writing instructional units, piloting and revising these units, and publishing the units. The curriculum units integrate the NCSS and social studies standards into the English Language Arts (ELA) curriculum using the academic strand focus themes for this integration. In addition, specific staff development days were determined with much of this work to be done in the summer so that instructional time was not lost, and substitutes were not needed to cover the classrooms. The plan also included the staff development necessary for the principals and other District administration as they developed coherence within all the educational programs in the District.

The District fully intends to implement standards-based instruction in the classroom using the CCSS and the NGSS and to integrate the Academic Strand Focus and Academy program into these standards. The 2018 mapping of the standards for kindergarten and first grade was completed and instructional units were developed for the standards. Beginning in the fall of 2019, teachers started piloting the units and making the necessary adjustments to the curriculum as needed. This work was used as a model for other grade levels as they began this work during the 2019-20 school year. Teams of teachers were trained in the summer and during the school year. They have begun to map the standards and write the curriculum units for these standards. These curriculum units were to have been piloted this spring.

2.2 IMPACT OF COVID-19 PANDEMIC

The occurrence of COVID 19 and the requirement for students, teachers, and administrators to shelter in place as of March 16 has profoundly impacted the curriculum mapping plan the District had been implementing. The processes and procedures that had been put into place regarding capacity building of

administrators and teachers had to be put on hold while the District pivoted to providing 1:1 handheld devices to all students in first through eighth grades and ensured that they all had internet access as well as finding ways to provide instruction to students. The District developed a three-phase approach for providing curriculum and instruction to students who were now sheltering at home. This included needed staff development for teachers on how to use online platforms, identifying which students had internet access and which ones do not, publishing curriculum on the District’s website, and finding additional online resources to support the curriculum. A definition of distance learning needed to be agreed upon: distance learning can be synchronous (e.g., live virtual meeting with students) or asynchronous (e.g., independent engagement in academic content), or flexibly timed, and it may or may not involve technology. They have currently implemented the first two phases. Phase III will include convening a taskforce in June to review data regarding the current implementation and determine what is needed for the future.

Phase I of the plan included using pre-made curriculum packets that were accessible on the District’s webpage to be used for distance learning. Teachers were asked to add additional resources to these packets. For students in preschool through first grade, the District provided printed curriculum for parents to pick up at the school sites. The District made all their curriculum including assessment available to students online. For second through eighth grade, downloadable materials and books were used and posted to the District’s webpage. Mandatory staff meetings were held weekly via Zoom or another site preferred platform. Teachers were to connect with students during the school day using whichever platform they preferred (e.g., parent or student calls, email) to provide support for instruction and feedback. Teachers created specific “office hours” during which parents or students could call the teacher for answers to questions and receive support. The Special Education case managers reached out to all students on their caseload and connected with grade levels to support students with any modifications and/or accommodations. During Phase 1, the District did not require grading or attendance.

Staff development was provided to teachers primarily through Zoom that focused on how to modify lessons for distance learning, effective distance learning instructional techniques, how to publish information to the web, and finding online resources. District staff continue to offer live support sessions for the digital applications that the District is recommending for distance learning. The District developed a Pedagogy and Practice of Distance Learning framework for teachers to use as they continued with distance learning. This included examples by grade level of distance learning, best practices, how to provide direction instruction and collaboration, and the importance of having students create projects to demonstrate learning and engage in cross-curricular lessons (integrated units).

Phase II of the plan began April 20. All processes established for Phase I were to continue with the addition of each grade level developing learning opportunities such as projects or research activities that require integration of the standards, linking online applications to the curriculum, and ways for the students by collaborating remotely. These were put into lesson plans that were submitted weekly. Much of this work built upon the curriculum mapping the District had previously done. For those teachers who had received training, they were able to develop curriculum that integrated science and social studies into the English Language Arts and math standards and had students research and create projects to demonstrate learning

of the standards. Teachers were encouraged to meet with their students via Zoom or Google Meets or other platforms. Again, no attendance or grading was required. First through eighth grade students were engaged in remote Learning through iPads with pre-school through kindergarten students receiving packets that parents picked up at the school sites. Processes were developed to help school counselors and outreach consultants connect with families and students to meet additional needs they may have with sheltering in place.

Ensuring equity has been, and continues to be, a significant issue and a point of discord for the District. Not all students had an iPad or internet access at home. The District had to redistribute iPads that had been handed out to students earlier in the school year to make sure that students in first through eighth grade had one. This required collecting iPads previously assigned to transitional kindergarten and kindergarten classrooms and redistributing them to first grade students. Additional iPads needed to be ordered so all students had a handheld device and were available for parents to pick-up the week of April 20, 2020. The issue of internet access has proved to be more difficult. The District purchased hot spots for students who did not have internet access which required them to first identify who had access and who did not. There was a backlog of requests for hotspots resulting in a month long wait to receive them. As people gradually lost their jobs and could no longer afford internet service, additional requests continue to come in for internet connectivity.

Some of the teachers have had an easier time with the new instruction format than others, i.e., connecting with students via online sources such as Zoom and Google Meets to provide distance learning instruction. While learning packets, iPads, online resources and information were provided to students and families, issues such as the inability for teachers to meet with all students, not being able to provide the articulated curriculum that was provided in the standard classroom, and the inability to provide assessment and accountability systems while students are sheltering in place has hindered student learning. Learning activities have been provided but they are not articulated across the grade levels or provided for the students at their learning level. In short, the District within weeks had to change its entire methods of instruction and to find curriculum that would work within this new instructional model.

The District is now faced with the difficult task of providing an educational program while meeting the challenges to keep students, teachers, and administrators safe from COVID-19. It is anticipated that some form of schooling will be offered in the fall that includes both classroom instruction and distance learning; however, no decisions have been made as of the publishing of this report. The District is currently working on a model for this instructional design. This will most likely require the District to continue to fund technology resources for students such as handheld devices, laptops, or Chromebooks as well as internet access and will become an instructional budget necessity. The significant work that has begun with the curriculum mapping of the CCSS and NGSS has provided a strong articulated curriculum that can be built upon for next year and continue have additional online resources attached to each of those units with assessment systems to inform instruction and learning. The District is also exploring professional development for teachers on how to meet the needs of the new pedagogy that may be required for delivering instruction to younger children that are not yet independent learners in such areas as learning to read and understanding basic math concepts.

2.3 ACCOMODATION OF INSTRUCTIONAL SHIFTS

The District continues to monitor guidance from local, State, and Federal agencies regarding required precautions that must be undertaken before allowing teachers and students to return to campus. The Superintendent has convened a taskforce to determine the logistics surrounding the resumption of instruction in the Fall.

It is possible that the schools of the future will look and operate differently than the schools taught in prior to March 16, 2020. A new pedagogy may require a significant shift in thinking by both administrators and teachers as well as parents and students to understand that learning can occur anywhere at any time and is 24/7. It will require classrooms to have robust technology with mobile chairs and desks as required to maintain social distancing. Having multiple writing surfaces on the walls will allow students to show their work at a distance with other students possibly Zooming into classroom for instruction that is visible on the monitors in the classroom. Multiple monitors in the classrooms will provide some needed options for the schools and the district. Using the internet to provide virtual field trips will become the norm as will research capabilities. Having multiple ways students can show mastery of the essential learnings required of the standards will become the model for student projects and completed work. Assessments for these projects will need to be developed and published so that students, and parents, will know what they need to do to develop mastery of the standards and guide them as they work independently. Classroom instruction will need to include developing self-directed learners through such training as goal settings, developing growth mindsets, and taking responsibility for learning in age appropriate ways. It will require the development of new “standard operating procedures” for teachers to share with students for such shifts as “What do you do when you do not know what to do?” or “How will we set up a master schedule for teachers to have office hours?” The teacher may need to learn new instructional strategies to be a guide for the student to make learning connections and understandings by asking questions that guide a student’s thinking. Different methods of feedback will need to be explored, some will be directly provided to students in the classroom and others will need to be given from a distance. Lastly, the issue of assessments and grading will also need to be addressed.

The current situation also requires teachers, students and administrators to move beyond the superficial use of technology and digital devices into pedagogies that support deep learning and understanding by looking at their curriculum to determine if the assignment:

- (1) requires critical thinking on the web;
- (2) opens new lines of inquiry;
- (3) provides new opportunities for the students to engage with authentic audiences from around the world;
- (4) provides for the student to “publish” and then receive feedback from authentic audiences; and
- (5) provides the student an opportunity to create a contribution.

Curriculum and assignments will need to be altered over time to include new assignments that engage students, provide for student voice and choice, and incorporate the above strategies to move the use of

technology and digital devices to create deep learning and understanding, if students and teachers are unable to return to the physical campus full time.

The District now has five 21st Century schools with additional improvements made at 11 other schools in the District. These improvements may provide the classroom environments in which teachers have the tools and flexibility to provide the instructional shifts necessary to meet the challenges of distance or blended learning.

STATE & LOCAL CONSIDERATIONS

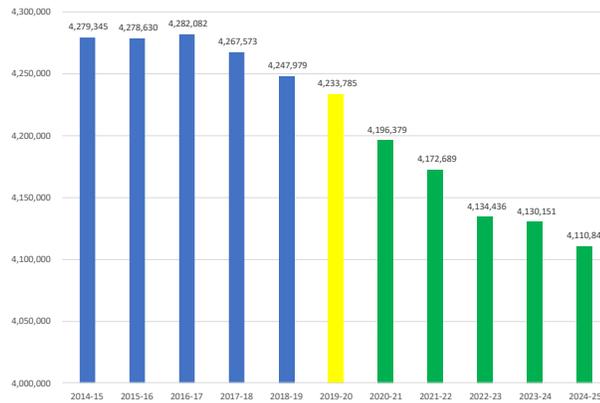
Periodically, the District receives updates on state and local considerations that may impact the implementation of the Master Construct Program. The following section provides a brief update of K-8 enrollment at the State, County and District level and its continued impact on the District’s eligibility for pupil grant funding from the Office of Public School Construction (OPSC). A summary of the COVID-19 pandemic considerations is also provided as well as the suggested need to continue planning to seek a local solution to absorb the balance of required facility improvements and the next phase of the Program.

3.1 STUDENT ENROLLMENT

Student enrollment impacts facilities funding programs for California school districts in need of major facility improvements. The California Department of Finance, Demographic Research Unit tabulates actual and projected K-8 enrollment based on Department of Education enrollment data and Department of Public Health births and has counted transitional kindergarten (TK) students in kindergarten enrollment since its 2010 projections. According to the State, TK-8 enrollment statewide has been generally level over the last five years with an overall decline of approximately 1 percent over the last 3 years and is projected to decline over the next five years, as indicated in Figure 1, due to a general decrease in births and a corresponding decrease in enrollment.

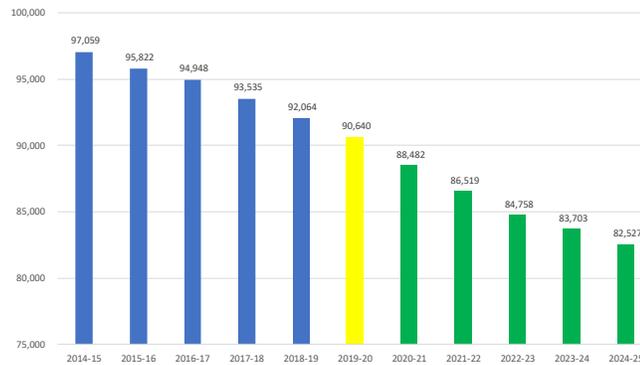
More locally, Figure 2 shows that K-8 enrollment in Ventura County has declined by 6,419 students since 2014-15 and that K-8 enrollment is projected to decrease in Ventura County by 8,113 students over the next five years. As of the 2019-20 school year, District enrollment decreased by approximately 408 students from the prior year and 1,096 students since 2016-17. As demonstrated in Figure 3, a similar trend is forecasted by the District’s enrollment consultant for the Oxnard School District with a projected decrease of 1,799 students by school year 2024-25.

Figure 1: California State K-8 Enrollment



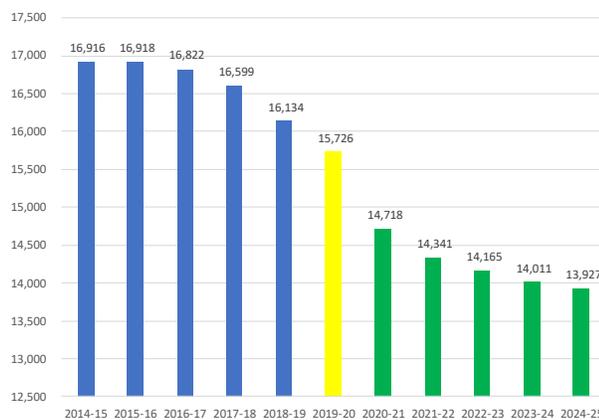
Sources: California State Department of Finance

Figure 2: Ventura County K-8 Enrollment



Sources: California State Department of Finance

Figure 3: Oxnard School District K-8 Enrollment



Sources: CALPADS; DecisionInsite

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

Grade	Historical Enrollment					*Current	**Projected Enrollment					Net
	2014-15	2015-16	2016-17	2017-18	2018-19	2019-20	2020-21	2021-22	2022-23	2023-24	2024-25	Change
TK-K	2,166	2,181	2,068	2,002	1,855	1,821	1,783	1,778	1,797	1,782	1,765	(56)
1st	1,924	1,853	1,847	1,750	1,720	1,574	1,547	1,531	1,536	1,552	1,537	(37)
2nd	1,915	1,899	1,845	1,827	1,718	1,700	1,528	1,520	1,514	1,535	1,549	(151)
3rd	2,034	1,899	1,859	1,813	1,794	1,699	1,521	1,500	1,503	1,513	1,532	(167)
4th	1,915	1,984	1,879	1,835	1,771	1,794	1,650	1,496	1,487	1,503	1,510	(284)
5th	1,850	1,929	1,954	1,858	1,809	1,757	1,638	1,621	1,481	1,484	1,498	(259)
K-5 Total	11,804	11,745	11,452	11,085	10,667	10,345	9,664	9,447	9,321	9,368	9,390	(955)
6th	1,736	1,786	1,878	1,913	1,790	1,761	1,722	1,583	1,601	1,461	1,464	(297)
7th	1,684	1,722	1,776	1,838	1,874	1,775	1,654	1,689	1,572	1,609	1,466	(309)
8th	1,692	1,665	1,716	1,763	1,803	1,845	1,679	1,622	1,670	1,573	1,608	(237)
6-8 Total	5,112	5,173	5,370	5,514	5,467	5,381	5,054	4,894	4,844	4,643	4,537	(844)
Total	16,916	16,918	16,822	16,599	16,134	15,726	14,718	14,341	14,165	14,011	13,927	(1,799)

*2019-20 enrollment as of October 2, 2019

**Projected enrollment provided from DecisionInsite online 2020 projections; projected SDC enrollment not provided by grade and has therefore been evenly distributed across grades K-8

Sources: CALPADS; DecisionInsite

As shown in Table 2, annual enrollment growth in the District began leveling off in school year 2014-15, remained generally stable, and began experiencing decline in 2017-18. As of the 2019-20 school year, the District’s total enrollment decreased by approximately 408 students from the prior year. Data from DecisionInsite suggests that total District enrollment is projected to continue to decrease to 13,927 by 2024-25, 1,799 less students than the current enrollment.

In general, the methodology for projecting enrollment assumes matriculation of prior year grade level enrollment continuing at an ascribed rate through a district’s grade configuration annually. New kindergarten enrollment is in most part governed by the actual rates of births within a district’s catchment area. Factors such as migration, immigration and new residential construction may substantially alter short term projections while still leveling out over a longer period of time.

The District’s enrollment decline, absent other factors, has substantially impacted and may continue to impact State aid eligibility for modernization and new construction grants in the future. Other factors include the amount of additional residential development approved by the City, but not yet built and existing District capacity to house students in permanent facilities. New OPSC/State Allocation Board (SAB) rules require districts to annually update eligibility, creating the potential for major swings in ongoing eligibility and project funding; especially for districts experiencing enrollment decline or fluctuations in residential development.

3.2 COVID-19 PANDEMIC

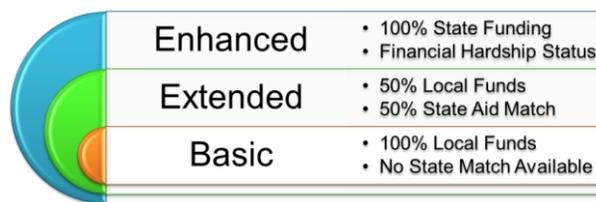
The World Health Organization declared the outbreak of COVID-19, a pandemic in March 2020. In March 2020, the State of California issued a statewide “shelter in place order” resulting in school districts across the State to close schools and immediately shift to remote learning for the remainder of the school year and rethink school openings and operations for the next school year.

The District is now faced with the difficult task of providing a blended learning program for students as they move from the traditional school model of one teacher with a group of students in one room to distance learning with some in school learning. A blended learning program will require the District to continue to fund technology resources for students such as handheld devices, laptops, or Chrome books as well as internet access, becoming an instructional budget necessity.

3.3 PROGRAM CONSIDERATIONS

Since the beginning of the Master Construct Program, the District has maintained a requirement of flexibility in funding, sequencing, and scope of proposed projects. This is embedded in the District’s adoption of an integrated Basic, Extended, and Enhanced strategies to fund the Master Construct Program as summarized below:

Figure 4: District Adopted Funding Strategies



During this period, the District has completed the P2P construction of Driffill, the reconstruction of Harrington, Elm, and Lemonwood, and a new classroom building at Marshall to complete its transformation into a K-8 school. The reconstruction of McKinna achieved substantial completion with remaining demolition of older facilities and construction of playground and playfields underway. Construction of TK/K, and special education facilities at various existing sites was also completed. Land has been purchased for the Seabridge and Doris Patterson K-5/6-8 schools. Likewise, Division of State Architect (DSA) design approvals have been received for the K-5 reconstruction of Rose Avenue and the new construction of Seabridge.

The Master Construct Program recommended the reconstruction of the permanent capacity of Marina West and Sierra Linda as 21st Century schools, however those projects were removed from the adopted Master Construct Program, due to lack of anticipated funding in the foreseeable future. The next phases of improvements call for the construction of a New Seabridge Elementary, reconstructing Rose Avenue School, and constructing elementary/middle school facilities at the Doris/Patterson site. The New Seabridge Elementary School is planned to be constructed from existing local funds, whereas the reconstructed Rose Avenue School is dependent on future State funding. The new facilities planned at Doris/Patterson site are anticipated to be funded through a combination of future bond sales and State aid reimbursements.

While current enrollment trends are predicting decline, select school sites within the District exceed the ability to house students in permanent classrooms, thus relying on portable facilities. In addition, some of these portable and permanent facilities may already be in use as support spaces or other educational

programs that are not fully loaded with students throughout the day or utilize a lower classroom loading (e.g., computer labs, piano labs, academy rooms, special education, RSP programs, etc.) necessary to the conduct of the adopted educational program and not readily available to support additional classroom use immediately.

Continued investment in the new Seabridge Elementary and Doris/Patterson sites will provide long term permanent capacity and ability to remove portable classrooms and house students in the desired permanent 21st Century learning environments, providing more equitable facilities and planning for any growth in the future should trends and needs change. The new facilities may also allow the ability to accommodate shifts in available space during periods of constructing new classrooms or modernizing existing classrooms, reducing the need for potential interim housing during construction. It may also be useful in accommodating additional support and enrichment space that may be required in portable facilities based on the needs of the educational program or recommendations regarding its reconfiguration, if needed.

Additional 21st Century upgrades are also planned to classrooms, MPRs, administrative, and library facilities at select school sites. Funding for these improvements is primarily from a combination of existing local sources and anticipated State aid reimbursements. However, delays by the State in the processing of eligible District grant applications and in the limited sale of voter approved Prop. 51 bonds has reduced grant reimbursements by the State, reducing the receipt of funds from remaining eligible projects. Delays in program implementation make remaining projects subject to escalating market costs which may reduce the number of projects that may be funded overall. Over the long-term, the District may be required, once again, to supplement the Basic Strategy and start planning to seek a local solution to absorb the balance of required facility improvements and the next phase of the Master Construct Program.

FACILITIES PROGRAM

The Master Construct Program implements planned 21st Century facilities in select phases to support academy programs, reconstruct older schools and support facilities, and remove portable classrooms. The program commenced in 2013 and was further expanded in 2016 with increased funding sources and scope of improvements allocated to the program. To date, most replacement school projects are either complete or underway.

The replacement of older facilities housing K-5 students has been a major priority, followed by the construction of new K-8 facilities; all with 21st Century Learning Environment improvements that meet adopted Board specifications and program requirements. Absent delays or reductions in State Aid, the Master Construct Program is designed to provide funding over time to support the reconstruction of older schools and the modernization of support facilities, the construction of additional new 21st century schools and the removal of portable classrooms.

The next phases of improvements call for the construction of new elementary and middle school facilities and reconstructing Rose Avenue school. Additional 21st Century upgrades are also planned to classrooms, MPRs, administrative, and library facilities at select school sites. Funding for these improvements is primarily from a combination of existing local sources and anticipated State aid reimbursements.

The following section provides an update of projects under management and projects anticipated to be initiated over the next six-month period. Project highlights are presented along with proposed adjustments to the budget and timeline. These components are then carried over for further consideration in the Master Budget, Schedule and Timeline recommendations in this report.

4.1 COMPLETED PROJECTS

Completed projects include upgrades to kindergarten and science labs across eight school sites; the reconstruction of Harrington, Lemonwood and Elm; construction of Kindergarten Annex facilities at Harrington and Lemonwood; addition of the new 6-8 building at Marshall and the acquisition of the Seabridge K-5 elementary school site. Additional completed projects include kindergarten/flex classrooms at McAuliffe, Ritchen, Brekke, and Ramona and the acquisition of the Doris/Patterson K-5/6-8 school site. Funding for the projects to date has been from local sources, primarily Measure “R” and Measure “D”.

4.2 PROJECTS UNDERWAY

McKinna Elementary achieved Substantial Completion in February 2020 for Phase 1 improvements and is currently under construction for Phase 2 (e.g., demolition of older facilities, parking, playfields, etc.).

Seabridge and Rose Avenue have received DSA approval. Planning efforts associated with the LAFCo approval for the Doris/Patterson project continue, however the project has not yet begun the design process. Design efforts are underway for the modernization improvements planned at McAuliffe and Ritche elementary schools with DSA submittal anticipated in June 2020. The following sections provide further detail on the status of projects summarized above and expected outcomes over the next six months.

4.2.1 MCKINNA ELEMENTARY RECONSTRUCTION

The McKinna Elementary School Reconstruction project consists of a 58,229 square foot of new construction to be completed in two phases. Phase 1 of construction includes a two-story 23 general purpose classroom building, with 4 kindergarten, 1 kinder-flex and 2 SDC classrooms, a library, piano lab, administration space, and a multipurpose room. Upon completion of Phase 1, the District moved from their old school campus to occupy the newly constructed facilities built in Phase 1. Phase 2 of construction includes the demolition of the existing facilities and construction of new playfields and hard courts, and support spaces, including new parking.



New McKinna Elementary School

In July 2018, Phase-1 construction began; and achieved Substantial Completion in February 2020. Phase 1 included five new buildings: the classroom building, kindergarten building, MPR building, administration building, and the library/media center and associated sitework, such as fencing, parking lot construction and landscaping. DSA request for additional components in order to increase the fire durability of the covered walkways was resolved by the project team; no delay impacts occurred. However, due to delays by the utility companies (i.e., Southern California Edison and Southern California Gas), District occupancy of the new facilities was delayed from February 2020 to May 2020. Phase 2 construction is planned to begin in June 2020 and is currently underway. Phase 2 is planned to achieve Substantial Completion in August 2020.

The approved “all in” budget for the McKinna Elementary project is \$36.6 million which has proceeded under a Lease-Leaseback agreement with a Guaranteed Maximum Price (GMP) construction contract and approved change orders. While no budget adjustments are recommended at this time, negotiations

regarding costs related to the delay to occupancy due to utility company delay in providing utility services are underway and an adjustment is anticipated to be discussed in the next six-month report.

4.2.2 ROSE AVENUE ELEMENTARY RECONSTRUCTION

The Rose Avenue project consists of a 58,347 square foot, two-story 23 general purpose classroom building, with 4 kindergarten classrooms, 1 kinder-flex, and 2 SDC classrooms, piano lab, library, makers room, administration space, multipurpose room, playfields, hard courts, and support spaces. This project is planned to be constructed in two (2) phases. During Phase-1, the new campus buildings will be built on the existing play fields. Phase-2 will consist of the demolition of the existing campus and construction of new play areas. DSA approval of the plans were received in July 2019.

Construction of the project is on hold pending the availability of State reimbursements and/or matching State grants. It is important that the improvements be completed before expiration of any plans approved by DSA. Specifically, a school district shall, according to DSA and governing regulations, commence construction before the one-year anniversary of DSA approval otherwise risk voiding the approval. The regulations allow DSA to renew the approval annually not to exceed four years but authorize DSA to require school districts to revise the plans and specifications at its discretion to meet current regulations (e.g. Title 24 code changes). As such, the completion of all work must be completed within four years of DSA approval.

Subject to the District maintaining sufficient enrollment, an application for new construction School Facility Program (SFP) Financial Hardship funding was submitted to the State in October 2019 for an estimated \$21.2 million and is on the State’s “beyond bonding authority” list awaiting review. Considering the current backlog of OPSC applications, the District’s place in line for the project, and the current condition of State Funding; it may take more than a year for OPSC to begin processing the application. The approved “all in” budget for the Rose Avenue project is \$30.7 million and no adjustment to the overall budget is recommended at this time.

4.2.3 SEABRIDGE ELEMENTARY NEW CONSTRUCTION

The Seabridge K-5 School project consists of a 48,802 square foot, two-story 19 general purpose classroom building, with 4 kindergarten classrooms, 1 SDC classroom, piano lab, library, makers room, administration space, multipurpose room, playfields, hard courts, and support spaces, including parking. In October 2018, this project received DSA approval for construction. At this time, the District is still seeking final approval of a Coastal Development Permit from the City of Oxnard in order to proceed with the construction. In June 2019, the submission of an application for a Coastal Development Permit was submitted to the City for review and approval, as of the date of this report, the project is awaiting the approval. As reported in December 2019, an initial bidding of the project resulted in cost estimates exceeding the allocated budget. A rebid of the project is estimated to be conducted over the next six months with the goal of maintaining the established budget. The current Board approved “all in” budget for the Seabridge project is \$28.6 million. No budget adjustments are recommended at this time; however, adjustments may be required subject to future bid outcomes as described above.

4.2.4 DORIS/PATTERSON NEW CONSTRUCTION

The District has acquired a 25-acre parcel at the corner of Doris Avenue and Patterson Road for the construction of a new 700 student K-5 and 1,200 student 6-8 middle school facility, plus the ability to accommodate a District administrative center. The District has completed the California Environmental Quality Act (CEQA) and Department of Toxic Substances Control (DTSC) review requirements for the project. Pursuant to the Ventura County Local Agency Formation Commission (LAFCo), this project requires annexation into the City of Oxnard. LAFCo review and approval of several changes of organization, collectively called reorganization, is still in progress. This LAFCO process is currently underway and is anticipated to conclude in late-2020.

The current Board-approved budget for the environmental planning/LAFCo efforts for the project is \$800,572 and \$9.2 million for land acquisition. No budget adjustments are recommended at this time.

4.2.5 MCAULIFFE ELEMENTARY MODERNIZATION

The Master Construct Program provides for the modernization of McAuliffe Elementary, including its 28 classrooms, STEAM Academy lab and piano lab, and support spaces to comply with the District's vision and specification for 21st Century K-5 classroom and support school facilities. Proposed improvements for permanent classrooms include allowances for modernized improvements to floors, walls and ceilings, plumbing, electrical, furnishings, as well as data and other technology upgrades. Upgrading the library into a Media Center, is proposed as are improvements to the multipurpose room, the HVAC system and converting two adjacent supply rooms into administrative and counselor space. An architect selection process was conducted in September 2019 to assign a firm to the proposed improvements. In December 2019, the Board approved an Architectural Services Agreement with the selected firm to produce design documents for these improvements. To date, the design team has completed the Schematic Design phase of this project and is currently, proceeding through the Design Development phase. The plan is to complete and submit Construction Documents for DSA review in June 2020. DSA approval is anticipated to be obtained by December 2020.

The adopted "all-in" budget for the McAuliffe project, including hard and soft costs is \$4,959,744. No change to the adopted budget is proposed at this time.

4.2.6 RITCHEN ELEMENTARY MODERNIZATION

The Master Construct Program provides for the modernization of Ritchen Elementary, including its existing 28 classrooms, science and piano labs, MPR, library and support spaces to comply with the District's vision and specification for 21st Century K-5 classroom and student support facilities. Proposed improvements include allowances for modernized improvements to floors, walls and ceilings, plumbing, electrical, HVAC, and furnishings, as well as data and other technology upgrades and additional administrative spaces. In conjunction with the McAuliffe modernization, an architect selection process was conducted in September 2019 to assign a firm to the proposed improvements. In December 2019, the Board approved an Architectural Services Agreement with the selected firm to produce design

documents for these improvements. To date, the design team has completed the Schematic Design phase of this project and is currently, proceeding through the Design Development phase. The plan is to complete and submit Construction Documents to DSA for review in June 2020. DSA approval is anticipated to be obtained by December 2020.

The adopted “all-in” budget for the Ritche project, including hard and soft costs is \$4,905,850. No change to the adopted budget is proposed at this time.

4.3 RECOMMENDATIONS

Over the next six-month period, the work program proposes continued Board review and consideration of projects as presented through an ongoing series of workshops or Board action items. As part of this report, it is recommended that the Board accept recommendations within this section to add proposed projects, adjust budgets, schedules and timelines as indicated, based on Board approval as needed.

PROGRAM FUNDING & EXPENDITURES

This section reviews existing and anticipated sources of funds for implementing the proposed facilities for the Master Construct and Implementation Program. Major funding sources include Measure “R” and Measure “D” bond proceeds, developer fees, Mello Roos funds, prior State aid reimbursements, and capital program balances. The Program seeks to maximize remaining State aid eligibility for modernization and new construction grant funding for school facilities as State funds become available under the School Facility Program (SFP) and other related programs that fund public school facilities construction.

A State funding application for the Lemonwood Reconstruction Project in the amount of \$7.3 million is anticipated to be eligible for consideration for a priority funding round apportionment by the State Allocation Board (SAB) after August 28, 2020. An application of approximately \$4.5 million for the Thurgood Marshall project is anticipated to be returned to the District by the State because the District has currently exceeded remaining new construction eligibility. Approximately \$66.8 million in submitted new construction and modernization applications remain in line at the State for review and funding. A further review of the SFP programs and estimated District eligibility is provided below.

All Mello Roos and Measure “R” bond proceeds have been received, and available capital program balances have been applied towards Phase 1 improvements. Local developer fees continue to flow into the program as additional residential construction is approved within the boundaries of the District. The District has issued approximately \$95 million in Measure “D” bonds in support of Phase 2 improvements, leaving approximately \$47.5 million in remaining authorization, and all previous bond authorization has been fully issued and appropriated.

The following provides an update to the prior Program funding and expenditures provided to the Board in the December 2019 report. This section provides a comprehensive review of the funding program, including a review of State aid grants, projected local developer fees, and local general obligation bond proceeds, all which may assist in the implementation of the remaining Master Construct Program. The report recommends adjustments to the Master Budget and Schedule that are required in accordance with financial or policy decisions undertaken by the District and the State from the prior periods and proposed activities over the next six-month period. Potential shortfalls due to enrollment decline or further delays in receipt of State aid are identified and provided for review and further consideration.

5.1 STATE MATCHING GRANTS

Through the Office of Public School Construction (OPSC), the State of California provides funding assistance to eligible school districts through the SFP. OPSC administers various programs pursuant to State law and provides projects to be considered by the State Allocation Board (SAB) for funding. Funding is provided to school districts in the form of per pupil grants, with supplemental grants for site development, site acquisition, and other project-specific costs. Individual pupil grant amounts are periodically reviewed for adjustment by the SAB. The program provides new construction and modernization grants to construct new school facilities or modernize existing schools. To receive State grants, a district is required to match the grant portion from available district funds. This may include proceeds from local general obligation bonds, developer fees, and a district's general fund. Under certain specific conditions, a district may qualify and apply for a release of its local match requirement through a hardship review and approval by the OPSC and the SAB, subject to additional constraints and requirements.

Historically, project funding by the State has been supported through the periodic approval of State bonds for school construction by California voters. In November 2016, California voters approved Proposition (Prop.) 51, authorizing \$7 billion for new construction, modernization, Career Technical Education (CTE), and Charter funding for K-12 facilities.

At this time, the OPSC has reported that all authorized funds for new construction and modernization applications under the SFP have been fully allocated. Therefore, new construction applications received on or after September 12, 2018 and modernization applications received after February 28, 2019 will henceforth be placed on an "Applications Received Beyond Bond Authority" waiting list in the order of date received, which is presented to SAB for acknowledgement, but not approval, and are slated for review once additional funds are made available. In order for a project to qualify for this waiting list for State funds, the governing board of a district is required to adopt a resolution acknowledging the shortfall and the application's inclusion under the "Applications Received Beyond Bond Authority List."

With recognition that bond authority for projects is exhausted, the State placed Proposition 13, the "Public Preschool, K-12, and College Health and Safety Bond Act of 2020," on the March 2020 ballot. Proposition 13 included a \$15 billion facilities bond to replenish facilities funding available to school districts and higher education institutions across the state, with \$9 billion to be allocated for K-12 education. The bond was not approved by voters. At this time, no decision has been made as to when the State will offer to the voters another opportunity for a statewide facilities bond.

CFW continues to monitor grant applications to the State and activities of the SAB for the allocation of eligible State funding. The strategic blending of these programs is required to support the balance of local investment that may be required to fully implement the Master Construct Program. These programs are summarized below as well as the District's current and projected eligibility for program funding. Applications that have been approved by the District and submitted to OPSC are also presented.

5.1.1 STATE AID MODERNIZATION

The SFP Modernization Program provides funds on a 60-40 State and local sharing basis for improvements that enhance existing school facilities. Eligible projects include modifications such as air conditioning, plumbing, lighting, and electrical systems. Applications are submitted to the OPSC in two stages:

1. **Eligibility:** Modernization eligibility is established separately for each school site and requires that permanent facilities be at least 25 years old and portable facilities be at least 20 years old. Students must be enrolled in those facilities based on State classroom loading standards of 25 per classroom for grades K-6 and 27 per classroom for grades 7-8. Once established, site eligibility is not subject to annual review.
2. **Funding:** A district with modernization eligibility may request funding on a 60-40 State grant/local match basis. The 2020 pupil grant is currently \$4,741 for elementary grades and \$5,014 for middle school grades. Eligible costs include design, construction, educational technology, testing, inspection, furniture and equipment. Limited supplemental funding is available for excessive cost such as fire safety and accessibility improvements. Grant levels are periodically reviewed by the State. Program funding is subject to project performance and certification at the completion of construction.

Under Senate Bill 50 (SB 50), the State provides the option of a “Like for Like” approach towards utilizing available modernization eligibility towards new construction. The “Like for Like” approach allows school districts to utilize modernization funding for new construction projects, if the new construction is replacing a facility with a similar facility that requires modernization. These funds do not affect a district’s new construction pupil grant eligibility and are in addition to any available new construction funding. Funds allocated under “Like for Like” would be based on the modernization grant eligibility on a site-by-site basis. The District continues to utilize this approach, where applicable, to augment the amount of funding available to construct replacement school facilities.

Tables 3 and 4 summarize the District’s remaining estimated eligibility for State modernization grants for 311 permanent and 46 portable facilities that by the end of the Program would have been last modernized or placed in service at least 25 or 20 years ago, respectively. Since the December 2019 report, the estimated grant amounts have been updated to reflect the State’s 2020 per pupil grant amounts and have been adjusted to accommodate the District’s FY2019-20 enrollment per school site. At time of an application, the subject school site eligibility will be dependent on enrollment at that time. These amounts exclude any estimated additional grants anticipated beyond the base pupil grants for associated site development costs. All modernization applications require a local match to be provided by the District, unless Financial Hardship is utilized as explained later in this section.

Overall, the total estimated modernization eligibility for permanent classrooms has increased by approximately \$2 million since the December 2019 report, however, the majority of increase is estimated to occur within the later Phase IV (2026-2029) period of the program. As shown in Table 3, the District may be eligible for approximately \$38.7 million in remaining matching modernization grants from

permanent classrooms. Approximately \$16.1 million is currently available through FY2020 for two elementary schools (McAuliffe and Ritche) and two of the middle schools (Haydock and Frank), with Frank having the largest amount of grant eligibility available. Approximately \$5.7 million in grants are estimated to be eligible in the FY 2021-25 period. Most of the remaining eligibility of approximately \$16.19 million is not fully eligible for grant funding until the FY 2026-29 period. To access any of these funds, the District must design and receive DSA project approval prior to the submittal of an application for modernization funding of a facility.

Table 2: Estimated Remaining Modernization Eligibility from Permanent Classrooms: 60/40 Program

School Site	CRMs	Phase I (FY 2013-17)		Phase II (FY 2018-20)		Phase III (FY 2021-25)		Phase IV (FY 2026-29)		Total Amount
		CRMs	Amount	CRMs	Amount	CRMs	Amount	CRMs	Amount	
Brekke	25	0		0		25	\$2,915,715	0		\$2,915,715
Chavez	36	0		0		0		36	\$4,210,008	\$4,210,008
Curren	0	0		0		0		0		\$0
Driffill	0	0		0		0		0		\$0
Elm	0	0		0		0		0		\$0
Frank	44	0		44	\$5,956,632	0		0		\$5,956,632
Fremont	35	0		0		0		35	\$4,738,230	\$4,738,230
Harrington	0	0		0		0		0		\$0
Haydock	32	32	\$4,332,096	0		0		0		\$4,332,096
Kamala	0	0		0		0		0		\$0
Lemonwood	0	0		0		0		0		\$0
Marina West	20	0		0		0		20	\$2,370,500	\$2,370,500
Marshall	26	0		0		0		26	\$3,081,650	\$3,081,650
McAuliffe	25	25	\$3,001,053	0		0		0		\$3,001,053
McKinna	0	0		0		0		0		\$0
Ramona	23	0		0		23	\$2,754,521	0		\$2,754,521
Ritche	24	24	\$2,825,636	0		0		0		\$2,825,636
Rose Avenue	0	0		0		0		0		\$0
Sierra Linda	21	0		0		0		21	\$2,489,025	\$2,489,025
Soria	0	0		0		0		0		\$0
Total	311	81	\$10,158,785	44	\$5,956,632	48	\$5,670,236	138	\$16,889,413	\$38,675,066

*Current dollars

Table 4 demonstrates remaining eligibility of approximately \$2.1 million for portable classrooms that exceed their 20-year life and are eligible for modernization during the term of the Program. To date, approximately \$3.5 million in modernization applications have been submitted to the OPSC for grant reimbursements.

Table 3: Estimated Remaining Modernization Eligibility from Portable Classrooms: 60/40 Program

School Site	CRMs	Phase I (FY 2013-17)		Phase II (FY 2018-20)		Phase III (FY 2021-25)		Phase IV (FY 2026-29)		Total Amount
		CRMs	Amount	CRMs	Amount	CRMs	Amount	CRMs	Amount	
Brekke	0	0		0		0		0		\$0
Chavez	0	0		0		0		0		\$0
Curren	2	0		0		2	\$237,050	0		\$237,050
Driffill	0	0		0		0		0		\$0
Elm	3	0		3	\$355,575	0		0		\$355,575
Frank	0	0		0		0		0		\$0
Fremont	8	8	\$1,083,024	0		0		0		\$1,083,024
Harrington	5	3	\$355,575	2	\$237,050	0		0		\$592,625
Haydock	1	0		0		1	\$155,434	0		\$155,434
Kamala	6	0		5	\$592,625	1	\$118,525	0		\$711,150
Lemonwood	7	6	\$711,150	1	\$118,525	0		0		\$829,675
Marina West	2	0		0		0		2	\$293,942	\$293,942
Marshall	0	0		0		0		0		\$0
McAuliffe	1	1	\$118,525	0		0		0		\$118,525
McKinna	4	4	\$474,100	0		0		0		\$474,100
Ramona	0	0		0		0		0		\$0
Ritchen	0	0		0		0		0		\$0
Rose Avenue	3	0		0		3	\$355,575	0		\$355,575
Sierra Linda	3	0		0		3	\$379,280	0		\$379,280
Soria	0	0		0		0		0		\$0
Total	46	22	\$2,742,374	11	\$1,303,775	10	\$1,245,864	2	\$293,942	\$5,585,955
Submitted Applications										
Project 1 - Fremont		8	\$1,083,024							
Project 1 - McAuliffe		1	\$118,525							
Harrington Kinder Annex				5	\$592,625					
Lemonwood K-8 Portables		6	\$711,150	1	\$118,525					
Elm Portables				3	\$355,575					
McKinna Portables		4	\$474,100							
Total		19	\$2,386,799	9	\$1,066,725	0	\$0	0	\$0	\$3,453,524
Remaining Eligibility		3	\$355,575	2	\$237,050	10	\$1,245,864	2	\$293,942	\$2,132,431

*Current dollars

Wherever possible, the District has attempted to accrue as much State aid eligibility as possible before proceeding with the demolition and reconstruction of eligible facilities, including replacement schools. Since portable classrooms were introduced at specific sites at various dates to accommodate accelerating enrollment in prior periods, not all portable classrooms are eligible for reimbursement at the same time or in the scheduled implementation of the Master Construct Program. Therefore, in certain cases, not all eligibility has been able to be utilized on a project-by-project basis before commencing with the replacement of a facility.

As previously reported in December 2019, should enrollment trends change over time at each site and at the time a modernization application is submitted, the estimated grant amounts may increase or decrease further. In addition, at time of application, additional grant dollars may be garnered by identification of eligible Special Day Class (SDC) pupils per site as SDC pupils are assigned a higher per pupil grant amount than standard pupils. The ability to use all of these grants, however, is contingent on the priority of projects to be funded by the Board, the planned use of these classrooms to house students, available matching funds, sustained enrollment, and the corresponding timeline and schedule adopted as part of the Master Construct Program.

5.1.2 STATE AID NEW CONSTRUCTION

The State's New Construction Program provides State funds on a 50/50 State and local sharing basis for eligible projects that add permanent classroom capacity to a school district. The goal is to add capacity to school districts to house students, including the construction of a new school or the addition of classrooms to an existing school. Applications are submitted to the OPSC in two stages:

1. **Eligibility:** Eligibility for new construction funding is not site specific and is determined by the gap between a district's projected enrollment and its existing permanent classroom capacity. Classroom capacity is based on State loading standards of 25 students per classroom for elementary grades and 27 students per classroom for middle grades. Historical and projected student enrollment, plus approved, but not yet built residential units, are utilized to estimate the gap between the number of future students and the current ability to house students in permanent facilities. Portable classrooms are not counted by the State as being permanently available to house pupils. Until approved for construction, eligibility is subject to annual review.
2. **Funding:** Once eligibility is approved; a district may apply for funding on a 50/50 State grant/local match basis. The 2020 pupil grant is currently \$12,451 for elementary grades and \$13,169 for middle grades and is counted based on each student found to exceed a district's permanent capacity to house students. Eligible costs include design, construction, testing, inspection, furniture and equipment, and other costs closely related to the actual construction of school buildings. Supplemental grants are available for site acquisition, utilities, on/off-site and general site development, and other excessive costs. Grant levels are periodically reviewed by the State.

In review of the District's new construction application for Lemonwood, the OPSC determined the District qualified for remaining new construction pupils at the middle school level and deemed the District eligible to utilize remaining pupil grants at the middle school level for the project requiring a "Use of Grants" mechanism to maximize the potential apportionment for the application. This funding mechanism, known as a "Use of Grants" requires the diversion or reassignment of pupil grants. The "Use of Grants" mechanism does not increase the district's overall number of pupil grants. The total pupil grants utilized for the application included 423 middle school pupils, which translates to approximately \$5.6 million in base pupil grants. An additional \$1.7 million in estimated supplemental grants was included in the application, bringing the total estimated grant for the project to \$7.3 million. The application was approved at the May 2020 State Allocation Board (SAB) meeting for a "unfunded approval". Upon receipt of an unfunded approval, the District submitted a request to the State to participate in the next available priority funding round filing period, which began on May 13, 2020 and ends August 28, 2020. The District will now be eligible for consideration for a priority funding round apportionment by the SAB after August 28, 2020.

On February 26, 2020, the District received a “90-day letter” notification for the Thurgood Marshall application, indicating that the application will be under State review upon conclusion of the 90-day period. This application was estimated to garner approximately \$4.5 million. Given that the District has currently exceeded remaining new construction eligibility, it is recommended that no action be taken with this application at this time. Upon conclusion of the State’s review, the application will be returned to the District. The District will have the option to resubmit the application, however, will lose its place in line.

Table 5 presents the latest ranked order of State workload list applications as of March 31, 2020, to be allocated to fund the remaining applications for the Master Construct projects that await funding and review by the State. As shown, \$66.8 million in applications (beyond the pending Lemonwood and Marshall new construction applications) await funding and review, including \$64.5 million in new construction and \$2.3 million in modernization. Eligibility for these funds continue to be impacted by substantial enrollment decline. Based upon State requirements, a new construction baseline eligibility completed for the District cannot support any new construction applications at this time.

The OPSC has maintained the opportunity for districts to be reimbursed up to five years after the date of construction of new facilities should there be an upswing in enrollment or increased residential development that would justify additional eligibility. Such new eligibility may be documented and applied for reimbursement of previously constructed facilities within the five-year window. In order to utilize this option, however, the State needs to have an ongoing active and fully funded facilities program at that time, otherwise a district may once again be subject to fluctuations in enrollment while waiting in line. This has been the case for the Oxnard School District over the last five years. If enrollment and the consequent eligibility do not rebound in time to access the funding of the remaining applications by the SAB, the District would be in need of additional local funding to make up for the shortfall for future projects not yet being implemented.

Table 4: Estimated State Ranked Funding Order of Submitted District Applications

Projects	Type	Total Grant	Applications Ahead
Lemonwood	New Construction	\$7,267,952	Pending
Marshall	New Construction	\$4,484,704	Pending
	Subtotal	\$11,752,656	
Elm	New Construction	\$9,017,141	\$1,375,955,255
Harrington Kinder Annex	Modernization	\$638,165	\$1,449,283,784
Lemonwood Portables	Modernization	\$829,675	\$1,564,626,986
Ritchen Kinder	New Construction	\$840,861	\$1,893,620,265
Brekke Kinder	New Construction	\$678,482	\$1,894,428,492
McAuliffe Kinder	New Construction	\$896,499	\$1,895,074,340
Lemonwood Use of Grants	New Construction	\$2,048,164	\$1,927,757,471
Elm Use of Grants	New Construction	\$896,472	\$1,929,694,918
Marshall Use of Grants	New Construction	\$1,030,544	\$1,930,527,742
McKinna	New Construction	\$10,751,627	\$1,931,485,118
McKinna Use of Grants	New Construction	\$1,033,433	\$1,941,732,668
Elm Portables	Modernization	\$355,575	\$1,942,692,729
McKinna Portables	Modernization	\$474,100	\$1,943,097,608
Ramona Kinder	New Construction	\$629,766	\$1,947,955,813
Seabridge + Land	New Construction	\$14,337,555	Beyond Authority List
Seabridge Use of Grants	New Construction	\$846,668	Beyond Authority List
Rose Avenue ¹	New Construction	\$21,533,864	Beyond Authority List
	Subtotal	\$66,838,591	
	Total	\$78,591,247	

Note:

1. Estimated grants for Rose Avenue assumes Financial Hardship

5.1.4 FINANCIAL HARDSHIP FUNDING

The State provides a Financial Hardship Program to assist districts that cannot provide all or part of their local match for an approved modernization or new construction SFP project. In Financial Hardship, the State funds its normal grant amount, and if a district is found to be eligible, provides an additional grant amount equal to the portion of the match that would have been required to be funded by a district. This in effect increases the amount of grant funding a district would otherwise receive. To qualify, a district must be charging the maximum developer fee and meet one of the following criteria:

- Bonded indebtedness of 60 percent or greater
- Successful passage of a Prop. 39 Bond
- District total bonding capacity of less than \$5 million

At this time, the Oxnard District has exceeded its net bonding capacity by 60 percent and may be eligible for Financial Hardship.

Under the current Financial Hardship Program, a district must have exhausted all unencumbered capital fund balances available for modernization or new construction at the time of application. In addition, any funds that become available during the time the District is in the Hardship period will reduce the amount of the State’s grant in lieu of the District’s match, proportionally. Audits of available capital facilities funding (e.g., Funds 21, 25, 35) are required throughout the project period that a district is in Hardship funding and at “close out”, or completion of the project. Until approved for construction, eligibility is subject to review every 6 months. A district can apply for both planning and/or construction funds.

Except for land acquisition and some site service costs, 100 percent hardship grant funding does not typically equate to 100 percent of the total development costs associated with the design and construction of an eligible project. Often projects must be phased, alternate methods of construction (e.g. modular) must be employed to achieve the desired space requirement for housing students or additional local funding must be provided thereafter to complete a hardship project.

As pointed out in other cases, the OPSC has implemented a change to the Financial Hardship program requiring that the Financial Hardship period begin on the date of application, regardless of the date an application is reviewed by OPSC or approved by the SAB – restricting its use. This requires that the District sequence projects proposed for Financial Hardship after any and all anticipated and available capital funds are encumbered, which may result in delaying Financial Hardship projects to later implementation phases of the Master Construct Program, once other funds have been exhausted.

A new construction funding application requesting Financial Hardship was submitted to the State in October 2019 for the Rose Avenue project and is currently on the State’s “Beyond Authority List” of acknowledged but not processed applications.

5.1.5 SUBMITTED STATE AID APPLICATIONS

Table 6 presents State aid applications that have been filed with the OPSC and are either in the review process or are awaiting review and funding by the State, totaling approximately \$78.6 million. It also reflects the current pupil grant amounts in effect for 2020 by the SAB and estimated additional anticipated allowances for supplemental grants such as site development and land acquisition costs. The majority of these applications rely on the actual or projected number of students and associated pupil grants available to house those students. The balance relies in large part on the application of a “use of grants” provision allowed by the SFP to accelerate additional funding by applying for additional grants to be used in the construction of a school facility. The “use of grants” approach allows a district to utilize higher pupil loading standards than the State standard on its funding application, as long as those standards are within the approved district’s teacher contract and do not exceed 33 pupils per classroom. A district is not required to actually load the classroom at the higher local standard when built.

Table 5: Submitted State Aid Applications

Projects	Type	Standard Pupils	K-6	7-8	SDC Pupils	Non Severe	Severe	Est. Base Grant	Est. Sup. Grant	Total Est. Grant
Lemonwood	New Const.	423	0	423	0	0	0	\$5,570,487	\$1,697,465	\$7,267,952
Marshall	New Const.	316	100	216	0	0	0	\$4,089,604	\$395,100	\$4,484,704
Elm	New Const.	600	600	0	13	13	0	\$7,774,787	\$1,242,354	\$9,017,141
Harrington Kinder Annex	Mod.	125	125	0	0	0	0	\$592,625	\$45,540	\$638,165
Lemonwood Portables	Mod.	175	175	0	0	0	0	\$829,675	\$0	\$829,675
Ritchen Kinder	New Const.	0	0	0	18	0	18	\$629,766	\$211,095	\$840,861
Brekke Kinder	New Const.	0	0	0	18	0	18	\$629,766	\$48,716	\$678,482
McAuliffe Kinder	New Const.	0	0	0	18	0	18	\$629,766	\$266,733	\$896,499
Lemonwood Use of Grants	New Const.	160	82	78	0	0	0	\$2,048,164	\$0	\$2,048,164
Elm Use of Grants	New Const.	72	72	0	0	0	0	\$896,472	\$0	\$896,472
Marshall Use of Grants	New Const.	80	32	48	0	0	0	\$1,030,544	\$0	\$1,030,544
McKinna	New Const.	675	675	0	35	26	9	\$9,327,682	\$1,423,945	\$10,751,627
McKinna Use of Grants	New Const.	83	83	0	0	0	0	\$1,033,433	\$0	\$1,033,433
Elm Portables	Mod.	75	75	0	0	0	0	\$355,575	\$0	\$355,575
McKinna Portables	Mod.	100	100	0	0	0	0	\$474,100	\$0	\$474,100
Ramona Kinder	New Const.	0	0	0	18	0	18	\$629,766	\$0	\$629,766
Seabridge + Land	New Const.	575	575	0	13	13	0	\$7,463,512	\$6,874,043	\$14,337,555
Seabridge Use of Grants	New Const.	68	68	0	0	0	0	\$846,668	\$0	\$846,668
Rose Avenue ¹	New Const.	675	675	0	35	26	9	\$18,655,364	\$2,878,500	\$21,533,864
Total		4,202	3,437	765	168	78	90	\$63,507,756	\$15,083,491	\$78,591,247
<i>Total New Construction Pupils Used</i>		<i>3,727</i>	<i>2,962</i>	<i>765</i>	<i>168</i>	<i>78</i>	<i>90</i>			
<i>Total Modernization Pupils Used</i>		<i>475</i>	<i>475</i>	<i>0</i>	<i>0</i>	<i>0</i>	<i>0</i>			

Note:

1. Estimated grants for Rose Avenue assumes Financial Hardship

At this time, the District has submitted 18 applications awaiting State reimbursement and one application (Rose Avenue) requesting Financial Hardship totaling approximately \$78.6 million. An application for approximately \$7.3 million for the Lemonwood Reconstruction Project received an “unfunded approval” by the SAB in May 2020, allowing the District the ability to participate in the next priority funding round, with a SAB apportionment anticipated after August 28, 2020. Due to the insufficient eligibility at time of review by the State, the Marshall new construction application (\$4.5 million) is anticipated to be returned to the District by the State. The District will have the option to resubmit the Marshall application, which

would result in the application being placed in line for future review and subject to the District regaining its funding eligibility. The funding amounts from remaining applications awaiting review assume the District is able to regain or maintain its previous enrollment; otherwise any shortfall will need to be funded from local sources under the Basic Strategy.

Over the next six months, the team will continue to monitor application status with OPSC and respond to any new opportunities, exceptions and review notices received in order to keep the District as informed as possible on any needs for program adjustments. The remaining improvements under the Master Construct Program for the K-5 schools and for the K-8 schools are at risk of being further delayed or substantially reduced if enrollment continues to decline or the State continues to delay the processing or approval of submitted State aid applications

5.2 DEVELOPER FEES

Developer fees levied on new residential and commercial construction in a school district attendance area are permissible under State Education Code, Section 17620 and may be used to meeting the District's match requirement for eligible State assistance projects. The purpose of these fees is to offset the student enrollment impact that would be generated by new development. Fees may be used to fund the construction of new school facilities, the modernization of existing facilities, or the reopening of closed facilities. The regulations also permit an inflation-based increase in developer fees every two years based on changes in the Class B construction index. There are three levels of developer fees that can be assessed:

- **Level 1** fees are established by statute and adjusted by the State Allocation Board and are currently \$4.08 per square foot of residential development and \$0.66 per square foot of commercial and industrial development
- **Level 2** fees constitute up to 50% of the State allowed cost for construction and sites, if the school district meets specified eligibility tests and assumes that the will State pay for the other 50% of cost through the SFP
- **Level 3** fees are the same as Level 2, but include the State's 50% share as well, but only when the State declares it is out of funds for new construction

A fee justification study must be completed in order to levy Level 1 or Level 2 fees and in the event that the State declares that it is out of new construction state grant funds, the same report may allow the District to levy Level 3 fees. At the Program's inception in 2013, approximately \$3.4 million in developer fee fund balance was allocated to the Program. Since the initial \$3.4 million allocated to the Program in 2013, the District has collected approximately \$8.3 million in additional developer fee revenues as of April 30, 2020, for a grand total of \$11.6 million in collected revenues.

In April 2020, the District adopted a Residential and Commercial/Industrial Development School Fee Justification Study prepared by Cooperative Strategies that established the justification for collecting Level 1 fees. Based on the District's fee sharing agreement with the Oxnard Union High School District, the District collects 66% of the maximum Level 1 fees, or \$2.69 per square foot for residential and \$0.436 per square foot for commercial.

To establish a nexus and a justifiable residential School Fee level, the Study evaluated the number and cost of new facilities required to house students generated from future residential development within the School District. Based on data provided by the Southern California Association of Governments, approximately 8,199 additional residential units could be constructed within the District's boundaries through calendar year 2035. Of these 8,199 future units, 5,165 are expected to be single family detached and 3,034 are expected to be multi-family attached units. By dividing the total amount of anticipated units (8,199) by the buildout period (15 years), it is anticipated that approximately 547 units may be built each year from 2020 through 2035. This average buildout and the corresponding square footage of new residential development is the basis for the anticipated annual developer fees revenues to be realized by the District during this period. Based on the current Level 1 fee of \$2.69 per square foot of new residential development and the total square footage of approximately 1.2 million resulting from the construction of 547 units, the District would expect to receive an estimated \$3.2 million in developer fees annually.

In April 2020, the District adopted a School Facilities Needs Analysis, prepared by Cooperative Strategies to establish and justify the collection of Level 2 developer fees at a rate of \$3.83 per square foot for all new future residential units built within the District's boundaries. Using available County and local data, the Study estimates that only 2,215 residential single and multi-family homes, totaling 3,396,821 square feet, will be built in the District over the next five years. For the five-year period being examined, this would equate to approximately 443 new residential units per year instead of the 547 unit average calculated in the Level 1 Study. The resulting expected revenue from Level 2 developer fees for this five-year period is approximately \$13 million or \$2.6 million per year starting in 2020-21 fiscal year. The District is required to complete an annual update to the Level 2 Study in order to continue collecting Level 2 fees, at which time this analysis will be reevaluated. Accounting for the long-term projections of development provided by Cooperative Strategies, the Program assumes that development will pick up over time and that the overall number of units to be built during Program's remaining duration will equate to the totals projected in the 2020 Residential and Commercial/Industrial Development School Fee Justification Study completed by Cooperative Strategies.

Since the initial \$3.4 million allocated to the Program in 2013, the District has collected approximately \$8.3 million in additional developer fee revenues as of April 30, 2020, for a grand total of \$11.6 million in collected revenues. Based on the projections provided by Cooperative Strategies in the 2020 Residential and Commercial/Industrial Development School Fee Justification Study and 2020 School Facilities Needs Analysis, it is estimated that the District will collect approximately \$56.5 million in developer fees over the life of the bonds using the current Level 2 fee of \$3.83.

The District is required to complete a biennial update to the Level 1 Study in order to continue collecting Level 1 fees for the next two years. Similarly, the District is also required to complete an annual update to the Level 2 Study in order to continue collecting Level 2 fees for the next year.

5.3 GENERAL OBLIGATION BONDS

The District has used local General Obligation (G.O.) bonds previously to fund major school facility improvements and has been successful in making use of public financing options and garnering

community support to improve school facilities. These G.O. bonds are secured by an annual levy on all taxable parcels within the boundaries of a school district. The levy is based on the assessed value of a parcel as determined by the County, pursuant to Prop. 13. Traditionally, G.O. bonds carry far lower interest and issuance costs than other financing options. Buyers of most California school bonds receive an exemption from state and federal taxes on the interest portion of the bonds purchased, allowing for a lower rate of interest to finance improvements over time.

The Master Construct and Implementation Program utilizes two local G.O. bond measures: Measure “R” approved by voters in 2012 and Measure “D” approved by voters in 2016. Measure “R” authorized the sale of \$90 million in G.O. bonds and has been used in combination with other local funds to support the reconfiguration of school facilities, provide the local funding to reconstruct Harrington, Elm, and Lemonwood, and to provide additional grade 6-8 capacity at Marshall. To date, all G.O. bonds from the Measure “R” authorization have been sold and the District is awaiting State reimbursements from the above projects to fund additional facility improvements.

Measure “D” was approved by voters on November 8, 2016 and authorized \$142.5 million in G.O. bonds to fund additional school improvements as part of Phases 2, 3 and 4 of ongoing facilities improvements. On March 15, 2017, the District sold \$81.0 million in G.O. bonds, Series 2017A, to strong investor demand. The bonds had a total interest cost of approximately 4.21% and a term of 30 years. The total gross debt service for the bond issuance is \$172.7 million, resulting in a debt repayment ratio of 2.13 to 1, well below the 3.36 to 1 estimated to voters. This is also below the required payback ratio required by law of 4 to 1. Proceeds from the Series 2017A bond issuance are funding a portion of Phase 2 of the ongoing new school construction and classroom modernization program and will also be used to meet the local match requirement for State SFP grants and leverage reimbursements from State Aid matching grants. On March 29, 2018, the District concluded the sale of \$14 million in G.O. Bonds, Series 2018B to strong investor demand. The Series B bonds carry a true interest cost of 4.15% and a term of 30 years. The total gross debt service for the bond issuance is approximately \$30.3 million, resulting in a debt repayment ratio of 2.22 to 1, well below the 3.36 to 1 estimated to voters and the maximum level of 4 to 1 the State deems acceptable for similar bond issuances. Proceeds from the Series 2018B bond issuance were used to fund projects underway and to provide the local match for eligible SFP matching State grants. Delays in the receipt of funding under Prop. 51 have necessitated the District to utilize local funding sources exclusively to date.

Combined with the District’s Series 2017A bonds, approximately \$95.1 million in Measure “D” bonds have been issued to date, leaving approximately \$47.5 million in remaining Measure “D” bond authorization.

Table 6: Summary of Measure D Bond Sales to Date

	Series 2017A	Series 2018B
Par Amount	\$81.0 million	\$14.0 million
Total Debt Service	\$172.7 million	\$30.3 million
Repayment Ratio	2.13 to 1	2.16 to 1
Average Interest Rate (TIC)	4.21%	4.15%
2019-20 Tax Rate to Repay Outstanding Measure "D" Bonds	\$28.00 per \$100,000 AV	

On December 5, 2019, District staff, CFW, and the financing team sold \$27.2 million in refunding G.O. bonds, the proceeds of which were used to refinance a portion of previously issued Measure “R” G.O. bonds as well as outstanding G.O. bonds issued from the District’s 1997 Election authorization. Historically low interest rates in the taxable municipal bond market allowed this transaction to occur, garnering \$3 million in debt service savings over the life of the bonds and a percentage savings of 8.45% of the refunded bonds. The refunding bonds had a total interest cost of approximately 3.02%, well below the previous average interest rate of 5.09% on the refunded bonds. This resulted in savings to district taxpayers by realizing a lower interest rates.

In April 2020, the District Board approved the legal documents necessary for a potential refunding G.O. bond transaction in 2020. District staff and CFW will continue to monitor the municipal market to determine the optimum timing for the sale of these bonds as well as future refunding opportunities for the benefit of the District and its taxpayers.

5.3.1 AVAILABILITY OF FUTURE BOND FUNDING

Potential future funding from Measure “D” is determined in large part by three primary components: (i) statutory bonding capacity; (ii) assessed valuation (AV); and, (iii) the \$30 tax rate allowance under Prop. 39. State law governs how much long-term principal debt California school district may carry at any one time. Unless a waiver is processed by the California Department of Education and approved by the State Board of Education, the statutory bonding capacity, or debt limit of an elementary school district is equal to 1.25% of the total district assessed value of all taxable properties within the district’s boundaries.

Based on the District’s assessed value of \$14.1 billion for fiscal year 2019-20, the District’s statutory 1.25% gross bonding capacity is estimated at \$175.8 million. To comply with the California Education Code and issue additional bonds, the District applied to CDE and was granted a waiver in March of 2017 authorizing the District to exceed its bonding limit of 1.25% to an amount equal to 2.12% (or less) of total assessed valuation at the time of bond issuance. The waiver has an expiration date of August 1, 2025. In Table 8, the District’s gross bonding capacity as of FY 2019-20 is approximately \$298.1 million, of which to date \$259.5 million is currently outstanding in principal amount from prior bond sales. As a result, the District’s remaining net bonding at this time is estimated at \$38.6 million. The District’s net bonding capacity is expected to increase as assessed value increases and outstanding principal debt is repaid in the coming years.

Table 7: Bonding Capacity Analysis

BONDING CAPACITY ANALYSIS	
As of May 1, 2020	
ASSESSED VALUATION (2018-19)	
Secured Assessed Valuation	\$13,296,280,148
Unsecured Assessed Valuation	\$766,628,545
Total Assessed Valuation	\$14,062,908,693
DEBT LIMITATION	
Total Assessed Valuation	\$14,062,908,693
Applicable Bond Debt Limit with Waiver ⁽¹⁾	2.12%
Bonding Capacity	\$298,133,664
Outstanding Bonded Indebtedness	\$259,542,279
NET BONDING CAPACITY	\$38,591,385
% of Capacity Currently Used	87.06%
⁽¹⁾ 2017 Debt Waiver	
HARDSHIP ANALYSIS	
Hardship Requirement	60.00%
Statutory Bonding Capacity (1.25%)	\$175,786,359
Outstanding Bonded Indebtedness	\$259,542,279
% of Statutory Capacity Currently Used	147.65%

The District’s assessed valuation serves as the source from which tax revenues are derived for purpose of repaying bond debt service. As assessed value grows, so too the District’s ability to repay a greater amount of bond debt service and therefore its ability to issue additional bonds. Table 9 presents a history of the District’s assessed valuation. Historically, assessed value has increased with some minimal periods of decline. During the early to late 2000s, the District experienced assessed value growth ranging from approximately 9 to 14 percent annually. This coincided with a period of strong economic performance statewide. Conversely, as the economy contracted during the Great Recession, the District’s assessed valuation experienced periods of contraction in FY2010 through FY2012. Overall, assessed valuation growth averaged 5.4 percent annually over the last 18 years. Most recently, over the last 5-year period, the annual assessed valuation growth rate has averaged 4.5 percent. While annual assessed valuation growth has slowed compared to the mid-2000s, it may indicate a more sustainable pace of economic expansion within the District.

Table 8: Historical Assessed Valuation

Historical Assessed Value		
Fiscal Year	Total	% Δ
2002	\$5,456,598,521	-
2003	\$5,963,113,197	9.3%
2004	\$6,635,172,071	11.3%
2005	\$7,583,558,704	14.3%
2006	\$8,657,971,155	14.2%
2007	\$9,931,635,061	14.7%
2008	\$10,883,340,116	9.6%
2009	\$10,923,360,081	0.4%
2010	\$10,256,972,528	-6.1%
2011	\$10,222,956,307	-0.3%
2012	\$10,128,841,659	-0.9%
2013	\$10,224,776,805	0.9%
2014	\$10,523,302,599	2.9%
2015	\$11,258,539,314	7.0%
2016	\$11,811,053,863	4.9%
2017	\$12,231,081,218	3.6%
2018	\$12,813,934,964	4.8%
2019	\$13,410,386,931	4.7%
2020	\$14,062,908,693	4.9%
5-Year Annualized Average		4.5%
10-Year Annualized Average		3.2%
18-Year Annualized Average		5.4%

The availability of future bond funds is dependent on the District’s assessed valuation growth to accommodate the Prop. 39 tax rate allowance of \$30 per \$100,000 of assessed value for elementary school districts in California. Based on Prop. 39, under which Measure “D” was held, the District is legally permitted to sell bonds up to the amount authorized by voters, so long as the bonds may be reasonably supported by a maximum tax rate per year of \$30 per every \$100,000 of assessed property value. The tax rate to repay the outstanding Measure D bonds commenced in fiscal year 2018-19; for the current fiscal year 2019-20, the County is levying a rate of \$28.00 per \$100,000 of assessed property value, below the legally permitted \$30 tax rate.

Figure 5 presents the amount of bonds issued to date and the amount that may be issued in the future assuming certain conditions. First, it is assumed that assessed value will continue to grow at 80 percent of its last five-year average rate, or 4 percent per year. It also assumes that the repayment of any new bonds to be sold will not exceed the \$30 per \$100,000 assessed valuation tax rate. Bond terms are assumed to be 30 years. Figure 6 illustrates the estimated timing and size of remaining bond issuances in support of the Master Construct Program. In total \$47.5 million in authorization remains from Measure “D” which may be issued as indicated over three bond sales, if needed.

Figure 5: Estimated Timing and Sizing of Measure D Bond Issuances as of December 2018 Report

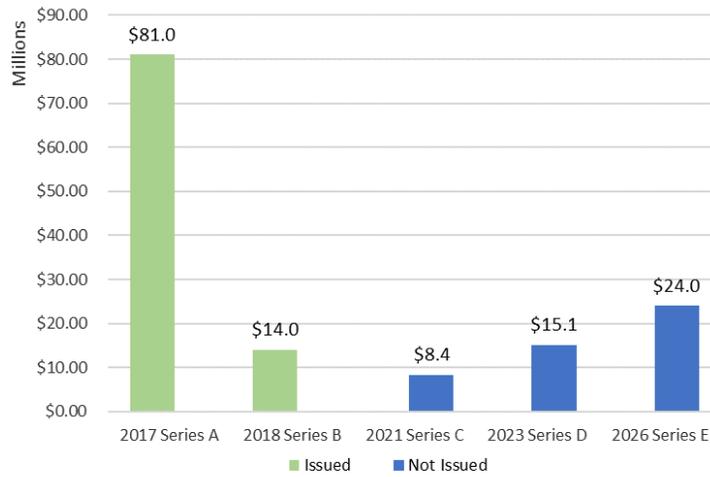
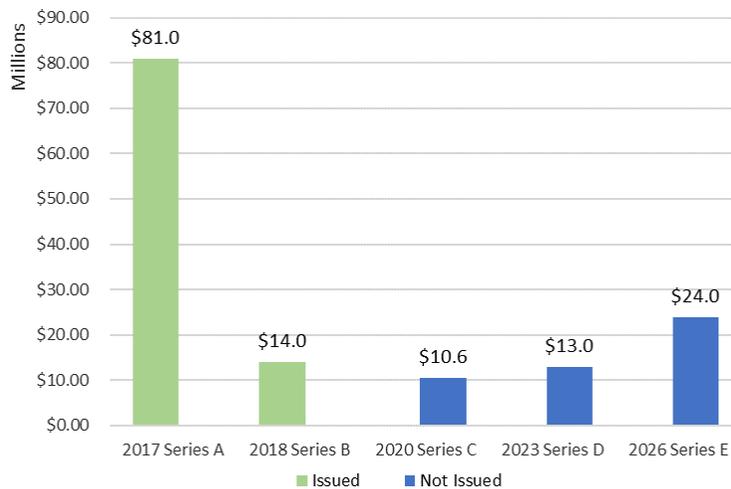


Figure 6: Estimated Timing and Sizing of Accelerated Measure D Bond Issuances



Alternatively, the District may have the opportunity to accelerate the next issuance of bonds to mitigate the effect of delays of State aid reimbursement receipts, if needed. For example, the District currently has the capability to issue up to \$10.6 million in new Series C bonds from the Measure “D” authorization today. The availability of additional funds is credited to the District’s recent growth in assessed valuation and current interest rates for similarly rated California school districts. Instead of waiting for the planned issuance of bonds in 2021, the District could issue bonds today and provide additional local funding to continue implementing the program and reducing delays from the State’s prolonged approval process for State aid reimbursements. To access the bond proceeds and to conform to the Program’s constraints such as the \$30 tax rate, the District would have to utilize Capital Appreciation Bonds (CABs). CABs are bonds that may defer principal and interest repayments in order to better accommodate debt service repayment requirements and available tax revenues. As such, they tend to require a higher rate of interest for

repayment. This may increase the overall cost of borrowing; however, the overall program has benefited from lower than expected interest rates and it is estimated based on current market conditions that the total repayment ratio for all Measure D bonds will be approximately 2.20 to 1 which is lower than the overall repayment ratio of 3.36 to 1 estimated to voters at the time of the election. It is estimated that the balance of the Measure D authorization will be issued over two future tranches currently scheduled for 2023 and 2026, subject to Board review and approval.

There is a proposed amendment to the California Constitution that has qualified for the November 2020 Presidential election. The so called “Schools & Communities First” initiative (the initiative) may increase the District’s ability to accelerate the issuance of bonds in the future. This change is a revision to the formula used to assess the value of commercial and industrial properties for the purpose of calculating property taxes. The ballot initiative has qualified for the November 2020 ballot and would create a “split tax-roll” in which most residential properties would continue to be subject to limits on the annual increase in assessed value while commercial and industrial properties would be assessed at market value. This could result in a dramatic one-time increase in the District’s assessed value that would create additional taxing and bonding capacity for the District. If approved by voters, the increase in the overall tax base is anticipated to occur in fiscal year 2021-22.

5.3.3 ADDITIONAL G.O. BOND AUTHORITY REQUIRED TO MITIGATE SFP FUNDING

Proposition 39 authorizes school districts to issue new bonds upon a 55% affirmative vote by the local electorate in a regularly scheduled election. For an elementary school district, the maximum tax rate to be levied at the time bonds are sold must not exceed \$30 per \$100,000 of assessed value. In addition, districts must agree to be subject to certain conditions, including the establishment of a project list, an independent citizens’ oversight committee, and annual performance and financial audits. The Oxnard School District has a history of conducting Proposition 39 elections and issuing bonds consistent with these requirements.

Last fall, the District requested an update of the Master Construct Program, including an analysis of existing conditions, options to enhance the scope of the Master Construct Program and equity at remaining school sites, and present options for Board consideration. As part of that development process the District held three Board workshops to discuss the scope and potential funding sources for additional improvements to the balance of the schools.

Workshop 1 was held in October 2019 and included a background review of the District’s education program and anticipated facility requirements, enrollment trends, classroom capacity, current support facilities and site conditions, status of Master Construct projects, and a review of existing funding sources. Workshop 2 was held in December 2019 and focused on school site capacity and site configuration, considerations for improvements, program requirements, and options for new construction and facilities replacement/renovation or reconfiguration. Workshop 3 was held in May 2020 and an analysis of anticipated funding sources to match estimated budget and proposed improvement schedules discussed at Workshops 1 and 2.

As discussed at Workshop 3, a new general obligation bond may be structured to meet the above requirements and mitigate the delay or future lack of State aid funding of proposed projects. Based on the estimated impact identified in Table 10, there is a need to authorize approximately \$173.1 million in bonds to meet the local match requirement for State facility grants or to fund proposed improvements directly. Figure 7 demonstrates a projected Proposition 39 bond sales program over time. Assuming that the District’s assessed valuation continues to grow at an annual average of 4.0 percent and that the District implements the maximum tax rate of \$30 per \$100,000 of assessed value allowed by Proposition 39 over a 30-year term for each bond sale, the District could generate approximately \$173.1 million in bond proceeds over a projected 8 year period based on current market conditions.

Table 9: Proposed Project Uses for Expanded Local Funding Strategy

Project	Est. Total Remaining Amount
State Aid Reimbursement Delays	
Driffill K-8 (MPR)	\$6,913,427
Chavez K-8 (MPR)	\$6,913,427
Curren K-8 (MPR)	\$6,913,427
Kamala K-8 (MPR)	\$6,913,427
Brekke ES (MPR/Support)	\$1,156,930
Ramona ES (MPR/Support)	\$2,047,625
McAuliffe ES (Modernization)	\$4,959,744
Ritchen ES (Modernization)	\$4,905,850
Subtotal	\$40,723,857
Lack of SFP Financial Hardship Funding	
Rose Avenue Reconstruction	\$30,680,582
Frank Modernization	\$9,023,903
Subtotal	\$39,704,485
Middle School Reconstruction (Current SFP Eligibility: 0)	
Fremont Reconstruction	\$63,912,757
Subtotal	\$63,912,757
Total Projects	\$144,341,099
Program Reserve (18.5%)	\$26,821,974
Total	\$171,163,073

Assuming bond sales as provided below, bond series are structured to allow projected assessed valuation growth between bond issuances so that required tax rates for bond repayments stay within the estimated Proposition 39 rate of \$30 per \$100,000 of assessed valuation. Recognizing that prevailing law and market conditions may change over time, the first bond series is estimated to generate approximately \$51.03 million in Series A bonds and \$82.05.3 million and \$40.25 million in Series B and C bonds, respectively over an eight-year period. Subject to prioritization by the Board, this may allow the District to further expand the Basic program, as illustrated in Table 10, by providing additional local funds to the Program in anticipation of further delays or in lieu of projected State aid reimbursements due to enrollment decline.

Figure 7: Estimated Timing and Sizing of New G.O. Bond Authorization Issuances



**Assumes 4% annual AV growth and average interest rate of 3.5%*

The Board decided at its June 4, 2020 meeting to delay the consideration of additional facilities improvements beyond the current Master Construct Program to a future date and will not be placing a measure on the November 2020 ballot.

5.4 PROGRAM EXPENDITURES TO DATE

A budget and expenditure tracking protocol has been established and utilized for projects currently being implemented. As of the December 2019 Semi-Annual Report, the total budget was approximately \$243.2 million for projects under current implementation, inclusive of the program reserve. Any changes to sources, uses, and schedules included in this report have considered actual District expenditures for the respective projects and are tracked against established project budgets. As needed, the program reserves and estimated ending fund balance will be utilized to accommodate unforeseen but required budget adjustments.

Table 11 provides a summary report of expenditures made for the Program during the period July 1, 2012 – May 31, 2020 totaling approximately \$201.6 million. Expenditures made after this period will be accounted for in the next Semi-Annual update. The District’s financial system accounts for expenditures by Fiscal Year (July 1 – June 30) and are used in reporting these expenditures. The report is organized by Fiscal Year and includes expenditures across various construction funds. It should be noted that expenditure reporting is based on the budget approved as part of the December 2019 Semi-Annual Report. Once the recommended budget adjustments are approved as part of this June 2020 report, subsequent expenditure reports will reflect the revised budget value.

From July 1, 2012 through May 31, 2020, the District disclosed expenditures of approximately \$33.6 million for additional facilities improvements not identified in the Master Construct. Of the total, \$12.8 million were expended for eligible projects prior to the adoption of the January 2013 Implementation Plan beginning with \$3.7 million of Developer Fee Fund balances, plus additional expenditures thereafter which

were planned for State aid reimbursement. Given the deferral of State reimbursements, these expenditures are now being subsumed into the Master Construct Program until such time that State aid reimbursement becomes available. Eligible improvements included, but are not limited to, replacement or addition of relocatable facilities, improvements and DSA closeout of prior projects, District energy efficiency improvements, and other facility improvements. The remaining \$20.8 million in expenditures outside of the Program were funded by the District’s prior Measure M bond program.

Expenditure reports related to the current bond programs are made available for review by the Citizens’ Oversight Committees and expenditures are audited annually for the Board’s review.

Table 10: Estimated Expenditures to Date for Projects Under Implementation

Project	Adopted Budget	Fiscal Year Expenditures								Total
		2012-13	2013-14	2014-15	2015-16	2016-17	2017-18	2018-19	2019-2020 ¹	
Acquire Site New Elem K-5	\$7,773,653	\$7,669,277	\$34,158	\$0	\$46,736	\$16,375	\$575	(\$575)	\$0	\$7,766,546
Doris/Patterson Acquire Land	\$9,192,500	\$0	\$0	\$0	\$75,251	\$204,270	\$8,904,117	\$12,186	\$0	\$9,195,824
Doris/Patterson LAFCO Planning	\$800,572	\$0	\$14,625	\$37,345	\$29,564	\$143,677	\$254,378	\$14,400	\$7,041	\$501,031
Design & Reconstruct Harrington Elem K-5	\$23,846,732	\$145,870	\$1,493,014	\$12,214,181	\$9,697,329	\$224,482	\$2,431	\$0	\$0	\$23,777,307
Design & Reconstruct Lemonwood Elem K-8	\$42,171,543	\$144,365	\$854,588	\$1,450,521	\$1,746,464	\$15,506,705	\$14,836,742	\$6,967,060	\$386,479	\$41,892,924
Design & Reconstruct Elm Elem K-5	\$32,872,208	\$0	\$372,068	\$1,192,100	\$341,841	\$3,322,005	\$13,221,075	\$13,245,192	\$1,164,526	\$32,858,808
Design & Construct Seabridge K-5	\$28,568,432	\$0	\$0	\$0	\$0	\$165,024	\$1,782,579	\$454,849	\$406,577	\$2,809,030
Design & Reconstruct McKinna K-5	\$36,558,911	\$0	\$0	\$0	\$0	\$663,108	\$1,883,937	\$16,641,621	\$13,914,283	\$33,102,948
Design & Reconstruct Rose Avenue K-5	\$3,681,670	\$0	\$0	\$0	\$0	\$55,684	\$1,100,047	\$906,921	\$0	\$2,062,653
Design & Reconstruct Marina West K-5	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Design & Construct Doris/Patterson K-5	\$491,496	\$0	\$0	\$0	\$421,765	\$0	\$0	\$70,538	\$0	\$492,303
Design & Construct Doris/Patterson 6-8	\$270,791	\$0	\$0	\$0	\$0	\$0	\$0	\$273,924	\$0	\$273,924
Design & Improve K-5 Kindergarten Facilities										
Ritche	\$558,160	\$14,881	\$70,535	\$350,462	\$116,773	\$119	\$0	\$0	\$0	\$552,769
Brekke	\$276,432	\$11,710	\$57,328	\$199,455	\$6,513	\$112	\$0	\$0	\$0	\$275,118
McAuliffe	\$323,548	\$11,352	\$86,731	\$214,451	\$8,898	\$107	\$0	\$0	\$0	\$321,540
Drifill	\$351,773	\$51,334	\$56,711	\$242,911	\$0	\$817	\$0	\$0	\$0	\$351,773
Total K-5 Kindergarten Facilities	\$1,509,913	\$89,278	\$271,305	\$1,007,278	\$132,184	\$1,155	\$0	\$0	\$0	\$1,501,200
Design & Construct Science Labs/Academies										
Chavez	\$650,920	\$17,486	\$168,643	\$443,527	\$19,273	\$182	\$0	\$0	\$0	\$649,111
Curren	\$600,333	\$16,821	\$118,569	\$445,546	\$17,485	\$176	\$0	\$0	\$0	\$598,596
Kamala	\$621,562	\$17,235	\$155,202	\$428,882	\$18,299	\$186	\$0	\$0	\$0	\$619,805
Haydock	\$1,081,764	\$63,563	\$300,606	\$664,572	\$23,810	\$25,687	\$1,000	\$0	\$0	\$1,079,239
Fremont	\$1,904,348	\$85,001	\$510,519	\$1,209,212	\$12,709	\$83,718	\$0	\$0	\$0	\$1,901,158
Total Science Labs/Academies	\$4,858,926	\$200,106	\$1,253,539	\$3,191,739	\$91,576	\$109,948	\$1,000	\$0	\$0	\$4,847,908
Project 1 Remaining Adjustment	\$0									
Kindergarten Flex Classrooms										
Brekke	\$1,926,268	\$0	\$0	\$0	\$0	\$0	\$920,539	\$988,381	\$0	\$1,908,920
McAuliffe	\$2,551,273	\$0	\$0	\$0	\$0	\$0	\$753,650	\$1,706,550	\$14,054	\$2,474,254
Ramona	\$2,190,472	\$0	\$0	\$0	\$0	\$0	\$147,841	\$1,897,160	\$144,929	\$2,189,930
Ritche	\$2,709,074	\$0	\$0	\$0	\$0	\$0	\$722,074	\$1,700,031	\$178,170	\$2,600,275
Total Kindergarten Flex Classrooms	\$9,377,088	\$0	\$0	\$0	\$0	\$0	\$2,544,105	\$6,292,121	\$337,154	\$9,173,379
Kindergarten Annex Improvements										
Harrington	\$3,208,487	\$0	\$0	\$26,970	\$110,261	\$60,619	\$1,825,529	\$1,177,416	\$6,952	\$3,207,746
Lemonwood	\$3,655,246	\$0	\$0	\$22,535	\$31,832	\$34,311	\$27,713	\$167,172	\$2,884,522	\$3,168,085
Total Kindergarten Annex Improvements	\$6,863,733	\$0	\$0	\$49,505	\$142,094	\$94,930	\$1,853,242	\$1,344,588	\$2,891,474	\$6,375,832
Marshall K-8 12 Classroom Addition	\$11,974,262	\$0	\$0	\$78,965	\$551,862	\$168,209	\$4,052,737	\$5,344,163	\$1,814,815	\$12,010,751
Planning related to MPRs for P/P K-8 Schools	\$175,000	\$0	\$0	\$0	\$204,980	(\$35,668)	(\$2,401)	\$0	\$0	\$166,911
Drifill MPR	\$76,058	\$0	\$0	\$0	\$0	\$0	\$0	\$76,938	\$0	\$76,938
Technology Phase 1	\$12,183,030	\$1,292,769	\$7,529,853	\$2,170,060	\$269,612	\$920,735	\$0	\$0	\$0	\$12,183,030
Technology Phase 2	\$214,699	\$0	\$0	\$0	\$0	\$62,869	\$185,616	\$15,972	(\$123,098)	\$141,359
Drifill Construct Kindergarten Classrooms	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
McAuliffe 21st Century Modernization	\$991,949	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$110,537	\$110,537
Ritche 21st Century Modernization	\$981,170	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$113,408	\$113,408
Program Planning	\$150,474	\$150,000	\$474	\$0	\$0	\$0	\$0	\$0	\$0	\$150,474
Program Reserve	\$7,659,879									
TOTAL	\$243,244,688	\$9,691,666	\$11,823,625	\$21,391,694	\$13,751,259	\$21,623,508	\$50,620,180	\$51,659,899	\$21,023,196	\$201,585,027

Notes:
1. Fiscal Year 2019-20 expenditures are as of May 31, 2020
2. Budgets have been adjusted per the December 2019 Master Construct and Implementation Program approved by Board
3. Figures presented above are unaudited
4. Approximately \$7.7 million in reported FY2017-18 expenditures for the Doris/Patterson Acquire Land was paid out of COP funds

MASTER BUDGET & SCHEDULE

The Master Construct and Implementation Program provides a consolidated master budget and schedule which merges and integrates proposed projects reliant on the funds from the Measure “R” and Measure “D” bond programs and other local sources including developer fees, Mello Roos funds, pending State aid reimbursements and capital program balances. The Program also seeks to maximize State aid reimbursements for modernization and construction of school facilities as State funds become available.

The Master Construct Program is proposed to be implemented in four improvement phases which commenced in 2013 and are anticipated to be complete in 2029. The total adopted budget for all phases is approximately \$437.9 million, inclusive of a Program Reserve to accommodate changes in program as mandated from time to time by the State and as may be needed to accommodate local program requirements. Each project is unique in its scope, schedule, and amount of funding. All projects must be addressed with the amount of available funding. The budget represents an “all-in” master program budget that combines hard construction costs (e.g. bricks, mortar, steel, etc.) with anticipated soft costs (e.g., design fees, contractor’s fees, consulting services, testing and inspection services, agency approval fees, etc.) resulting in the total “all-in” cost estimated to fully implement the Program.

The following components update the Board on the status of the previously adopted Master Budget, schedule and timeline as of the December 2019 six-month review and provide recommended adjustments for the next six-month period. A budget increase adjustment to the Marshall New Classroom building project is recommended to accommodate negotiated additional costs from the contractor related to the delay of construction due to DSA requests. This project increase is offset by use of available program reserves. An overall decrease in funding sources is anticipated primarily due to increased estimated interest earnings offsetting decreased State aid funding and developer fees.

6.1 ADOPTED MASTER CONSTRUCT AND IMPLEMENTATION PROGRAM BUDGET

Table 12 presents the adopted Master Construct Program budget as of December 2019 and identifies available sources of funding and anticipated expenditures. The total adopted budget for all proposed four phases is approximately \$437.9 million and is funded from a combination of local and State resources. A Program Reserve is included for Phases 2 through 4 to accommodate changes in program as mandated from time to time and as may be needed to accommodate local program specifications and requirements.

Table 11: Adopted Master Construct & Implementation Program Budget

Sources	Est. Total	Phase 1	Phase 2	Phase 3	Phase 4
Measure "R"					
Series A	\$ 18,055,496	\$ 18,055,496	\$ -	\$ -	\$ -
Series B	\$ 25,266,398	\$ 25,266,398	\$ -	\$ -	\$ -
Series C	\$ 15,578,000	\$ 15,578,000	\$ -	\$ -	\$ -
Series D	\$ 30,160,000	\$ 30,160,000	\$ -	\$ -	\$ -
Total Measure "R" Bonds	\$ 89,059,894				
Master Construct Authorization					
Series A	\$ 80,725,000	\$ -	\$ 80,725,000	\$ -	\$ -
Series B	\$ 13,693,719	\$ -	\$ 13,693,719	\$ -	\$ -
Series C	\$ 10,161,532	\$ -	\$ 10,161,532	\$ -	\$ -
Series D	\$ 12,911,084	\$ -	\$ -	\$ 12,911,084	\$ -
Series E	\$ 24,430,758	\$ -	\$ -	\$ -	\$ 24,430,758
Total Master Construct Bonds	\$ 141,922,093				
Certificates of Participation					
Series 2016	\$ 7,606,764	\$ 7,606,764	\$ -	\$ -	\$ -
Total COP Proceeds	\$ 7,606,764				
Measure "L" Authorization	\$ 3,316,728	\$ 3,316,728	\$ -	\$ -	\$ -
State Bonds	\$ 266,611	\$ 266,611	\$ -	\$ -	\$ -
Est. State Reimbursements*	\$ 101,619,657	\$ -	\$ 10,897,622	\$ 77,654,773	\$ 13,067,262
Est. Developer Fees	\$ 64,618,081	\$ 7,454,555	\$ 4,204,644	\$ 25,305,413	\$ 27,653,469
Mello Roos Proceeds	\$ 9,088,089	\$ 9,088,089	\$ -	\$ -	\$ -
State Reimbursements (Drifill)	\$ 9,001,083	\$ 9,001,083	\$ -	\$ -	\$ -
Est. Interest Earnings	\$ 11,419,762	\$ 1,594,953	\$ 3,156,938	\$ 3,153,461	\$ 3,514,410
Est. Total Sources	\$ 437,918,762	\$ 127,388,677	\$ 122,839,454	\$ 119,024,731	\$ 68,665,900
Uses	Est. Total	Phase 1	Phase 2	Phase 3	Phase 4
Acquire New K-5 Elementary Site	\$ 7,773,653	\$ 7,773,653	\$ -	\$ -	\$ -
Acquire New K-5/Middle School Site	\$ 9,993,072	\$ 800,572	\$ 9,192,500	\$ -	\$ -
Construct Doris/Patterson K-5	\$ 29,556,164	\$ -	\$ 491,496	\$ -	\$ 29,064,668
Construct Doris/Patterson 6-8	\$ 49,057,213	\$ -	\$ 270,791	\$ 48,786,422	\$ -
Construct Seabridge K-5	\$ 28,568,432	\$ -	\$ 28,568,432	\$ -	\$ -
Reconstruct Harrington Elementary	\$ 23,846,732	\$ 23,846,732	\$ -	\$ -	\$ -
Reconstruct Elm Elementary	\$ 32,872,208	\$ 32,872,208	\$ -	\$ -	\$ -
Reconstruct Lemonwood K-8	\$ 42,171,543	\$ 42,171,543	\$ -	\$ -	\$ -
Reconstruct McKinna K-5	\$ 36,558,911	\$ -	\$ 36,558,911	\$ -	\$ -
Reconstruct Marina West K-5	\$ -	\$ -	\$ -	\$ -	\$ -
Reconstruct Rose Avenue K-5	\$ 30,680,582	\$ -	\$ 3,681,670	\$ 26,998,912	\$ -
Reconstruct Sierra Linda K-5	\$ -	\$ -	\$ -	\$ -	\$ -
Marshall K-8 (CR)	\$ 11,974,262	\$ 11,974,262	\$ -	\$ -	\$ -
Drifill K-8 (K/MPR)	\$ 7,265,200	\$ 351,773	\$ 76,058	\$ 6,837,369	\$ -
Chavez K-8 (SL/MPR)	\$ 7,564,347	\$ 650,920	\$ -	\$ -	\$ 6,913,427
Curren K-8 (SL/MPR)	\$ 7,513,760	\$ 600,333	\$ -	\$ -	\$ 6,913,427
Kamala K-8 (SL/MPR)	\$ 7,534,989	\$ 621,562	\$ -	\$ -	\$ 6,913,427
McAuliffe ES (K/Modular/Modernization*)	\$ 7,834,565	\$ 323,548	\$ 3,543,222	\$ 3,967,795	\$ -
Brekke ES (K/Modular/MPR/Support)	\$ 3,359,630	\$ 276,432	\$ 1,926,268	\$ 1,156,930	\$ -
Ritchen ES (K/Modular/Modernization*)	\$ 8,173,084	\$ 558,160	\$ 3,690,244	\$ 3,924,680	\$ -
Ramona ES (Modular/MPR/Support)	\$ 4,238,097	\$ -	\$ 2,190,472	\$ 2,047,625	\$ -
Project 1 Adjustment	\$ -	\$ -	\$ -	\$ -	\$ -
Fremont MS (SL/Gym)	\$ 7,461,783	\$ 1,904,348	\$ -	\$ 5,557,436	\$ -
Haydock MS (SL/Gym)	\$ 2,581,764	\$ 1,081,764	\$ -	\$ 1,500,000	\$ -
Planning for K-8 MPRs	\$ 175,000	\$ 175,000	\$ -	\$ -	\$ -
Harrington Kindergarten Annex	\$ 3,208,487	\$ 3,208,487	\$ -	\$ -	\$ -
Lemonwood Kindergarten Annex	\$ 3,655,246	\$ -	\$ 3,655,246	\$ -	\$ -
Technology	\$ 12,397,728	\$ 12,183,030	\$ 214,699	\$ -	\$ -
Subtotal	\$ 386,016,452	\$ 141,374,325	\$ 94,060,010	\$ 100,777,169	\$ 49,804,949
Brekke ES COP Lease Payments	\$ 4,291,014	\$ -	\$ 1,419,606	\$ 2,390,860	\$ 480,548
Land Acquisition COP Lease Payments	\$ 4,863,500	\$ -	\$ 480,000	\$ 2,062,500	\$ 2,321,000
Additional Program Expenditures	\$ 4,519,836	\$ -	\$ 4,519,836	\$ -	\$ -
Portables Lease Payments	\$ 564,000	\$ -	\$ 564,000	\$ -	\$ -
Subtotal	\$ 14,238,350	\$ -	\$ 6,983,442	\$ 4,453,360	\$ 2,801,548
Program Reserve	\$ 37,663,959	\$ (13,985,648)	\$ 7,810,354	\$ 13,794,203	\$ 16,059,403
Est. Total Uses	\$ 437,918,762	\$ 141,374,325	\$ 108,853,806	\$ 119,024,731	\$ 68,665,900
Est. Ending Fund Balance	\$ -				
Total Combined Master Budget	\$ 437,918,762				

*Estimated State grant amounts are dependent on maintaining program eligibility

*Assumes State Aid joint funding for Ritchen and McAuliffe modernization projects and Financial Hardship for Rose Avenue

Phase 1 spanned the period from FY2013-2017. Phase 1 progress included:

- Completion of improvements to kindergarten facilities at Ritche, Brekke, and McAuliffe schools, and construction of science labs at Chavez, Curren, Kamala, Haydock, and Fremont schools to accommodate the educational reconfiguration plan
- Purchase of the Seabridge New Elementary School site
- Occupancy of the newly constructed Harrington, Elm, and Lemonwood elementary school sites to replace the prior obsolete facilities
- Completion of a kindergarten annex at Harrington Elementary and new grade 6-8 classroom building at Marshall
- Completion of the environmental review and ongoing LAFCo efforts of a joint second elementary school site and an additional middle school site
- Deployment of state-of-the-art learning resources, including 1:1 mobile devices for all students and teachers at every school district wide

Phase 2 commenced in January 2017 and extends through the fiscal year ending in 2020. Phase 2 launched Measure “D” projects with the following progress and activities:

- Substantial completion of McKinna Elementary with remaining demolition of older facilities, parking and playfields to be completed in August 2020
- Design approval from DSA for the reconstruction of Rose Avenue Elementary
- Design approval from DSA for the new Seabridge K- 5 elementary school with construction to commence pending project bidding and approval from the City of Oxnard
- Completion of new kindergarten/flex classrooms at Brekke, McAuliffe, Ritche, and Ramona elementary schools
- Acquisition of a new Doris/Patterson K-5 and 6-8 school site
- Completion of a kindergarten annex at Lemonwood
- Planning and design activities associated with the modernization efforts planned at McAuliffe and Ritche elementary schools

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

Launching in 2021, Phase 3 completes the planned reconstruction of Rose Avenue and the design and construction of Doris/Patterson 6-8 school. Phase 3 also includes the construction activities associated with the planned modernization improvements at McAuliffe and Ritche elementary schools, and MPR or gymnasium improvements for remaining K-5 schools, Drifill, Haydock, and Fremont. Phase 3 accounts for continued lease payments related to the District’s outstanding Brekke and Doris/Patterson COPs.

Phase 4 includes the design and construction for the Doris Patterson K-5 facilities and the construction of new multipurpose room/gyms at Chavez, Curren, and Kamala. COP payments are scheduled to continue in Phase 4. However, lease payments related to Brekke Elementary are scheduled to conclude in 2025-

26. Additionally, the District's lease payments for its COPs related to the Doris/Patterson land acquisition will be eligible for refunding on August 1, 2026 at which time the District may elect to prepay or refund the outstanding COPs to either decrease or eliminate future payments, assuming funds are available.

6.2 REVISED MASTER CONSTRUCT AND IMPLEMENTATION PROGRAM BUDGET

Table 13 below presents the proposed Revised Master Construct and Implementation Program Budget for Board consideration as part of the current six-month update report. Total sources of funding are anticipated to decrease to approximately \$422.2 million primarily due to increased estimated interest earnings offsetting decreased State aid funding and developer fees. Decreases to State aid include a reduction of the original Lemonwood Reconstruction application from \$13 million to \$7.3 million, a reduction of \$5.7 million. A conservative assumption is made that removes the anticipated returned Marshall new construction application in the amount of approximately \$4.5 million; bringing the total reductions to estimated State aid to approximately \$10.2 million. The District will have the opportunity to resubmit the Marshall application for funding, however, the application will lose its current place in the funding queue and would be dependent on the State replenishing its bonding authority and the District regaining new construction eligibility.

Estimated State revenues assume the District's ability to recapture its eligibility for applications awaiting review by the State. If enrollment and the consequent eligibility do not rebound in time to access the funding of the remaining applications by the SAB, the District would be in need of additional local funding to make up for the shortfall for future projects. In addition, the current program relies on the receipt of Financial Hardship funding to implement the construction of Rose Avenue. Should Financial Hardship not be available for the project, the District could consider use of remaining bond authorization. Conversely, the District may consider applying for Financial Hardship status for modernization projects that are currently eligible, thereby saving remaining bond authorization for future needs.

Total developer fee revenues decreased by approximately \$8 million primarily due to an updated projection of lower residential units and a decreased Level 2 fee assumed from the previous December 2019 report. No changes are estimated to the issuance of remaining G.O. bonds. Total interest earnings for the Program are anticipated to increase from \$11.4 million to \$13 million based on the anticipated level of funds available.

The combined total expenditures have increased from \$386 million to \$386.9 million. This increase is to accommodate an approximate \$946,000 budget increase to the Marshall New Classroom Building project, which include \$703,000 in extended general conditions costs deemed compensable to the contractor and \$243,000 in additional change orders. Negotiations regarding costs were related to the delay of construction due to DSA requests. These project increases are offset by use of available program reserves. The total Program Reserve has been reduced from \$37.7 million to \$21 million to accommodate these increases and estimated decreases in funding.

As per the Adopted Budget, the Proposed Master Budget continues to account for \$9.1 million in scheduled lease payments for the District's two outstanding COPs during the term of the Program; \$4.3

million for COPs issued to complete Norma Brekke Elementary in the late 1990s and \$4.8 million for COPs issued to purchase the District's Doris/Patterson school site. An additional \$564,000 continues to be provided to the budget in Phase 2 to accommodate some of the District's existing portable leases. Lastly, approximately \$4.5 million in additional program expenditures are accounted for in the Master Budget for District expenditures beyond the scope of the Master Construct Program.

Table 12: Revised Master Construct & Implementation Program Budget

Sources	Est. Total	Phase 1	Phase 2	Phase 3	Phase 4
Measure "R"					
Series A	\$ 18,055,496	\$ 18,055,496	\$ -	\$ -	\$ -
Series B	\$ 25,266,398	\$ 25,266,398	\$ -	\$ -	\$ -
Series C	\$ 15,578,000	\$ 15,578,000	\$ -	\$ -	\$ -
Series D	\$ 30,160,000	\$ 30,160,000	\$ -	\$ -	\$ -
Total Measure "R" Bonds	\$ 89,059,894				
Master Construct Authorization					
Series A	\$ 80,725,000	\$ -	\$ 80,725,000	\$ -	\$ -
Series B	\$ 13,693,719	\$ -	\$ 13,693,719	\$ -	\$ -
Series C	\$ 10,161,532	\$ -	\$ 10,161,532	\$ -	\$ -
Series D	\$ 12,911,084	\$ -	\$ -	\$ 12,911,084	\$ -
Series E	\$ 24,430,758	\$ -	\$ -	\$ -	\$ 24,430,758
Total Master Construct Bonds	\$ 141,922,093				
Certificates of Participation					
Series 2016	\$ 7,606,764	\$ 7,606,764	\$ -	\$ -	\$ -
Total COP Proceeds	\$ 7,606,764				
Measure "L" Authorization	\$ 3,316,728	\$ 3,316,728	\$ -	\$ -	\$ -
State Bonds	\$ 266,611	\$ 266,611	\$ -	\$ -	\$ -
Est. State Reimbursements*	\$ 92,272,271	\$ -	\$ 10,778,416	\$ 81,493,855	\$ -
Est. Developer Fees	\$ 56,483,165	\$ 7,454,555	\$ 4,204,644	\$ 20,703,199	\$ 24,120,768
Mello Roos Proceeds	\$ 9,088,089	\$ 9,088,089	\$ -	\$ -	\$ -
State Reimbursements (Drifill)	\$ 9,001,083	\$ 9,001,083	\$ -	\$ -	\$ -
Est. Interest Earnings	\$ 13,171,170	\$ 1,594,953	\$ 3,124,978	\$ 3,154,987	\$ 5,296,252
Est. Total Sources	\$ 422,187,868	\$ 127,388,677	\$ 122,688,288	\$ 118,263,126	\$ 53,847,777
Uses	Est. Total	Phase 1	Phase 2	Phase 3	Phase 4
Acquire New K-5 Elementary Site	\$ 7,773,653	\$ 7,773,653	\$ -	\$ -	\$ -
Acquire New K-5/Middle School Site	\$ 9,993,072	\$ 800,572	\$ 9,192,500	\$ -	\$ -
Construct Doris/Patterson K-5	\$ 29,556,164	\$ -	\$ 491,496	\$ -	\$ 29,064,668
Construct Doris/Patterson 6-8	\$ 49,057,213	\$ -	\$ 270,791	\$ 48,786,422	\$ -
Construct Seabridge K-5	\$ 28,568,432	\$ -	\$ 28,568,432	\$ -	\$ -
Reconstruct Harrington Elementary	\$ 23,846,732	\$ 23,846,732	\$ -	\$ -	\$ -
Reconstruct Elm Elementary	\$ 32,872,208	\$ 32,872,208	\$ -	\$ -	\$ -
Reconstruct Lemonwood K-8	\$ 42,171,543	\$ 42,171,543	\$ -	\$ -	\$ -
Reconstruct McKinna K-5	\$ 36,558,911	\$ -	\$ 36,558,911	\$ -	\$ -
Reconstruct Marina West K-5	\$ -	\$ -	\$ -	\$ -	\$ -
Reconstruct Rose Avenue K-5	\$ 30,680,582	\$ -	\$ 3,681,670	\$ 26,998,912	\$ -
Reconstruct Sierra Linda K-5	\$ -	\$ -	\$ -	\$ -	\$ -
Marshall K-8 (CR)	\$ 12,920,376	\$ 12,920,376	\$ -	\$ -	\$ -
Drifill K-8 (K/MPR)	\$ 7,265,200	\$ 351,773	\$ 76,058	\$ 6,837,369	\$ -
Chavez K-8 (SL/MPR)	\$ 7,564,347	\$ 650,920	\$ -	\$ -	\$ 6,913,427
Curren K-8 (SL/MPR)	\$ 7,513,760	\$ 600,333	\$ -	\$ -	\$ 6,913,427
Kamala K-8 (SL/MPR)	\$ 7,534,989	\$ 621,562	\$ -	\$ -	\$ 6,913,427
McAuliffe ES (K/Modular/Modernization*)	\$ 7,834,565	\$ 323,548	\$ 3,543,222	\$ 3,967,795	\$ -
Brekke ES (K/Modular/MPR/Support)	\$ 3,359,630	\$ 276,432	\$ 1,926,268	\$ 1,156,930	\$ -
Ritchen ES (K/Modular/Modernization*)	\$ 8,173,084	\$ 558,160	\$ 3,690,244	\$ 3,924,680	\$ -
Ramona ES (Modular/MPR/Support)	\$ 4,238,097	\$ -	\$ 2,190,472	\$ 2,047,625	\$ -
Project 1 Adjustment	\$ -	\$ -	\$ -	\$ -	\$ -
Fremont MS (SL/Gym)	\$ 7,461,783	\$ 1,904,348	\$ -	\$ 5,557,436	\$ -
Haydock MS (SL/Gym)	\$ 2,581,764	\$ 1,081,764	\$ -	\$ 1,500,000	\$ -
Planning for K-8 MPRs	\$ 175,000	\$ 175,000	\$ -	\$ -	\$ -
Harrington Kindergarten Annex	\$ 3,208,487	\$ 3,208,487	\$ -	\$ -	\$ -
Lemonwood Kindergarten Annex	\$ 3,655,246	\$ -	\$ 3,655,246	\$ -	\$ -
Technology	\$ 12,397,728	\$ 12,183,030	\$ 214,699	\$ -	\$ -
Subtotal	\$ 386,962,566	\$ 142,320,439	\$ 94,060,010	\$ 100,777,169	\$ 49,804,949
Brekke ES COP Lease Payments	\$ 4,291,014	\$ -	\$ 1,419,606	\$ 2,390,860	\$ 480,548
Land Acquisition COP Lease Payments	\$ 4,863,500	\$ -	\$ 480,000	\$ 2,062,500	\$ 2,321,000
Additional Program Expenditures	\$ 4,519,836	\$ -	\$ 4,519,836	\$ -	\$ -
Portables Lease Payments	\$ 564,000	\$ -	\$ 564,000	\$ -	\$ -
Subtotal	\$ 14,238,350	\$ -	\$ 6,983,442	\$ 4,453,360	\$ 2,801,548
Program Reserve	\$ 20,986,951	\$ (14,931,762)	\$ 6,713,074	\$ 13,032,597	\$ 1,241,281
Est. Total Uses	\$ 422,187,868	\$ 142,320,439	\$ 107,756,526	\$ 118,263,126	\$ 53,847,777
Est. Ending Fund Balance	\$ -				
Total Combined Master Budget	\$ 422,187,868				

*Estimated State grant amounts are dependent on maintaining program eligibility
 *Assumes State Aid joint funding for Ritchen and McAuliffe modernization projects and Financial Hardship for Rose Avenue

6.3 PHASE 1 MASTER BUDGET AND SCHEDULE

Phase 1 efforts were primarily funded through Measure “R” bond proceeds and are complete. Accomplishments include completed improvements to kindergarten and science lab facilities across eight schools to accommodate the educational reconfiguration plan and the deployment of state-of-the-art learning resources, including 1:1 mobile devices for all students and teachers at every school Districtwide. In addition, three new reconstructed schools have been provided at Harrington, Elm, and Lemonwood elementary schools. A new 12 classroom building was completed at Marshall Elementary School. Phase 1 also includes the completion of a kindergarten annex facility at Harrington Elementary School and the purchase of the Seabridge and Doris /Patterson school sites.

Adjustments to the Phase 1 budget incorporate an increase to budget for Marshall Elementary School of \$946,114 to accommodate negotiated additional costs from the contractor related to the delay of construction due to DSA requests. In total, the Phase 1 budget has been increased by \$946,114 to reflect these adjustments and is accommodated by a reduction to the Program Reserve.

Table 13: Proposed Phase 1 Master Budget and Schedule (FY 2013-17)

Project	Schedule Dec 2019	Schedule June 2020	Estimated Budget	Variance
Master Construct & Implementation Program Improvements				
Acquire New Sites				
Seabridge Elementary School	2013	2013	\$7,773,653	\$0
Doris/Patterson K-5 / Middle School	2014/16	2014/16	\$800,572	\$0
Subtotal			\$8,574,225	\$0
Design & Reconstruct Sites				
Harrington Elem. K-5	2013/14	2013/14	\$23,846,732	\$0
Lemonwood K-8	2014/18	2014/18	\$42,171,543	\$0
Elm Elem. K-5	2014/19	2014/19	\$32,872,208	\$0
Subtotal			\$98,890,483	\$0
Design & Improve K-5 Kindergarten Facilities	2013/14	2013/14		
Ritchen**			\$558,160	\$0
Brekke			\$276,432	\$0
McAuliffe			\$323,548	\$0
Driffill			\$351,773	\$0
Subtotal			\$1,509,913	\$0
Design & Construct Science Labs (Project 1)	2013/14	2013/14		
Chavez Science Labs K-8			\$650,920	\$0
Curren Science Labs K-8			\$600,333	\$0
Kamala Science Labs K-8			\$621,562	\$0
Haydock Science Labs 6-8 & Utility Upgrades			\$1,081,764	\$0
Fremont Science Labs 6-8 & Utility Upgrades			\$1,904,348	\$0
Subtotal			\$4,858,926	\$0
Project 1 Adjustment			\$0	\$0
Childhood Development Center Improvements				
Harrington	2015	2015	\$3,208,487	\$0
Subtotal			\$3,208,487	\$0
Planning for K-8 MPRs	2016	2016	\$175,000	\$0
Marshall K-8: 12 Classroom Building	2015/17	2015/17	\$11,974,262	\$946,114
Technology	2013/15	2013/15	\$12,183,030	\$0
Program Improvements Subtotal			\$142,320,439	\$946,114
Program Reserve			(\$13,985,648)	(\$946,114)
Program Improvements Total			\$142,320,439	\$946,114

*Current dollars

**Includes New Special Day Classroom

6.4 PHASE 2 MASTER BUDGET AND SCHEDULE

The reconstruction of McKinna Elementary School achieved Substantial Completion in February 2020 and is currently under construction for remaining demolition of the older facilities, and the construction of parking and playfields. Construction of the new Seabridge K-5 school is anticipated to commence construction pending final City of Oxnard approvals associated with obtaining a Coastal Development Permit. The design for reconstructed Rose Avenue School project has received DSA and CDE approval with construction dependent upon the availability of funding. New Kindergarten/Flex classrooms are complete at Brekke, McAuliffe, Ritche, and Ramona elementary schools. The Lemonwood kindergarten annex is also complete. The District has completed the land purchase of the Doris/Patterson school site. Phase 2 incorporates existing ongoing lease payments for the District's COPs related to prior improvements to Brekke Elementary and the acquisition of the new Doris/Patterson elementary and middle school sites. Design efforts are underway for the modernization improvements planned at McAuliffe and Ritche elementary schools. Per Table 15, no adjustments to projects are recommended in Phase 2, however a reduction of \$1 million is estimated to the Program Reserve due to decreased estimated funding.

Table 14: Proposed Phase 2 Master Budget and Schedule (FY 2017-20)

Project	Schedule Dec 2019	Schedule June 2020	Estimated Budget	Variance
Master Construct & Implementation Program Improvements				
Acquire New Sites				
Doris/Patterson K-5 / Middle School	2018	2018	\$9,192,500	\$0
Subtotal			\$9,192,500	\$0
Construct New School Sites: Master Construct				
Seabridge K-5	2018/2020	2018/2020	\$28,568,432	\$0
Dorris Patterson K-5 (Planning)	2020	2020	\$491,496	\$0
Dorris Patterson 6-8 (Planning)	2020	2020	\$270,791	\$0
Reconstruct School Sites: Master Construct				
Rose Avenue K-5 (Classrooms)	2018/2021	2018/2021	\$3,681,670	\$0
McKinna K-5	2017	2017	\$36,558,911	\$0
Construct Kinder/SDC Classrooms				
Brekke	2018	2018	\$1,926,268	\$0
McAuliffe	2018	2018	\$2,551,273	\$0
Ramona	2018	2018	\$2,190,472	\$0
Ritche	2018	2018	\$2,709,074	\$0
Classroom/Library/MPR Modernizations				
McAuliffe (Planning/Design)	2019	2019	\$991,949	\$0
Ritche (Planning/Design)	2019	2019	\$981,170	\$0
Construct K-8 Multipurpose Room				
Driffill (Planning)	2020	2020	\$76,058	\$0
Childhood Development Center Improvements				
Lemonwood	2019	2019	\$3,655,246	\$0
Subtotal			\$84,652,811	\$0
Technology	2020	2020	\$214,699	\$0
Program Improvements Subtotal			\$94,060,010	\$0
Program Reserve			\$7,810,354	\$6,713,074 (\$1,097,280)
Additional Facilities Expenditures	2018	2018	\$4,519,836	\$0
Program Lease Payments				
Brekke ES COP	2026	2026	\$1,419,606	\$0
COP for Land Acquisition	2026-29	2026-29	\$480,000	\$0
Portables Lease Payments	2019	2019	\$564,000	\$0
Subtotal			\$6,983,442	\$0
Program Improvements Total			\$107,756,526	(\$1,097,280)

*Current dollars

6.5 PHASE 3 MASTER BUDGET AND SCHEDULE

Phase 3 completes the reconstruction of Rose Avenue as well as the design and construction of the Doris/Patterson 6-8 middle school following the completion of the LAFCo process. Construction activities associated with the planned modernization improvements at McAuliffe and Ritche are also proposed as well as the construction of a multipurpose room/gym at Drifill. Phase 3 also includes the design and construction activities for the MPR and/or gymnasium improvements planned at Brekke, Ramona, Fremont, and Haydock. The planned academic program space improvements for Brekke and Ramona are also provided in Phase 3. The Phase 3 Program Reserve is estimated to decrease by \$761,606 to \$13 million due to reductions in estimated funding.

Phase 3 also accounts for continued lease payments related to the District's outstanding Brekke and Doris/Patterson COPs. Table 16 provides a summary of the proposed Phase 3 budget and schedule which remains unchanged from the previous report, with the exception of an estimated decrease to Program Reserve.

Table 15: Proposed Phase 3 Master Budget and Schedule (FY 2021-25)

Project	Schedule Dec 2019	Schedule June 2020	Estimated Budget	Variance
Master Construct & Implementation Program Improvements				
Construct New School Sites: Master Construct				
Dorris Patterson 6-8	2021	2021	\$48,786,422	\$0
Rose Avenue	2018/2021	2018/2021	\$26,998,912	\$0
Classroom/Library/MPR Modernizations				
McAuliffe	2021	2021	\$3,967,795	\$0
Ritche	2021	2021	\$3,924,680	\$0
Modernize K-5 Multipurpose Rooms				
Brekke	2021	2021	\$697,557	\$0
Ramona	2021	2021	\$1,755,474	\$0
Construct Academic Program Space: Master Construct				
Brekke	2021	2021	\$459,373	\$0
Ramona	2021	2021	\$292,151	\$0
Construct Gym & Modernize MPR				
Fremont	2021	2021	\$5,557,436	\$0
Modernize MPR				
Haydock	2021	2021	\$1,500,000	\$0
Construct K-8 Multipurpose Room				
Drifill	2021	2021	\$6,837,369	\$0
Program Improvements Subtotal			\$100,777,169	\$0
Program Reserve			\$13,794,203	\$13,032,597
				(\$761,606)
Program Lease Payments				
Brekke ES COP	2021-25	2021-25	\$2,390,860	\$0
COP for Land Acquisition	2026-29	2026-29	\$2,062,500	\$0
Subtotal			\$4,453,360	\$0
Program Improvements Total			\$118,263,126	(\$761,606)

*Current dollars

6.6 PHASE 4 MASTER BUDGET AND SCHEDULE

Phase 4 completes the Master Construct and Implementation Program through the construction of Doris/Patterson K-5 school. Construction of new multipurpose room/gyms will be undertaken at Chavez, Curren, and Kamala. Phase 4 is also scheduled to continue COP payments. However, lease payments related to Brekke Elementary are scheduled to conclude in 2025-26. Additionally, the District's lease payments for its COPs related to the Doris/Patterson land acquisition will be eligible for refunding on August 1, 2026 at which time the District may elect to prepay or refund the outstanding COPs to either decrease or eliminate future payments, assuming funds are available.

As summarized in Table 17, no changes are proposed to the budgets, however the Program Reserve is estimated to decrease by \$14.8 million due to decreases in estimated funding.

Table 16: Proposed Phase 4 Master Budget and Schedule (FY 2026-29)

Project	Schedule Dec 2019	Schedule June 2020	Estimated Budget	Variance
Master Construct & Implementation Program Improvements				
Construct New School Sites: Master Construct				
Dorris Patterson K-5	2021/2026	2021/2026	\$29,064,668	\$0
Construct K-8 Multipurpose Rooms				
Chavez	2027	2027	\$6,913,427	\$0
Curren	2026	2026	\$6,913,427	\$0
Kamala	2026	2026	\$6,913,427	\$0
Program Improvements Subtotal			\$49,804,949	\$0
Program Reserve			16,059,403	\$1,241,281
				(\$14,818,122)
Program Lease Payments				
Brekke ES COP	2026	2026	\$480,548	\$0
COP for Land Acquisition	2026-29	2026-29	\$2,321,000	\$0
Subtotal			\$2,801,548	\$0
Program Improvements Total			\$53,847,777	(\$14,818,122)

*Current dollars

6.7 MASTER SCHEDULE

The following summary schedule provides an overview of an updated proposed phasing strategy for the Master Construct and Implementation Program. Table 18 illustrates the proposed phasing of the integrated Program and is organized by the continued reconstruction of existing schools, the construction of new school sites, 21st century modernizations, and improvements to multipurpose rooms and support facilities to accommodate the District's educational program. The schedule for McKinna Elementary has been extended to end by August 2020 to accommodate remaining construction activities associated with the demolition of older facilities and construction of the parking and playfields.

Table 17: Summary Schedule

	2016-17	2017-18	2018-19	2019-20	2020-21	2021-22	2022-23	2023-24	2024-25	2025-26	2026-27	2027-28	2028-29	2029-30	2030-31	2031-32
Reconstruct:																
Harrington	Complete															
Harrington Kindergarten Annex	Complete	Complete														
Lemonwood	Complete	Complete														
Lemonwood Kindergarten Annex	Complete	Complete														
Elm	Complete	Complete														
McKinn																
Rose Avenue																
Construct:																
Marshall 6-8 Classrooms		Complete														
Seabridge K-5																
Doris/Patterson K-5																
Doris/Patterson 6-8																
Construct Kinder + SDC Classrooms/Additional Support Space:																
Ramona	Complete	Complete														
Brekke	Complete	Complete														
Ritchen	Complete	Complete														
McAuliffe	Complete	Complete														
21st Century Modernizations:																
McAuliffe																
Ritchen																
Multipurpose Rooms:																
Fremont																
Haydock																
Kamala																
Chavez																
Curren																
Driffill																
Ramona																
Brekke																

Based on the identified phasing plan, Table 19 provides a summary of projects under management, including those that are currently underway and are to be implemented, totaling approximately \$30.5 million.

Table 18: Projects Under Management

Project Name	Start Date	End Date	Master Budget (Current Dollars)
Construct:			
Seabridge K-5	Jan-2017	Oct-2021	\$28,568,432
21st Century Modernization			
McAuliffe (Design/Planning)	Aug-2019	Oct-2020	\$991,949
Ritchen (Design/Planning)	Aug-2019	Oct-2020	\$981,170
		Total	\$30,541,551

RECOMMENDATIONS

7.1 CONCLUSION & RECOMMENDATIONS

Over the next six months of implementation, the Master budget will continue to be monitored and enforced. Expenditure reporting will continue and be updated to reflect recommended budget adjustments provided in this June 2020 update report. Budgets will also be reviewed and adjusted, where required, to accommodate actual contract commitments approved by the Board over the next six-month period. Steps will continue to be taken to file for eligible State aid applications and required agency approvals for project development and construction. Status reports will be provided to the Board as needed.

As part of the formal review process, it is recommended that the Board:

- Accept and adopt this semi-annual update to the Master Construct and Implementation Program
- Direct staff and CFW to proceed with recommended adjustments to the Program for its immediate implementation
- Establish a date for the next six-month review by the Board.

EXHIBIT A

PRESENTATIONS, WORKSHOPS & UPDATES TO THE BOARD OF TRUSTEES

The table below contains a listing of presentations, workshops, and updates to the Board of Trustees for the Oxnard School District Facilities Implementation Program. Documentation of all Board activities are provided for the prior six months. For documentation of prior related Board Action items, please reference the same section of previous reports.

Date	Board Agenda Item	Agenda Description	Purpose	Action
18-Dec-19	C.19	Approval of Notice of Completion regarding Elm E.S Reconstruction Project	Notice of Completion for Agreement #16-199 with Bernard Brothers, Inc.	Approved
18-Dec-19	C.20	Approval of WAL #15 for Rincon Consultants regarding the McAuliffe E.S Modernization Project	WAL #15 to agreement #13-131 provides for Hazardous Building Materials Survey Services	Approved
18-Dec-19	C.21	Approval of WAL #16 for Rincon Consultants regarding the Ritche E.S Modernization Project	WAL #16 to agreement #13-131 provides for Hazardous Building Materials Survey Services	Approved
18-Dec-19	C.22	Approval of Contractor Contingency Allocation #001 for Bernards Bros regarding the McKinna Reconstruction Project	Contractor Contingency Allocation #001 to agreement #17-41 is a COST to the Contractor Contingency line item for additional items of work	Approved
18-Dec-19	C.49	Ratification of Change Order #013 for Bernards Bros regarding the Marshall New Classroom Building Project	Change Order #013 to agreement #17-117 provides for work related to unforeseen conditions, design clarifications or additional scope of work requested by the District	Approved
18-Dec-19	C.50	Ratification of Change Order #014 for Bernards Bros regarding the Marshall New Classroom Building Project	Change Order #014 to agreement #17-117 provides for work related to unforeseen conditions, design clarifications or additional scope of work requested by the District	Approved
18-Dec-19	C.51	Ratification of Change Order #025 for Swinerton Builders regarding the Lemonwood K-8 School Reconstruction. Project.	Ratification of Change Order #025 to agreement #15-198 provides for work related to unforeseen conditions or additional scope of work requested by the District.	Approved
18-Dec-19	D.3	Appointment of IBI Group as Architect of Record for the McAuliffe E.S Modernization project	Approval of Agreement #19-179 to provide Architectural Services for the modernization of the McAuliffe E.S	Approved
18-Dec-19	D.4	Appointment of IBI Group as Architect of Record for the Ritche E.S Modernization project	Approval of Agreement #19-180 to provide Architectural Services for the modernization of the Ritche E.S	Approved
15-Jan-20	C.1	Approval and Adoption of the December 2019 Semi-Annual Implementation Program Update as an Adjustment to the Master Construct and Implementation Program	The Semi-Annual Implementation Program Update reflects conditions of the District's Program between June and the time of the report's publishing in December 2019	Approved
15-Jan-20	C.6	Approval of Contractor Contingency Allocation #002 for Bernards Bros regarding the McKinna Reconstruction Project	Contractor Contingency Allocation #002 to agreement #17-41 is a COST to the Contractor Contingency line item for additional items of work	Approved

Date	Board Agenda Item	Agenda Description	Purpose	Action
15-Jan-20	C.7	Approval of Contractor Contingency Allocation #003 for Bernards Bros regarding the McKinna Reconstruction Project	Contractor Contingency Allocation #003 to agreement #17-41 is a COST to the Contractor Contingency line item for additional items of work	Approved
15-Jan-20	C.8	Approval of Contractor Contingency Allocation #015 for Swinerton Builders regarding the Lemonwood E.S ECDC Project	Contractor Contingency Allocation #015 to agreement #15-198 is a COST to the Contractor Contingency line item for additional items of work	Approved
15-Jan-20	C.14	Ratification of Change Order #015 for Bernards Bros regarding the Marshall New Classroom Building Project	Change Order #015 to agreement #17-117 provides for work related to unforeseen conditions, design clarifications or additional scope of work requested by the District	Approved
15-Jan-20	C.15	Ratification of Change Order #016 for Bernards Bros regarding the Marshall New Classroom Building Project	Change Order #016 to agreement #17-117 provides for work related to unforeseen conditions, design clarifications or additional scope of work requested by the District	Approved
15-Jan-20	C.16	Ratification of Change Order #017 for Bernards Bros regarding the Marshall New Classroom Building Project	Change Order #017 to agreement #17-117 provides for work related to unforeseen conditions, design clarifications or additional scope of work requested by the District	Approved
15-Jan-20	C.17	Ratification of Change Order #018 for Bernards Bros regarding the Marshall New Classroom Building Project	Change Order #018 to agreement #17-117 provides for work related to unforeseen conditions, design clarifications or additional scope of work requested by the District	Approved
15-Jan-20	C.18	Approval of WAL #12 for NV5 West Inc. regarding the McKinna E.S Reconstruction Project	WAL #12 to agreement #13-130 provides for DSA Materials Testing and Special inspections Services	Approved
15-Jan-20	C.19	Ratification of Change Order #026 for Swinerton Builders regarding the Lemonwood Reconstruction Project	Change Order #026 to agreement #15-198 provides for work related to unforeseen conditions, design clarifications or additional scope of work requested by the District	Approved
15-Jan-20	C.20	Ratification of Change Order #027 for Swinerton Builders regarding the Lemonwood Reconstruction Project	Change Order #027 to agreement #15-198 provides for work related to unforeseen conditions, design clarifications or additional scope of work requested by the District	Approved
5-Feb-20	C.8	Approval of Contractor Contingency Allocation #004 for Bernards Bros regarding the McKinna Reconstruction Project	Contractor Contingency Allocation #004 to agreement #17-41 is a COST to the Contractor Contingency line item for additional items of work	Approved
5-Feb-20	C.9	Approval of Contractor Contingency Allocation #005 for Bernards Bros regarding the McKinna Reconstruction Project	Contractor Contingency Allocation #005 to agreement #17-41 is a COST to the Contractor Contingency line item for additional items of work	Approved
5-Feb-20	C.13	Ratification of Change Order #019 for Bernards Bros regarding the Marshall New Classroom Building Project	Change Order #019 to agreement #17-117 provides for work related to unforeseen conditions, design clarifications or additional scope of work requested by the District	Approved
5-Feb-20	C.14	Ratification of WAL #13 for NV5 West Inc. regarding the Lemonwood ECDC Project	WAL #13 to agreement #13-130 provides for DSA inspector fo Record Services	Approved
5-Feb-20	C.15	Ratification of Change Order #020 for Bernards Bros regarding the Marshall New Classroom Building Project	Change Order #020 to agreement #17-117 provides for work related to unforeseen conditions, design clarifications or additional scope of work requested by the District	Approved
5-Feb-20	C.16	Ratification of Change Order #021 for Bernards Bros regarding the Marshall New Classroom Building Project	Change Order #021 to agreement #17-117 provides for work related to unforeseen conditions, design clarifications or additional scope of work requested by the District	Approved

Date	Board Agenda Item	Agenda Description	Purpose	Action
5-Feb-20	C.17	Ratification of Change Order #022 for Bernards Bros regarding the Marshall New Classroom Building Project	Change Order #022 to agreement #17-117 provides for work related to unforeseen conditions, design clarifications or additional scope of work requested by the District	Approved
19-Feb-20	C.5	Approval of Contractor Contingency Allocation #007 for Bernards Bros regarding the McKinna Reconstruction Project	Contractor Contingency Allocation #007 to agreement #17-41 is a COST to the Contractor Contingency line item for additional items of work	Approved
19-Feb-20	C.6	Approval of Contractor Contingency Allocation #008 for Bernards Bros regarding the McKinna Reconstruction Project	Contractor Contingency Allocation #008 to agreement #17-41 is a COST to the Contractor Contingency line item for additional items of work	Approved
19-Feb-20	C.7	Approval of Contractor Contingency Allocation #006 for Bernards Bros regarding the McKinna Reconstruction Project	Contractor Contingency Allocation #006 to agreement #17-41 is a COST to the Contractor Contingency line item for additional items of work	Approved
19-Feb-20	C.14	Ratification of Change Order #023 for Bernards Bros regarding the Marshall New Classroom Building Project	Change Order #023 to agreement #17-117 provides for work related to unforeseen conditions, design clarifications or additional scope of work requested by the District	Approved
19-Feb-20	C.15	Ratification of Change Order #024 for Bernards Bros regarding the Marshall New Classroom Building Project	Change Order #024 to agreement #17-117 provides for work related to unforeseen conditions, design clarifications or additional scope of work requested by the District	Approved
4-Mar-20	C.9	Approval of Notice of Completion regarding Marshall E.S New Classroom Building Project	Notice of Completion for Agreement #17-117 with Bernard Brothers, Inc.	Approved
4-Mar-20	C.10	Ratification of Change Order #025 for Bernards Bros regarding the Marshall New Classroom Building Project	Change Order #025 to agreement #17-117 provides for work related to unforeseen conditions, design clarifications or additional scope of work requested by the District	Approved
1-Apr-20	C.6	Approval of Amendment #003 for Perkins Eastman Dougherty regarding the McKinna Reconstruction Project	Amendment #003 to agreement #16-249 provides for additional architectural and engineering services	Approved
1-Apr-20	C.7	Approval of Contractor Contingency Allocation #009 for Bernards Bros regarding the McKinna Reconstruction Project	Contractor Contingency Allocation #009 to agreement #17-41 is a COST to the Contractor Contingency line item for additional items of work	Approved
1-Apr-20	C.8	Approval of Contractor Contingency Allocation #016 for Swinerton Builders regarding the Lemonwood E.S Reconstruction & ECDC Project	Contractor Contingency Allocation #016 to agreement #15-198 is a COST to the Contractor Contingency line item for additional items of work	Approved
6-May-20	C.8	Ratification of Amendment #008 for SVA Architects regarding the Lemonwood K-8 Reconstruction Project	Amendment #008 to agreement #12-231 provides for additional architectural and engineering services	Approved
20-May-20	C.7	Approval of Contractor Contingency Allocation #010 for Bernards Bros regarding the McKinna Reconstruction Project	Contractor Contingency Allocation #010 to agreement #17-41 is a COST to the Contractor Contingency line item for additional items of work	Approved
3-Jun-20	C.16	Approval of Contractor Contingency Allocation #017 for Swinerton Builders regarding the Lemonwood E.S Reconstruction & ECDC Project	Contractor Contingency Allocation #017 to agreement #15-198 is a COST to the Contractor Contingency line item for additional items of work	Approved



OXNARD SCHOOL DISTRICT

1051 South "A" Street • Oxnard, California 93030 • 805/385-1501 • www.oxnardsd.org

Oxnard School District Encourages Remote, Online Public Participation For Oxnard School District's Board Meetings

During the COVID-19 pandemic, the Oxnard School District is committed to public input and participation in school district governance in a manner that is consistent with shelter in place guidance provided by public health officials. The District highly encourages remote, online participation in order to promote the safety and health of our community.

The Oxnard School District has taken the following steps to utilize technology to facilitate public participation during our upcoming board meetings in order to comply with public health guidance during the COVID-19 pandemic:

1. **Watch the meeting live.** The Oxnard School District Board meeting will be live streamed on the District's website at www.osdtv.oxnardsd.org and will also be shown on the following cable TV channels: Charter Spectrum Cable- Channel 20 and Frontier communication – Channel 37
2. **Public comment in advance.** We encourage members of the public to submit public comment in advance of the meeting. Public comment may be emailed to OSD_BoardMeetings@oxnardsd.org. In addition, please feel free to bring your written comment to the District Office between 9:00 and 12:00 p.m., you can also drop off your written comment at the District Office mail box located outside the front office, until 4:00 p.m. before the meeting. Please identify if the public comment is for a non-agenda or agendized item. If your public comment is for an agendized item, please identify clearly the agenda item number and title in your email. Any written testimony for public comment submitted via email before 11:00 am the day of the meeting will be provided to the Board members electronically or in written format. All public comments receive before the meeting will become part of the meeting archive.
3. **Public comment during the meeting.** Members of the public can join the Zoom Meeting from a computer via Zoom at [ZOOM.OXNARDSD.ORG](https://zoom.us/j/11118), mobile device, tablet or by phone. The Zoom meeting information will be provided in every board meeting agenda. You can find the meeting information on the following webpage page <https://www.oxnardsd.org/Page/11118> as long as needed during the COVID-19 pandemic.

In order to facilitate effective remote participation for all, please remember a few courtesies of conference calls if you opt to use Zoom for the purpose of providing public comment:

- Please do not put the call on hold.
- Please do not have the television/website transmission of the meeting playing while you are speaking as you provide public comment. You must minimize background noise.

We ask that you please be patient as we adjust to these changes and implement these new modalities for connection and public engagement. We are committed to making our meetings as accessible as practicable during unprecedented times, but if you need additional accommodations or support for remote participation in advance of the meeting, please contact Monica Noriega at mnoriega@oxnardsd.org or Argelia Tellez at atellez@oxnardsd.org or call 805-385-1501.



OXNARD SCHOOL DISTRICT

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El Distrito Escolar de Oxnard recomienda la participación pública a distancia en línea, para las Reuniones de la Junta Directiva de Educación

Durante la pandemia COVID-19, el Distrito Escolar de Oxnard tiene el compromiso de acoger el aporte y la participación del público en el gobierno del distrito escolar, de una manera consistente con la recomendación de las autoridades de salud pública de refugiarse en el lugar (permanecer en casa). El Distrito recomienda la participación a distancia en línea, con el fin de fomentar la seguridad y salud de nuestra comunidad.

Con el fin de cumplir con las indicaciones de las autoridades de salud pública durante la pandemia COVID-19, el Distrito Escolar de Oxnard ha adoptado medidas para facilitar la participación pública en nuestra próxima reunión de la Junta Directiva de Educación, a través de los siguientes medios tecnológicos:

1. **Vea la reunión en vivo.** La reunión de la Junta Directiva de Educación del Distrito Escolar de Oxnard será transmitida en el sitio web del Distrito en www.osdtv.oxnardsd.org y también será transmitida por los canales de televisión por cable: Charter Spectrum Cable - Canal 20 y Frontier Communication - Canal 37
2. **Comentarios del público por adelantado.** Recomendamos a los miembros de público enviar sus comentarios con anticipación, antes de la reunión. Los comentarios del público pueden ser enviados por correo electrónico a OSD_BoardMeetings@oxnardsd.org. Además, puede traer sus comentarios por escrito a la oficina del distrito escolar entre las 9:00 AM y 12:00 PM. También, pueden depositar los comentarios por escrito en buzón localizado afuera de la oficina del distrito escolar hasta las cuatro de la tarde el día 1ro de abril. Por favor indique si el comentario público es sobre un tema que está en la agenda o que no está en la agenda. Si su comentario público es sobre un tema que está incluido en la agenda, por favor indique con claridad en su correo electrónico, el número y el título del tema. Toda declaración por escrito sobre comentarios públicos recibida vía correo electrónico antes de las 11:00 de la mañana del día en que tendrá lugar la reunión será entregada a la Junta Directiva por vía electrónica o por escrito. Todos los comentarios del público recibidos antes de la reunión formarán parte de los archivos de la reunión.
3. **Comentarios del público durante la reunión.** Los miembros del público también pueden participar en la reunión para proporcionar sus comentarios vía Zoom visitando la siguiente página: [ZOOM.OXNARDSD.ORG](https://zoom.us/j/11118). Usted puede unirse a la reunión a través de Zoom desde una computadora, dispositivo electrónico, tableta o teléfono. Durante la pandemia COVID-19, se proporcionará la información de Zoom en la agenda de cada reunión de la Junta Directiva. También, puede encontrar información de la junta visitando la siguiente página electrónica <https://www.oxnardsd.org/Page/11118> mientras sea necesario.

Con el fin de facilitar una participación a distancia efectiva para todos, por favor recuerde algunas de las reglas de cortesía de las conferencias telefónicas, si decide utilizar Zoom con el propósito de proporcionar su comentario público:

- Por favor no ponga la llamada en espera
- Por favor no mantenga encendida la transmisión de la reunión en la televisión/el sitio web mientras expresa su comentario público. Debe minimizar el ruido de fondo.

Les rogamos que tengan paciencia conforme nos ajustamos a estos cambios e implementamos estas nuevas formas de conexión y participación pública. Tenemos el compromiso de hacer que estas reuniones sean accesibles en la medida de lo posible, durante esta época sin precedentes. Sin embargo si usted necesita adaptaciones o apoyo adicionales para la participación a distancia, antes de la reunión, por favor contacte a Monica Noriega en mnoriega@oxnardsd.org o a Argelia Tellez en atellez@oxnardsd.org o llame al 805-385-1501.

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Jesus Vaca

Date of Meeting: June 24, 2020

Agenda Section: Section C: Consent Agenda

Personnel Actions (Vaca/Bond/Nair-Villano)

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:

Informational only.

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Human Resources, the Director, Certificated Human Resources, and the Director, Classified Human Resources, that the Board of Trustees approve the Personnel Actions, as presented.

ADDITIONAL MATERIALS:

Attached: [Personnel Actions COMPLETE \(two pages\).pdf](#)

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

Amstutz, Kristina	SPED Teacher	July 1, 2020
Arceo, Jasmine	SPED Teacher	July 1, 2020
Brown, Heather	Behavior Specialist	August 14, 2020
Cantos, Sally	Speech Therapist	August 17, 2020
Guzman, Jazmine	BCLAD Teacher	August 17, 2020
Harasty, Daniella	Speech Therapist	August 17, 2020
Hernandez, Guadalupe	SPED Teacher	July 1, 2020
Llanes, Adriana	SPED Teacher	August 17, 2020
Mason, Laura	SPED Teacher	July 1, 2020
Novak, Stephanie	Behavior Specialist	August 14, 2020
Peterson, Patricia	SPED Teacher	July 1, 2020
Pina, Janet	SPED Teacher	August 17, 2020
Raddas, Richard	SPED Teacher	July 1, 2020
Smith, Jennifer	Math Teacher	July 1, 2020
Solorio Cano, Margarita	SPED Teacher	August 17, 2020

Resignation

Bolognino, Julia	Behavior Specialist	June 26, 2020
Cortez, Naomi	Assistant Principal	June 30, 2020
Ladd, Kristen	Speech Therapist	June 18, 2020
Madden, Katrina	Director, SPED	May 19, 2020
McLain, Kristian	SPED Teacher	June 18, 2020

Retirement

Figuroa, LaRay	Teacher	June 30, 2020
Mendoza, Diane	Teacher	June 30, 2020

In Lieu of Layoff

Morataya, Maria I	Intermediate School Secretary, Position #6707 Driffill 8.0 hrs./192 days	08/03/2020
	Intermediate School Secretary, Position #6707 Curren 8.0 hrs./192 days	
Trevino Sanchez, Lydia	Intermediate School Secretary, Position #6241 Chavez 8.0 hrs./192 days	08/03/2020
	Intermediate School Secretary, Position #1503 Fremont 8.0 hrs./192 days	

Layoff

Barron, Alejandro	Office Assistant II, Position #631 Driffill 8.0 hrs./203 days	06/30/2020
Cabrera, Mayra A	Office Assistant II, Position #207 Lemonwood 8.0 hrs./203 days	06/30/2020
Coronado, Stephanie L	Intermediate School Secretary, Position #6710 Soria 8.0 hrs./192 days	06/30/2020
Garis, Danelle S	Site Technology Technician, Position #2504 Curren 7.0 hrs./221 days	06/30/2020
Godinez, Cristal N	Intermediate School Secretary, Position #6241 Chavez 8.0 hrs./192 days	06/30/2020
Gutierrez, Sami P	Intermediate School Secretary, Position #6244 Lemonwood 8.0 hrs./192 days	06/30/2020
Jasso, Maria De Jesus	Office Assistant II, Position #2172 Ritchen 7.0 hrs./203 days	06/30/2020
Perez, Maria A	Intermediate School Secretary, Position #6708 Kamala 8.0 hrs./192 days	06/30/2020
Sandoval, Alberto	Site Technology Technician, Position # 2502 Brekke 7.0 hrs./221 days	06/30/2020
Ball, Jason T	Site Technology Technician, Position #2505 Driffill 7.0 hrs./221 days	06/30/2020
Zavala, Rosalinda	Intermediate School Secretary, Position #933 Frank 8.0 hrs./192 days	06/30/2020

Medical Layoff

10313	Director, Classified Human Resources, Position #121	06/03/2020
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Retirement

Rivera, Matilde	Clerical Assistant, Position #877 McAuliffe 4.4hrs./183 days	07/01/2020
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OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Jesus Vaca

Date of Meeting: June 24, 2020

Agenda Section: Section C: Consent Agenda

Establish/Abolish/Increase/Reduce Hours of Position (Nair-Villano)

Abolish

a two hour 183 day Clerical Assistant position number 2423 to be abolished at Elm school. This position will be abolished due to the lack of funds.

a six hour 183 day Health Care Technician position number 8775 to be abolished in the Special Education department. This position will be abolished due to the lack of work.

FISCAL IMPACT:

Savings for Clerical Assistant: \$9,736 General funds

Savings for Health Care Technician: \$63,508 Special Education funds

RECOMMENDATION:

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

ADDITIONAL MATERIALS:

Attached:

OSD BOARD AGENDA ITEM

Name of Contributor: Betsy George

Date of Meeting: June 24, 2020

Agenda Section: Section C: Consent Agenda

**Approval of 2020-21 Education Protection Account (EPA) Spending Plan
(George/Crandall Plasencia)**

Proposition 30, The Schools and Local Public Safety Protection Act of 2012, approved by the voters on November 6, 2012, temporarily increases the state sales tax rate for all taxpayers and the personal income tax rates for upper-income taxpayers.

The revenues generated from Proposition 30 are deposited into a state account called the Education Protection Account (EPA). School districts, county offices of education, and charter schools (LEA's) will receive funds from the EPA based on their proportionate share of the statewide revenue limit amount. A corresponding reduction is made to an LEA's revenue limit or charter school general purpose state aid equal to the amount of their EPA entitlement. LEA's received EPA payments quarterly beginning with the 2013-14 fiscal year.

Proposition 30 requires that the use of EPA funds be determined by the governing board at an open public meeting. EPA funds can only be spent on instructional functions of the school district.

It is estimated that Oxnard School District will receive \$18,505,551.00 in EPA funding for 2020-21 fiscal year. The Assistant Superintendent, Business & Fiscal Services and the Director of Finance recommend the funds be used as outlined on the attachment.

FISCAL IMPACT:

None.

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Finance that the Board of Trustees approve the 2020-21 Education Protection Account Spending Plan as per the attachment.

ADDITIONAL MATERIALS:

Attached: [2020-21 Planned EPA Expenditures \(1 page\)](#)



**OXNARD SCHOOL DISTRICT
2020-21 PLANNED EDUCATION PROTECTION
ACCOUNT EXPENDITURES**

2020-21 Adopted Budget

Estimated EPA Amount Available

\$ 18,505,551

Estimated Amount per Site Distribution-Expenditure Function 1000
(Instruction, Salary & Benefits)

Soria	\$	1,245,233
Curren	\$	1,176,054
Driffill	\$	1,383,593
Elm	\$	726,386
Frank	\$	1,625,721
Fremont	\$	1,349,003
Harrington	\$	518,847
Haydock	\$	1,176,054
Chavez	\$	1,072,284
Kamala	\$	1,106,874
Lemonwood	\$	1,106,874
Marina West	\$	553,437
McAuliffe	\$	622,617
McKinna	\$	691,796
Marshall	\$	933,925
Ramona	\$	622,617
Ritchen	\$	622,617
Brekke	\$	622,617
Rose Avenue	\$	622,617
Sierra Linda	\$	726,386
	\$	<u>18,505,551</u>

2020-21 Total Estimated Expenditures

\$ 18,505,551

OSD BOARD AGENDA ITEM

Name of Contributor: Betsy George

Date of Meeting: June 24, 2020

Agenda Section: Section C: Consent Agenda

**Designation of Representative and Alternate to the Ventura County Schools
Self-Funding Authority's Board of Directors (George)**

The Ventura County Schools Self-Funding Authority (VCSSFA), our risk pool, requires that the Board of Trustees of member districts designate a Representative and Alternate to the VCSSFA Board.

The Administration recommends that the Board approve the following designations to the VCSSFA Board:

Representative: Mrs. Betsy George, Assistant Superintendent, Business & Fiscal Services
Alternate: Mrs. Norma Magaña, Risk Manager

FISCAL IMPACT:

N/A

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services that the Board approve the designations to the VCSSFA Board as outlined above, via execution of the attached form.

ADDITIONAL MATERIALS:

Attached: [Designation of VCSSFA Representative \(1 page\)](#)



DESIGNATION OF VCSSFA REPRESENTATIVE

The Governing Board of the _____ School District hereby designates the following as its **Representative** and **Alternate Representative** to the Ventura County Schools Self-Funding Authority (VCSSFA).

Effective Date

REPRESENTATIVE

ALTERNATE

Name

Name

Title

Title

Street Address

Street Address

City and Zip Code

City and Zip Code

Telephone

Telephone

FAX

FAX

E-mail Address

E-mail Address

The Representative is authorized to and shall act as the District’s agent in all matters related to the VCSSFA business.

President, Governing Board

Date

Representative

Date

Superintendent

Date

Alternate

Date

OSD BOARD AGENDA ITEM

Name of Contributor: Betsy George

Date of Meeting: June 24, 2020

Agenda Section: Section C: Consent Agenda

Approval of Destruction of Records (George/Franz)

The records on the attached list have reached the end of their hard copy retention period. All Class 1 records and some Class 2 records are scanned for permanent storage. Class 3 records are destroyed without scanning for permanent retention. Board authorization is requested to dispose of these records.

FISCAL IMPACT:

None

RECOMMENDATION:

It is the recommendation of the Director, Purchasing, and the Assistant Superintendent, Business & Fiscal Services, that the Board of Trustees approve the destruction of these records that have reached the end of their hard copy retention period as listed above.

ADDITIONAL MATERIALS:

Attached: [Destruction of Records - June 2020 \(1 Page\)](#)

The following records have reached the end of their hard copy retention period. All Class 1 records and some Class 2 records are scanned for permanent storage. Class 3 records are destroyed without scanning for permanent retention. Board authorization is requested to dispose of these records.

DESCRIPTION	YEAR(S)	SCHOOL/DEPARTMENT	RECORD CLASS
Developer Fees	2006-2013	Budget	1
Ramona Bids	1999-2000	Purchasing	1
Marshall Misc. Bids	2001-2004	Purchasing	1
BFGC Architects/Misc. Projects	1997-2001	Purchasing	1

OSD BOARD AGENDA ITEM

Name of Contributor: Betsy George

Date of Meeting: June 24, 2020

Agenda Section: Section C: Consent Agenda

Certification of Signatures (George)

Annually at the beginning of each fiscal year, or after any reorganization or staff change, school districts need to declare the agent(s) authorized to sign orders, warrants, contracts, documents, etc. A statement of authorized agent(s) along with a verified signature must be filed with School Business and Advisory Services at the Ventura County Office of Education.

FISCAL IMPACT:

None.

RECOMMENDATION:

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

ADDITIONAL MATERIALS:

Attached: [Certification of Signatures \(3 pages\)](#)

OXNARD SCHOOL DISTRICT

CERTIFICATION OF SIGNATURES

I, Dr. Karling Aguilera-Fort, Superintendent/Secretary to the Board of Trustees of the Oxnard School District of Ventura County, California, certify that the signatures shown below are the verified signatures of the members of the Governing Board of the above-named school district (Part 1). Verified signatures of the person or persons authorized to sign orders drawn on the funds of the school district, Notices of Employment, Contracts, etc., appear in Part 2. These certifications are made in accordance with the provisions of Education Code Sections indicated.* If those authorized to sign orders shown in Part 2 are unable to do so, the law requires the signatures of the majority of the Governing Board.

Unless amended by Board action, these approved signatures will be considered valid for the period of July 1, 2020 through December 31, 2020.

Date of Board Action: June 24, 2020

Signature: _____
Dr. Karling Aguilera-Fort,
Superintendent/Secretary to
the Board of Trustees

PART I

Signatures of Members of the Board

Signature: _____
Debra M. Cordes, Clerk
of the Board of Trustees

Signature: _____
Jarely Lopez, Member
of the Board of Trustees

Signature: _____
Monica Madrigal Lopez, President
of the Board of Trustees

Signature: _____
Denis O'Leary, Member
of the Board of Trustees

Signature: _____
Veronica Robles-Solis, Member
of the Board of Trustees

*Education Code Sections
42632, 42633

PART 2

Signatures of Personnel and/or Members of the Governing Board authorized to Sign Checks, Orders for Salary Payment, Notices of Employment, Contracts, etc. Please list after each name all items that person is authorized to sign.

Signature: _____

Dr. Karling Aguilera-Fort

Title: District Superintendent

Authorized to Sign: Warrants, Orders for Salary Payment, Notices of Employment, Contracts, Reports, Budgets, Budget Transfers, Inter-fund and Intra-fund Transfers, Cafeteria, Revolving and Clearing Account Checks, Federal and State Applications, Warrant Orders, Appointment of Authorized Agents for Federal and State Applications, Appointment of Representatives to Acquire Surplus Property and All Documents Requiring the Signature of Secretary or Clerk.

Signature: _____

VACANT

Title: Assistant Superintendent, Human Resources & Support Services

Authorized to Sign: Warrants, Orders for Salary Payment, Notices of Employment, Contracts, Reports, Budgets, Budget Transfers, Inter-fund and Intra-fund Transfers, Cafeteria, Revolving, and Clearing Account Checks, Federal and State Applications, and Warrant Orders.

Signature: _____

Betsy George

Title: Assistant Superintendent, Business & Fiscal Services

Authorized to Sign: Warrants, Orders for Salary Payment, Notice of Employment, Contracts, Purchase Orders, Reports, Budgets, Budget Transfers, Inter-fund and Intra-fund Transfers, Cafeteria, Revolving and Clearing Account Checks, Federal and State Applications, and Warrant Orders.

Page Three

Signature: _____

Dr. Anabolena DeGenna

Title: Assistant Superintendent, Educational Services

Authorized to Sign: Warrants, Orders for Salary Payment, Notices of Employment, Contracts, Reports, Budgets, Budget Transfers, Inter-fund and Intra-fund Transfers, Cafeteria, Revolving, and Clearing Account Checks, Federal and State Applications, and Warrant Orders.

Signature: _____

Mary Crandall Plasencia

Title: Director of Finance

Authorized to Sign: A and B Warrants, Inter-fund and Intra-fund Transfers, Miscellaneous Income Collection Reports, Cafeteria, Revolving and Clearing Account Checks.

Signature: _____

Lisa A. Franz

Title: Director of Purchasing

Authorized to Sign: Purchase Orders, Board-Approved Contracts.

OSD BOARD AGENDA ITEM

Name of Contributor: Betsy George

Date of Meeting: June 24, 2020

Agenda Section: Section C: Consent Agenda

Selection of Vendors for Child Nutrition Program (George/Lugotoff)

The Oxnard School District Department of Child Nutrition Services is making recommendations for vendor selection for the 2020-21 school year. The selected vendors have a history of providing a high quality of products and service to the district.

FISCAL IMPACT:

None.

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Business and Fiscal Services, and the Director of Child Nutrition Services that the Board of Trustees approve the selection of vendors for the Child Nutrition Program for the 2020-21 school year.

ADDITIONAL MATERIALS:

Attached: [Memo re: Selection of Vendors \(1 page\)](#)



OXNARD SCHOOL DISTRICT

1051 South "A" Street • Oxnard, California 93030 • 805/385-1501 • www.oxnardsd.org

Child Nutrition Services

To: Betsy George, Assistant Superintendent
From: Suzanne Lugotoff, Director of Child Nutrition Services
Date: June 5, 2020
Re: **Selection of Vendors for Child Nutrition Services, 2020-21 School Year**

Oxnard School District Child Nutrition Services Department is making recommendations for vendor selections for the 2020-21 school year. The selected vendors have a history of providing high-quality products and service to the district.

Grocery and Dry Goods

The recommended vendor is Jordano's Food Service Inc. Jordano's was selected as the responsive, responsible bidder through a competitive RFP conducted by the Oxnard School District for grocery and dry goods distribution in May of 2020.

Frozen and Commodity Foods Distribution

The recommended vendor is Gold Star Foods-Frozen Foods. Gold Star was selected as the responsive, responsible bidder through a competitive bid conducted by Oxnard School District for frozen and commodity foods distribution in 2019. The RFP can be rolled over for the 2020-21 school year.

Paper and Plastics Products

The recommended vendor is P and R Paper Supply. P and R Paper Supply was selected as the responsive, responsible bidder through a competitive RFP conducted by the Oxnard School District for paper and plastics distribution in 2018. The bid can be rolled over for the 2020-21 school year.

Milk and Dairy Products

The recommended vendor for dairy products is Driftwood Dairy. Driftwood Dairy was selected as the responsive, responsible bidder through competitive RFP conducted by Oxnard School District for milk and dairy products distribution in 2019. The RFP can be rolled over for the 2020-21 school year.

Produce

The recommended vendor is The Berry Man Inc. Produce Company. The Berry Man was selected as the responsive, responsible bidder for fresh produce through a competitive RFP conducted by Oxnard School District in 2018. The RFP can be rolled over for the 2020-21 school year.

Bread and Bakery Goods

The recommended vendor is Puritan Bakery. The Oxnard School District is piggybacking on the Oxnard Union High School District Bread and Bakery Products RFP that was conducted in May of 2019. The RFP can be rolled over for the 2020-21 school year.

OSD BOARD AGENDA ITEM

Name of Contributor: Betsy George

Date of Meeting: June 24, 2020

Agenda Section: Section C: Consent Agenda

Approval to Allow Purchasing to Utilize Piggyback Bids for Goods and Services throughout Fiscal Year 2020/2021 (George/Franz)

In an effort to reduce costs and reduce continuous board approval requests throughout the year, District Administration requests the Board's approval to use piggyback bids to purchase products and services. The District has used piggyback bids such as California Multiple Award Schedules (CMAS), CalSave, Los Angeles Unified School District contracts, National Intergovernmental Purchasing Alliance (National IPA), National Joint Powers Alliance (NJPA), U.S. Communities and Western States Contracting Alliance to purchase computers, equipment, office supplies, custodial supplies, copiers, furniture, printers and more.

The State of California Department of General Services (DGS) and Public Contract Code §20118 allow school districts to participate in Cooperative Purchasing Programs. Districts and other agencies throughout California and other states may include a piggyback clause in their bid documents and contracts with vendors. This allows other Districts, if beneficial, to bypass their own bid process and utilize goods or services that have already been bid. Large districts purchasing a high volume of goods/services that include a piggyback clause in their contracts, will allow other districts to benefit in the cost savings. Purchasing staff will evaluate and compare bid pricing of available programs to determine the most cost effective avenue for the District.

FISCAL IMPACT:

Any fees incurred will be charged to end user's budget.

RECOMMENDATION:

It is the recommendation of the Director of Purchasing, and the Assistant Superintendent, Business & Fiscal Services, that the Board of Trustees approve the utilization of piggyback bids for purchasing products and services, as presented.

ADDITIONAL MATERIALS:

Attached:

OSD BOARD AGENDA ITEM

Name of Contributor: Betsy George

Date of Meeting: June 24, 2020

Agenda Section: Section C: Consent Agenda

Purchase Order/Draft Payment Report #19-09 (George/Franz)

The attached report contains the following for the Board's approval/ratification:

1. A listing of Purchase orders issued 05/08/2020 through 06/11/2020 for the 2019-2020 school year, for \$2,813,053.29.
2. There have been no Draft Payments issued from 05/08/2020 through 06/11/2020, for the 2019-2020 school year.

FISCAL IMPACT:

N/A

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Purchasing that the Board of Trustees approve Purchase Order/Draft Payment Report #19-09 as submitted.

ADDITIONAL MATERIALS:

Attached: [Purchase Order/Draft Payment Report #19-09 \(4 Pages\)](#)

(See Last Page) ***

PO Number	Vendor Name	Loc	Description	Order Amount
NP20-00070	P And R Paper Supply Co	CNS	stores	7,904.60
NP20-00071	P And R Paper Supply Co	CNS	stores	1,090.86
P20-03435	Amazon Com	HARRINGTON	MATERIALS & SUPPLIES INSTRUCTION	381.10
P20-03666	School Datebooks	LEMONWOOD	MAT/SUPPLIES (Instruction)	4,430.15
P20-03695	LIBERTY PAPER	WAREHOUSE	Stores Supplies	21,224.60
P20-03696	Superior Sanitary Supplies	FACILITIES	Custodial Equipment	8,842.02
P20-03697	Jordanos Inc	CNS	supplies-community feeding	34,480.00
P20-03698	The Berry Man Inc	CNS	supplies-community feeding	36,000.00
P20-03699	AVID CENTER REGISTRATIONS	ASSESS ACCOUN	Conf - LCAP 1.23	45,900.00
P20-03700	LA LIBRERIA INC	CHAVEZ	BOOKS OTHER THAN TEXTBOOKS-INSTRUCTIONAL	2,424.76
P20-03701	LA LIBRERIA INC	CHAVEZ	BOOKS OTHER THAN TEXTBOOKS-INSTRUCTIONAL	1,992.12
P20-03702	CPI	Special Ed	MEMBERSHIP (D.GARCIA, J.JASSO,A.VASQUEZ, MENDOZA)	450.00
P20-03703	Amazon Com	Special Ed	MATL/SUP	31.78
P20-03704	Apple Computer Inc	IT	MTLS(IPADS KINDER)	661,067.80
P20-03705	City Of Ventura	BREKKE	SERV	456.00
P20-03706	Express Business Machines	RISK MGMT	REPAIR	130.00
P20-03707	VIDA NEWSPAPER	Pupil Srvs	SERV	1,968.76
P20-03708	Ventura Co Office Of Education	Special Ed	SERV (EA061202)	1,673.10
P20-03709	Ventura Co Office Of Education	Special Ed	SERV (LG102505)	769.95
P20-03710	Jostens, Inc	MARSHALL	MATL/SUP	1,146.01
P20-03711	EMPIRE CLEANING SUPPLY	FACILITIES	EQUIP (COVID 19)	90,380.70
P20-03712	EMPIRE CLEANING SUPPLY	FACILITIES	MATL/SUPL (COVID 19)	2,526.74
P20-03713	Ashton Awards Inc Aswell Troph y	ED SERVICES	MTLS/SUPL (GRADUATION)	14,258.02
P20-03714	Sinclair Sanitary Supply Inc	WAREHOUSE	Stores Supplies	2,417.91
P20-03715	Veritiv Operating Company	MCKINNA	MTLS/SUPL	1,580.15
P20-03716	Amazon Com	FACILITIES	MATL/ SUPL	119.97
P20-03717	Gold Star Foods	CNS	supplies-community feeding	25,877.50
P20-03718	Uline	ERC	Supplies	512.08
P20-03719	SCHOOL TECH SUPPLY	CNS	equipment	1,425.15
P20-03720	SCHOOL TECH SUPPLY	IT	MTLS/SUPL(WEBCAM)	1,687.24
P20-03721	IMAGE ONE CORP	BUSINESS	SERV	1,877.35
P20-03722	Acorn Paper Products Co	WAREHOUSE	Stores Supplies	894.33
P20-03723	Ventura Co Office Of Education	Special Ed	SERV	22,191.40
P20-03724	MobyMax, LLC	CURREN	SERV/INSTR	4,995.00
P20-03725	Gold Star Foods	CNS	supplies-community feeding	31,193.42
P20-03726	Casa Pacifica	Special Ed	SERV	11,761.32
P20-03727	Dell Direct Sales Lp	Special Ed	EQUIP	1,253.79
P20-03728	ADVANCED CLASSROOM TECHNOLOGIE S, INC	MCKINNA	BOND/EQUIP (F&E - TV-LIBRARY)	6,930.50
P20-03729	Ventura Co Office Of Education	Pupil Srvs	SERV (HEARING SVCS)	2,200.00
P20-03730	CDW G	EARLY CHILDHOC	SOFT - Instruction	176.17
P20-03731	TEXTHELP INC	Special Ed	SFTW/APPS-INSTRUCTION	156.24
P20-03732	ORIENTAL TRADING COMPANY	CHAVEZ	MTLS/ SUPL	44.90
P20-03733	Document Tracking Services Llc	Pupil Srvs	SVCS	386.60
P20-03734	COUNTY OF VENTURA	FACILITIES	FEES/ESTRADA	311.88

*** See the last page for criteria limiting the report detail.

The preceding Purchase Orders have been issued in accordance with the District's Purchasing Policy and authorization of the Board of Trustees. It is recommended that the preceding Purchase Orders be approved and that payment be authorized upon delivery and acceptance of the items ordered.

ESCAPE ONLINE

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(See Last Page) ***

PO Number	Vendor Name	Loc	Description	Order Amount
P20-03735	GREAT WESTERN INSTALLATIONS IN C	FACILITIES	Def Maint / Site Improv / KAMALA	29,961.36
P20-03736	CDW G	RAMONA	SERV	176.17
P20-03737	NATIONAL GEOGRAPHIC LEARNING	ED SERVICES	TEXTBOOKS/ BOOKBARN	29,906.01
P20-03738	WINSOR LEARNING INC	ED SERVICES	MATLS/ BOOKBARN	28,048.35
P20-03739	Kelly Paper	GRAPHICS	Materials and Supplies	1,343.37
P20-03740	CYDNEY M. FOX dba/ AUDIOLOGY SOLUTIONS LA	Special Ed	SERV	30,000.00
P20-03741	LABSOURCE, INC	WAREHOUSE	STORES (COVID-19)	929.34
P20-03742	DATAFINCH TECHNOLOGIES	Special Ed	SERV/LICENSE	8,996.40
P20-03743	Scholastic Inc	MCAULIFFE	MAT/SUPL-Instructional	74.14
P20-03744	P And R Paper Supply Co	CNS	supplies-community feeding	144.00
P20-03745	Southwest School & Office Sup	WAREHOUSE	Stores Supplies	897.28
P20-03746	JA FOOD SERVICE CORP	CNS	supplies-community feeding	27,480.00
P20-03747	Gold Star Foods	CNS	supplies-community feeding	50,000.00
P20-03748	Jordanos Inc	CNS	supplies-community feeding	2,034.78
P20-03749	Office Depot Bus Ser Div	WAREHOUSE	Stores Supplies	1,100.47
P20-03750	Amazon Com	LEMONWOOD	MATLS/ SUPL	29.00
P20-03751	EMPIRE CLEANING SUPPLY	WAREHOUSE	MTLS(COVID-19)	7,734.30
P20-03752	Uline	SORIA	MTLS/ SUPL	937.43
P20-03753	DICK BLICK COMPANY BLICK ART MATERIALS	WAREHOUSE	Stores Supplies	616.76
P20-03754	Ventura Co Office Of Education	ENGLISH LEARNE	CONF	40.00
P20-03755	Casa Pacifica	Special Ed	SERV (JCM032007)	62,350.32
P20-03756	Veritiv Operating Company	WAREHOUSE	STORES	3,950.38
P20-03757	School Life, div of ImageStuff	ROSE	MATLS/SUP	78.21
P20-03758	Houghton Mifflin Harcourt	ED SERVICES	TEXTBKS	24,196.34
P20-03759	MCGRAW HILL EDUCATION, INC	ED SERVICES	TEXTBKS	4,675.81
P20-03760	NATIONAL GEOGRAPHIC LEARNING	ED SERVICES	TEXTBKS/FRA	3,124.75
P20-03761	24HOURWRISTBANDS,IMPRINT.C OM	ED SERVICES	MTLS/ SUPL (GRADUATION)	4,108.40
P20-03762	Ashton Awards Inc Aswell Troph y	ED SERVICES	MATLS/SUP	18,731.26
P20-03763	GATEWAY EDUCATION HOLDINGS LLC SAVVAS LEARNING CO., LLC	ED SERVICES	TEXTBKS/BOOKBARN/FRA	3,233.95
P20-03764	Grainger Inc	WAREHOUSE	MATL/Equipment	606.31
P20-03765	Office Depot Bus Ser Div	WAREHOUSE	Stores Supplies	821.92
P20-03766	Sunrise Phys Therapy Svcs In	SUPERINTENDEN	Supplies	899.02
P20-03767	Superior Sanitary Supplies	SORIA	MTLS/ SUPL	1,128.01
P20-03768	Ashton Awards Inc Aswell Troph y	ELM	MTLS/ SUPL	161.63
P20-03769	BSN Sports	WAREHOUSE	Stores Supplies	318.08
P20-03770	Extreme Clean	WAREHOUSE	Stores Supplies	584.44
P20-03771	Southwest School & Office Sup	WAREHOUSE	STORES	296.83
P20-03772	SCHOLASTIC-FACE AND LITERACY I NITIATIVES	SAN MIGUEL	MTLS/ SUPL	17.07
P20-03773	SCHOOL TECH SUPPLY	RAMONA	EQUIP (COMPUTER-DR. DURAN)	2,132.37
P20-03774	SANTA BARBARA ZOO	KAMALA	FIELDTRIP	905.00

*** See the last page for criteria limiting the report detail.

The preceding Purchase Orders have been issued in accordance with the District's Purchasing Policy and authorization of the Board of Trustees. It is recommended that the preceding Purchase Orders be approved and that payment be authorized upon delivery and acceptance of the items ordered.

ESCAPE ONLINE

Page 2 of 4

(See Last Page) ***

PO Number	Vendor Name	Loc	Description	Order Amount
P20-03775	BARNES AND NOBLE BOOKSELLERS, INC.	ED SERVICES	MTLS/ SUPL	899.92
P20-03776	Food Safety Systems	CNS	other services	2,241.61
P20-03777	Spicers Paper Inc	GRAPHICS	Materials and Supplies	1,770.60
P20-03778	CANON SOLUTIONS AMERICA INC	GRAPHICS	Materials and Supplies	2,351.11
P20-03779	Veritiv Operating Company	GRAPHICS	Materials and Supplies	1,630.06
P20-03780	Kelly Paper	GRAPHICS	Materials and Supplies	601.25
P20-03781	Sinclair Sanitary Supply Inc	WAREHOUSE	Stores Supplies	1,383.94
P20-03782	Quiroz Auto Glass	FACILITIES	REPAIR	193.95
P20-03783	ARAMARK UNIFORM & CAREER APPAR EL	FACILITIES	MATLS/ SUPL	2,449.80
P20-03784	CHARLES M PARRENT DBA/ FALCON ROOFING COMPANY	FACILITIES	DEF MAINT/BLDG (HAY ROOFING PROJ)	86,886.00
P20-03785	School Tech Supply	SORIA	EQUIP/Matis/Sup	3,405.89
P20-03786	Reading Horizons	Special Ed	SERV/ SUBSR.	46,763.50
P20-03787	MCGRAW HILL EDUCATION, INC	ED SERVICES	TEXTBKS	1,096,088.81
P20-03788	Dell Direct Sales Lp	ED SERVICES	EQUIP. COVID-19	3,910.39
P20-03789	JENNIFER PORTER dba/D&J PAINTI NG	FACILITIES	DEF MAINT/BLDG (MCA/KAM PAINTING PROJ)	42,000.00
P20-03790	Reliable Floor Covering Co	FACILITIES	DEF MAINT/BLDG (MCA/RAM/FRA FLOORING PROJ)	107,202.00
P20-03791	Southwest School & Office Sup	WAREHOUSE	Stores Supplies	2,983.23
Total Number of POs			101	Total 2,813,053.29

Fund Recap

Fund	Description	PO Count	Amount
010	GENERAL FUND	83	2,320,025.34
120	CHILD DEVELOPMENT FUND	1	176.17
130	CAFETERIA FUND	12	219,871.92
140	DEFERRED MAINTENANCE FUND	4	266,049.36
214	BOND FUND MEASURE D 2016	1	6,930.50
Total Fiscal Year 2020			2,813,053.29
Total			2,813,053.29

*** See the last page for criteria limiting the report detail.

The preceding Purchase Orders have been issued in accordance with the District's Purchasing Policy and authorization of the Board of Trustees. It is recommended that the preceding Purchase Orders be approved and that payment be authorized upon delivery and acceptance of the items ordered.

ESCAPE ONLINE

(See Last Page) ***

PO Changes

	<u>New PO Amount</u>	<u>Fund/ Object</u>	<u>Description</u>	<u>Change Amount</u>
P18-01432	10,607,899.00	214-6270	BOND FUND MEASURE D 2016/MAIN BUILDING CONTRA	702,704.00
P19-04969	1,627,135.88	010-3921	GENERAL FUND/PARS PAYOUT, CERTIFICATED	613,308.41
		010-3922	GENERAL FUND/PARS PAYOUT, CLASSIFIED	200,258.53
			Total PO P19-04969	813,566.94
P20-00040	28,460.00	010-5800	GENERAL FUND/PROFESSIONAL/CONSULTING SERV	46,540.00-
P20-00100	28,000.00	010-5800	GENERAL FUND/PROFESSIONAL/CONSULTING SERV	2,000.00
P20-00163	15,000.00	010-4328	GENERAL FUND/STRUCTURAL SUPPLIES	12,000.00
P20-00172	6,500.00	010-4323	GENERAL FUND/HVAC SUPPLIES	1,500.00
P20-00173	9,000.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	1,000.00
P20-00289	10,425.00	010-5800	GENERAL FUND/PROFESSIONAL/CONSULTING SERV	425.00
P20-00394	7,500.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	1,000.00
P20-00537	5,000.00	010-5800	GENERAL FUND/PROFESSIONAL/CONSULTING SERV	10,000.00-
P20-00603	3,150.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	400.00
P20-00767	4,500.00	010-4351	GENERAL FUND/MISC GARDENING SUPPLIES	500.00
P20-00779	15,500.00	010-5800	GENERAL FUND/PROFESSIONAL/CONSULTING SERV	4,000.00
P20-00827	9,740.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	2,940.00
P20-01089	600.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	100.00
P20-01180	83,000.00	010-5800	GENERAL FUND/PROFESSIONAL/CONSULTING SERV	73,000.00
P20-02531	49,573.66	010-5100	GENERAL FUND/PROFESSIONAL/CONSULTING	22,846.96
P20-02534	46,605.36	010-5100	GENERAL FUND/PROFESSIONAL/CONSULTING	17,160.00
		010-5800	GENERAL FUND/PROFESSIONAL/CONSULTING SERV	5,190.90-
			Total PO P20-02534	11,969.10
P20-02537	51,824.27	010-5100	GENERAL FUND/PROFESSIONAL/CONSULTING	26,824.27
		010-5800	GENERAL FUND/PROFESSIONAL/CONSULTING SERV	556.23
			Total PO P20-02537	27,380.50
P20-02539	58,244.75	010-5100	GENERAL FUND/PROFESSIONAL/CONSULTING	16,844.41
		010-5800	GENERAL FUND/PROFESSIONAL/CONSULTING SERV	3,223.66-
			Total PO P20-02539	13,620.75
P20-02542	44,359.21	010-5100	GENERAL FUND/PROFESSIONAL/CONSULTING	19,359.21
		010-5800	GENERAL FUND/PROFESSIONAL/CONSULTING SERV	3,699.54
			Total PO P20-02542	23,058.75
P20-02648	1,139.77	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	561.92
P20-02901	80.81	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	4.46
P20-03066	131.23	010-4200	GENERAL FUND/BOOKS OTHER THAN TEXTBOOKS	1.92-
P20-03082	43,970.50	010-5100	GENERAL FUND/PROFESSIONAL/CONSULTING	13,084.50
P20-03399	299.82	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	147.94
P20-03413	25.27	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	54.80-
P20-03441	44.35	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	7.52-
P20-03520	2,237.83	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	770.91-
P20-03671	294.01	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	44.96-
			Total PO Changes	1,670,390.71

The preceding Purchase Orders have been issued in accordance with the District's Purchasing Policy and authorization of the Board of Trustees. It is recommended that the preceding Purchase Orders be approved and that payment be authorized upon delivery and acceptance of the items ordered.

ESCAPE ONLINE

OSD BOARD AGENDA ITEM

Name of Contributor: Betsy George

Date of Meeting: June 24, 2020

Agenda Section: Section C: Consent Agenda

Resolution #20-01 to Authorize Appropriation Transfers for 2019-2020 (George/Crandall Plasencia)

The administration is requesting Board Approval of Resolution #20-01, authorizing the Assistant Superintendent of Business & Fiscal Services to make such appropriation transfers as may be necessary for the 2019-2020 fiscal year.

FISCAL IMPACT:

None.

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Finance that the Board of Trustees approve Resolution #20-01 to authorize appropriation transfers for the 2019-20 fiscal year, and authorize its filing with the Ventura County Office of Education.

ADDITIONAL MATERIALS:

Attached: [Resolution #20-01 \(1 page\)](#)

OXNARD SCHOOL DISTRICT
RESOLUTION #20-01
TO AUTHORIZE APPROPRIATION TRANSFERS

WHEREAS, the Oxnard School District has need to make appropriation transfers at year end to permit the payment of obligations of the district incurred during the school year; and

WHEREAS, the district may authorize a district employee to make such transfers between unappropriated fund balances and any expenditure classifications to balance any expenditure classification;

BE IT THEREFORE RESOLVED that the Oxnard School District authorizes the Assistant Superintendent of Business & Fiscal Services to make such appropriation transfers as may be necessary to permit payment of obligations of the District incurred during the 2019-20 fiscal year.

Adopted this 24th day of June, 2020.

Ayes:

Noes:

Absent:

THIS IS TO CERTIFY that the above Resolution was adopted by the Board of Trustees at a regular meeting of the Board held on June 24, 2020.

President, Board of Trustees
Oxnard School District

OSD BOARD AGENDA ITEM

Name of Contributor: Betsy George

Date of Meeting: June 24, 2020

Agenda Section: Section C: Consent Agenda

Resolution #20-02 for Authorization to Make Temporary Loans Between District Funds for 2020-2021 (George/Crandall Plasencia)

The Administration is requesting Board approval of Resolution #20-02, allowing for temporary transfer of cash from one district fund to another in order to meet the financial obligations of the District as the need may arise during the 2020-2021 fiscal year.

FISCAL IMPACT:

None.

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Finance that the Board of Trustees approve Resolution #20-02 authorizing temporary loans between district funds, and authorize its filing with the Ventura County Office of Education.

ADDITIONAL MATERIALS:

Attached: [Resolution #20-02 \(1 page\)](#)

**OXNARD SCHOOL DISTRICT
RESOLUTION #20-02
TO AUTHORIZE TEMPORARY TRANSFER
OF FUNDS FISCAL YEAR 2020-2021**

WHEREAS, pursuant to Education Code section 42603, the governing board of any school district may direct that moneys held in any fund or account may be temporarily transferred to another fund or account of the district for payment of obligations. The transfer shall be accounted for as temporary borrowing between funds or accounts and shall not be available for appropriation or be considered income to the borrowing fund or account. Amounts transferred shall be repaid either in the same fiscal year, or in the following fiscal year if the transfer takes place within the final 120 calendar days of the fiscal year. Borrowing shall occur only when the fund or account receiving the money will earn sufficient income, during the current fiscal year, to repay the amount transferred. No more than 75 percent of the maximum of moneys held in any fund or account during a current fiscal year may be transferred.

WHEREAS, when there are insufficient funds to meet district obligations in the fund, and

WHEREAS, funds can be temporarily transferred from one or more funds to another fund of the district to be used for the payment of district obligations, and

WHEREAS, repayment of the temporary loan will be made from income received, and

THEREFORE, BE IT RESOLVED that the Board of Trustees of the Oxnard School District authorizes the temporary transfer of cash from one district fund to another in order to meet the financial obligations of the District as the need may arise during the 2020-2021 fiscal year.

PASSED AND ADOPTED this 24th day of June, 2020 by the Board of Trustees of the Oxnard School District of Ventura County, California, by the following vote:

Ayes:

Noes:

Absent:

President, Board of Trustees
Oxnard School District

OSD BOARD AGENDA ITEM

Name of Contributor: Betsy George

Date of Meeting: June 24, 2020

Agenda Section: Section C: Consent Agenda

**Resolution #20-03: Authorization for Expenditure Transfers for 2020-2021
(George/Crandall Plasencia)**

The Administration is requesting Board approval of Resolution #20-03 authorizing the Superintendent to make such expenditure transfers as may be necessary to adjust any cost accounting allocation when the expenditure has been approved by the Board at the previous meeting, and when the transfer does not result in a deficit balance of the budget appropriation of the account to which the expenditure would be made for the 2020-2021 fiscal year.

FISCAL IMPACT:

None.

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Finance that the Board of Trustees approve Resolution #20-03 authorizing expenditure transfers for the 2020-21 fiscal year, and authorize its filing with the Ventura County Office of Education.

ADDITIONAL MATERIALS:

Attached: [Resolution #20-03 \(1 page\)](#)

OXNARD SCHOOL DISTRICT

**RESOLUTION #20-03
AUTHORIZATION FOR EXPENDITURE TRANSFERS**

WHEREAS, The School Business and Advisory Services of the Ventura County Office of Education requires minutes orders of the Board accompany the notice of expenditure transfers, and

WHEREAS, a blanket authorization would satisfy this requirement;

BE IT THEREFORE RESOLVED that the Oxnard School District Board of Trustees hereby authorize the Superintendent to make such expenditure transfers as may be necessary for the 2020-2021 fiscal year, to adjust any cost accounting allocation when the expenditure has been approved by the Board at the previous meeting, and when the transfer does not result in a deficit balance of the budget appropriation of the account to which the expenditure would be made for the 2020-2021 fiscal year.

ADOPTED THIS 24th day of June, 2020.

AYES:

NOES:

ABSENT:

THIS IS TO CERTIFY that the above Resolution was adopted by the Board of Trustees at a regular meeting of the Board held on June 24, 2020.

President, Board of Trustees
Oxnard School District

OSD BOARD AGENDA ITEM

Name of Contributor: Betsy George

Date of Meeting: June 24, 2020

Agenda Section: Section C: Consent Agenda

Resolution #20-04: Authority for the Board of Trustees to Improve Salaries and Benefits for Certain Categories of Employees after July 1, 2020 (George/Crandall Plasencia)

The Administration is requesting Board approval of Resolution #20-04, reserving the right to improve salaries and benefits for certain categories of employees after July 1, 2020.

FISCAL IMPACT:

None.

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Finance that the Board approve Resolution #20-04 reserving the right to improve salaries and benefits for certain categories of employees after July 1, 2020, and authorize its filing with the Ventura County Office of Education.

ADDITIONAL MATERIALS:

Attached: [Resolution #20-04 \(1 page\)](#)

OXNARD SCHOOL DISTRICT

RESOLUTION #20-04

**AUTHORITY FOR THE BOARD OF TRUSTEES TO
IMPROVE SALARIES AND BENEFITS FOR CERTAIN
CATEGORIES OF EMPLOYEES AFTER JULY 1, 2020**

The recommendation is that the Board of Trustees reserve the right to grant to those employees who are members of the confidential, supervisory, or management groups, and as such are not covered by labor contracts, the right to salary and benefits improvements. This Resolution would remove any doubt that the Board of Trustees has the right to improve salaries and benefits to non-represented employees on or after July 1, 2020, and to set the amounts and effective date of any such improvements.

WHEREAS, employees who are in confidential, supervisory, or management positions, whether certificated or classified, and as such, no members of collective bargaining units, and their salaries and benefits are not negotiated in labor contracts; and,

WHEREAS, the Board of Trustees believes that salary and benefits consideration should be given to employees in confidential, supervisory, or management positions,

THEREFORE BE IT RESOLVED that the Board of Trustees of the Oxnard School District reserves the right to consider and to improve salaries and benefits of confidential, supervisory or management employees in Fiscal Year 2020-2021 and to make any such salary and benefits improvements effective July 1, 2020, or at any date thereafter during Fiscal Year 2020-2021.

This is to certify that the above Resolution was adopted by the Board of Trustees at a regular meeting of the Board held on June 24, 2020.

AYES:

NOES:

ABSENT:

President, Board of Trustees
Oxnard School District

OSD BOARD AGENDA ITEM

Name of Contributor: Betsy George

Date of Meeting: June 24, 2020

Agenda Section: Section C: Facilities Agreement

Approval of Agreement #20-10 with Ventura County Office of Education (VCOE) for Use of Facilities at Ritche School (George)

VCOE operates a Special Education program at Ritche School, occupying one classroom and one co-ed ADA-compliant restroom. VCOE pays OSD an annual facilities use fee, to be adjusted each year based on the Consumer Price Index (CPI).

Renewal agreement #20-10 for the 2020-21 fiscal year is presented herewith for the Board's consideration.

FISCAL IMPACT:

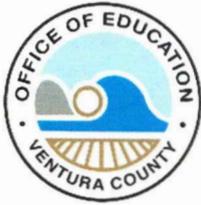
\$8,444.25 to be paid to OSD for 2020-21 FY.

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services that the Board of Trustees approve agreement #20-10 with VCOE as outlined above.

ADDITIONAL MATERIALS:

Attached: [Agrmt #20-10 \(2 pages\)](#)



AGREEMENT FOR USE OF FACILITIES
BETWEEN
OXNARD SCHOOL DISTRICT
AND
VENTURA COUNTY OFFICE OF EDUCATION

The **Ventura County Office of Education**, hereinafter referred to as **VCOE**, and the **Oxnard School District**, hereinafter referred to as **OSD**, mutually agree as follows:

1. The OSD shall provide the VCOE with the use of one (1) classroom and one (1) co-ed restroom at **Emilie Ritchen School**, including furniture and storage in the areas designated by the OSD, to be used for County Special Education Programs. VCOE activities shall not interfere with the normal or extra-curricular operations of the OSD. The VCOE program may, however, coordinate its activities with those of the Emilie Ritchen School programs.
2. Both parties agree to adjust the facilities use fee annually based on the Consumer Price Index (CPI), which for the current period is 2.3%. The VCOE will pay the OSD **Eight Thousand Four Hundred Forty-Four Dollars and Twenty-Five Cents (\$8,444.25)** for the use of the facilities described above for the 2020-2021 fiscal year, including the Extended School Year (ESY).
3. The OSD shall provide all janitorial services, supplies, and proper containers for collection of all trash and rubbish material.
4. The VCOE shall be responsible for damages to OSD property, wear and tear excepted, and shall maintain facilities in a neat and orderly manner. The VCOE will be responsible for the care and custody of its personal property.
5. The VCOE shall not erect or display or permit to be erected or displayed on the premises any sign or advertising matter without the prior written consent of the OSD, which consent shall not be unreasonably withheld.
6. To the extent allowed by law, the VCOE and the OSD shall each indemnify, save harmless, and defend the other from any claims, actions, or liability arising from errors, omissions, or negligence of their respective officers, agents, employees, and servants arising from the performance of this agreement.
7. The term of this agreement shall be for the 2020-2021 fiscal year. Either party may terminate this agreement by giving written notice of intent to withdraw at least one-hundred and eighty (180) calendar days in advance of the effective withdrawal date.

OXNARD SCHOOL DISTRICT

VENTURA COUNTY OFFICE OF EDUCATION

By: _____

By: Lisa Cline

Betsy George

Title: Assistant Superintendent, Business & Fiscal Services

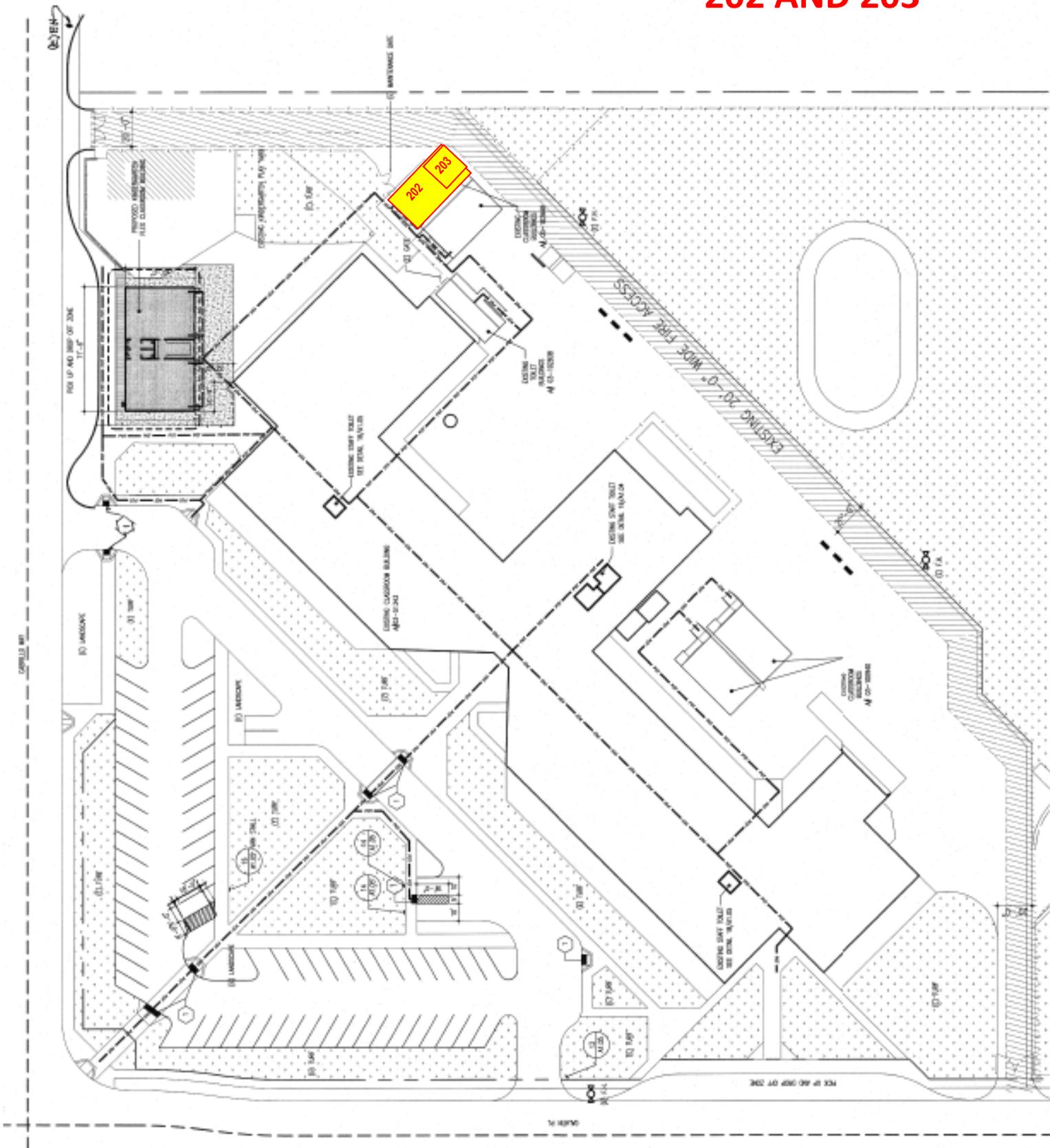
Title: Executive Director, Int. Business Services

Date: _____

Date: 6-9-2020

EXHIBIT "A" to Facilities Use Agreement

VCOE TO USE ROOMS 202 AND 203



OSD BOARD AGENDA ITEM

Name of Contributor: Betsy George

Date of Meeting: June 24, 2020

Agenda Section: Section C: Support Services Agreement

Approval of Agreement #20-16 with VCOE - Agreement for Supplying Breakfast and Lunch Meals to VCOE Special Education Students at Ritche School (George/Lugotoff)

Annually, Ventura County Office of Education leases two classrooms at Ritche School for the students attending their county special education program.

Agreement #20-16 is to provide meals for the students in that program.

FISCAL IMPACT:

None. The revenue generated by the reimbursement from the Community Eligibility Provision covers the cost of operating.

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Child Nutrition Services that the Board approve Agreement #20-16 with the Ventura County Office of Education for the purpose of supplying breakfast and lunch meals for their program at Ritche School for the 2020-21 fiscal year.

ADDITIONAL MATERIALS:

Attached: [Agrmt #20-16 \(3 pages\)](#)

**CHILD NUTRITION SERVICES AGREEMENT
FOR SUPPLYING BREAKFAST AND LUNCH MEALS TO VCOE SPECIAL
EDUCATION PROGRAM AT RITCHEN SCHOOL
AGREEMENT #20-16**

This agreement, executed in duplicate and entered into on June 24, 2020, between the Oxnard School District, hereinafter referred to as "Oxnard School District," and Ventura County Office of Education, hereinafter referred to as "VCOE," is made for the purpose of supplying breakfast and lunch meals for their special education program at Ritche School. It is hereby agreed that:

- 1) Oxnard School District shall prepare breakfast and lunch at their facility at Ritche School Cafeteria, 2200 Cabrillo Way, Oxnard, CA 93030.
- 2) Oxnard School District shall provide the necessary utensils, straws and napkins.
- 3) Children from the VCOE special education program at Ritche School will travel from their classrooms to the Ritche Cafeteria at an agreed upon time for both breakfast and lunch and will consume them at that location. For children unable to ambulate, breakfast and lunch will be prepared at the Ritche Cafeteria and delivered by Ritche Kitchen Staff.
- 4) The number of breakfast and lunch meals prepared by Oxnard School District shall be equal to the number of breakfast and lunches requested by the VCOE program. VCOE staff at Ritche will notify Ritche Cafeteria of the number of breakfast and lunch meals needed no later than 9:30 a.m., of each day.
- 5) All meals are free for all students. Additional milk can be purchased for \$.50 cents each.
- 6) Oxnard School District shall provide VCOE, no later than one day prior to the end of each month, a monthly menu covering the breakfast and lunch meals to be served for the following month. Breakfast and lunch meals will be the same as stated on the menu for any given day and/or as provided for the Oxnard School District students, except for certain substitutions of items due to chewing and swallowing difficulties, determined by VCOE faculty. Subsequent notification will be given should changes be necessary.
- 7) VCOE shall provide Oxnard School District with a yearly school calendar prior to the first day of the school year. Oxnard School District will not be obligated to provide any meals on the District's non-student days. However, upon request, Oxnard School District may provide meals to VCOE locations on non-student days at a cost of \$250.00 per day, with the exception of district holidays. Please refer to the school year calendar (Exhibit "A"). Meals requested during OSD summer session will be prepared at the closest operational kitchen that is offering OSD students Summer Enrichment. During the Summer Session, meals will be picked up by VCOE at a designated time daily. OSD will provide adequate transport containers to maintain safe temperatures for meals.
- 8) The Oxnard School District shall comply with all rules and regulations pertaining to the National School Breakfast and Lunch Programs as outlined by the State and Federal authorities. All eligibility requirements will be handled at the Oxnard School District, subject to audit.

- 9) Oxnard School District and VCOE shall comply with all applicable federal, state and local statutes and regulations with regard to the preparation and consumption of breakfast and lunches which meet the National School Breakfast and Lunch Program meal requirements, including, but not limited to, all applicable regulations relating to the overt identification of needy pupils, the nutritious content of breakfast and lunches, and nondiscrimination. All records maintained by Oxnard School District and VCOE shall be open to inspection by proper federal, state and local authorities in accordance with applicable statutes and regulation.
- 10) Gifts or exchanges of commodities are not permitted. Until it is consumed by the students, the food remains the property of the State and Federal Government and the Oxnard School District. It cannot be sold, given away, or exchanged for other goods.
- 11) The VCOE shall indemnify and hold the Oxnard School District and its officers, employees and agents harmless from any and all liability, cost, or expense arising out of the Oxnard School District performance of the agreement.
- 12) The VCOE shall keep and maintain liability insurance including extended coverage for product in an amount no less than \$1,000,000 for each occurrence, and shall provide Oxnard School District with a certificate evidencing insurance in the amount naming Oxnard School District as an additional insured, and specifying that the coverage shall not be canceled or modified without 30 days prior written notice to Oxnard School District, Assistant Superintendent of Business and Fiscal Services.
- 13) The term of this agreement shall be from July 1, 2020, until June 30, 2021, unless terminated by either party upon 30 days notice with cause.
- 14) All business and information relating to the execution of this agreement and the services thereof, shall be directed to the Oxnard School District, Assistant Superintendent of Business and Fiscal Services and the Director of Child Nutrition Services.

OXNARD SCHOOL DISTRICT

VENTURA COUNTY OFFICE OF
EDUCATION

Betsy George, Assistant Superintendent
Business & Fiscal Services



Lisa Cline, Executive Director
Internal Business Services

OSD BOARD AGENDA ITEM

Name of Contributor: Betsy George

Date of Meeting: June 24, 2020

Agenda Section: Section C: Support Services Agreement

Approval of Agreement #20-17: Agreement for Supplying Breakfast and Lunch Meals to James Foster School (George/Lugotoff)

Annually, Oxnard School District enters into an agreement with the Ventura County Office of Education for the purpose of supplying breakfast and lunch meals for the County program at Foster School, located on the Frank Intermediate School campus. This is a standard renewal of an ongoing contract.

FISCAL IMPACT:

None. The revenue generated by the reimbursement from the Community Eligibility Provision covers the cost of operating.

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Child Nutrition Services that the Board approve Agreement #20-17 with the Ventura County Office of Education for the purpose of supplying breakfast and lunch meals for their program at Foster School for the 2020-21 fiscal year.

ADDITIONAL MATERIALS:

Attached: [Agrmt #20-17 \(3 pages\)](#)

**CHILD NUTRITION SERVICES AGREEMENT
FOR SUPPLYING BREAKFAST AND LUNCHESES TO FOSTER SCHOOL
AGREEMENT #20-17**

This agreement, executed in duplicate and entered into on June 24, 2020, between the Oxnard School District, hereinafter referred to as "Oxnard School District," and Foster School, administered by Ventura County Office of Education, hereinafter referred to as "VCOE," is made for the purpose of supplying breakfast and lunches for their program at Foster School. It is hereby agreed that:

- 1) Oxnard School District shall prepare breakfast and lunch at their facility at RJ Frank School Cafeteria, 701 N Juanita Avenue, Oxnard, CA 93030.
- 2) Oxnard School District shall provide the necessary utensils, straws and napkins.
- 3) Children from Foster School will travel from their classrooms to the Frank Cafeteria at an agreed upon time for both breakfast and lunch and will consume them at that location. For children unable to ambulate, breakfast and lunch will be prepared at the Frank Cafeteria and delivered by Frank Kitchen Staff.
- 4) The number of breakfast and lunches prepared by Oxnard School District shall be equal to the number of breakfast and lunches requested by Foster School. Foster School staff will notify Frank Cafeteria of the number of breakfast and lunches needed no later than 9:30 a.m., of each day.
- 5) All meals are free for all students. Additional milk can be purchased for \$.50 cents each.
- 6) Oxnard School District shall provide Foster, no later than one day prior to the end of each month, a monthly menu covering the breakfast and lunches to be served for the following month. Breakfast and lunch meals will be the same as stated on the menu for any given day and/or as provided for the Oxnard School District students, except for certain substitutions of items due to chewing and swallowing difficulties, determined by Foster faculty. Subsequent notification will be given should changes be necessary.
- 7) Foster shall provide Oxnard School District with a yearly school calendar prior to the first day of the school year. Oxnard School District will not be obligated to provide any meals on the District's non-student days. However, upon request, Oxnard School District may provide meals to VCOE locations on non-student days at a cost of \$250.00 per day, with the exception of district holidays. Please refer to the school year calendar (Exhibit "A"). Meals requested during OSD summer session will be prepared at the closest operational kitchen that is offering OSD students Summer Enrichment. During the Summer Session, meals will be picked up by VCOE at a designated time daily. OSD will provide adequate transport containers to maintain safe temperatures for meals.
- 8) The Oxnard School District shall comply with all rules and regulations pertaining to the National School Breakfast and Lunch Programs as outlined by the State and Federal authorities. All eligibility requirements will be handled at the Oxnard School District, subject to audit.

- 9) Oxnard School District, VCOE & Foster shall comply with all applicable federal, state and local statutes and regulations with regard to the preparation and consumption of breakfast and lunches which meet the National School Breakfast and Lunch Program meal requirements, including, but not limited to, all applicable regulations relating to the overt identification of needy pupils, the nutritious content of breakfast and lunches, and nondiscrimination. All records maintained by Oxnard School District and VCOE shall be open to inspection by proper federal, state and local authorities in accordance with applicable statutes and regulation.
- 10) Gifts or exchanges of commodities are not permitted. Until it is consumed by the students, the food remains the property of the State and Federal Government and the Oxnard School District. It cannot be sold, given away, or exchanged for other goods.
- 11) The VCOE shall indemnify and hold the Oxnard School District and its officers, employees and agents harmless from any and all liability, cost, or expense arising out of the Oxnard School District performance of the agreement.
- 12) The VCOE shall keep and maintain liability insurance including extended coverage for product in an amount no less than \$1,000,000 for each occurrence, and shall provide Oxnard School District with a certificate evidencing insurance in the amount naming Oxnard School District as an additional insured, and specifying that the coverage shall not be canceled or modified without 30 days prior written notice to Oxnard School District, Assistant Superintendent of Business and Fiscal Services.
- 13) The term of this agreement shall be from July 1, 2020, until June 30, 2021, unless terminated by either party upon 30 days notice with cause.
- 14) All business and information relating to the execution of this agreement and the services thereof, shall be directed to the Oxnard School District, Assistant Superintendent of Business and Fiscal Services and the Director of Child Nutrition Services.

OXNARD SCHOOL DISTRICT

VENTURA COUNTY OFFICE OF
EDUCATION

Betsy George, Assistant Superintendent
Business & Fiscal Services



Lisa Cline, Executive Director
Internal Business Services

OSD BOARD AGENDA ITEM

Name of Contributor: Betsy George

Date of Meeting: June 24, 2020

Agenda Section: Section C: Support Services Agreement

Approval of Agreement #20-18: Agreement for Supplying Breakfast and Lunch Meals to Dwire School (George/Lugotoff)

Annually, Oxnard School District enters into an agreement with the Ventura County Office of Education for the purpose of supplying breakfast and lunch meals for the County program at Dwire School. This is a standard renewal of an ongoing contract.

FISCAL IMPACT:

None. The revenue generated by the reimbursement from the Community Eligibility Provision covers the cost of operating.

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Child Nutrition Services that the Board approve Agreement #20-18 with the Ventura County Office of Education for the purpose of supplying breakfast and lunch meals for their program at Dwire School for the 2020-21 fiscal year.

ADDITIONAL MATERIALS:

Attached: [Agrmt #20-18 \(3 pages\)](#)

**CHILD NUTRITION SERVICES AGREEMENT
FOR SUPPLYING BREAKFAST AND LUNCHES TO DWIRE SCHOOL
AGREEMENT #20-18**

This agreement, executed in duplicate and entered into on June 24, 2020, between the Oxnard School District, hereinafter referred to as "Oxnard School District," and Dwire School, administered by Ventura County Office of Education, hereinafter referred to as "VCOE," is made for the purpose of supplying breakfast and lunches for their program at Dwire School. It is hereby agreed that:

- 1) Oxnard School District shall prepare breakfast and lunch at their facility at Christa McAuliffe School Cafeteria, 3300 Via Marina Avenue, Oxnard, CA, 93035.
- 2) Oxnard School District shall provide the necessary utensils, straws and napkins.
- 3) Children from Dwire School will travel from their classrooms at Dwire to the McAuliffe Cafeteria at an agreed upon time for both breakfast and lunch and will consume them at that location. For children unable to ambulate, breakfast and lunch will be prepared at Christa McAuliffe Cafeteria and delivered by McAuliffe Kitchen Staff.
- 4) The number of breakfast and lunches prepared by Oxnard School District shall be equal to the number of breakfast and lunches requested by Dwire School. Dwire will notify McAuliffe Cafeteria of the number of breakfast and lunches needed no later than 9:30 a.m., of each day.
- 5) All meals are free for all students. Additional milk can be purchased for \$.50 cents each.
- 6) Oxnard School District shall provide Dwire, no later than one day prior to the end of each month, a monthly menu covering the breakfast and lunches to be served for the following month. Breakfast and lunches will be the same as stated on the menu for any given day and/or as provided for the Oxnard School District students, except for certain substitutions of items due to chewing and swallowing difficulties, determined by Dwire faculty. Subsequent notification will be given should changes be necessary.
- 7) Dwire shall provide Oxnard School District with a yearly school calendar prior to the first day of the school year. Oxnard School District will not be obligated to provide any meals on the District's non-student days. However, upon request, Oxnard School District may provide meals to a VCOE location on non-student days at a cost of \$250.00 per day, with the exception of district holidays. Please refer to the school year calendar (Exhibit A). Meals requested during OSD summer session will be prepared at the closest operational kitchen that is offering OSD students Summer Enrichment. During the Summer Session, meals will be picked up by VCOE at a designated time daily. OSD will provide adequate transport containers to maintain safe temperatures for meals.
- 8) The Oxnard School District shall comply with all rules and regulations pertaining to the National School Breakfast and Lunch Programs as outlined by the State and Federal authorities. All eligibility requirements will be handled at the Oxnard School District, subject to audit.

- 9) Oxnard School District, VCOE & Dwire shall comply with all applicable federal, state and local statutes and regulations with regard to the preparation and consumption of breakfast and lunches which meet the National School Breakfast and Lunch Program meal requirements, including, but not limited to, all applicable regulations relating to the overt identification of needy pupils, the nutritious content of breakfast and lunches, and nondiscrimination. All records maintained by Oxnard School District and VCOE shall be open to inspection by proper federal, state and local authorities in accordance with applicable statutes and regulation.
- 10) Gifts or exchanges of commodities are not permitted. Until it is consumed by the students, the food remains the property of the State and Federal Government and the Oxnard School District. It cannot be sold, given away, or exchanged for other goods.
- 11) The VCOE shall indemnify and hold the Oxnard School District and its officers, employees and agents harmless from any and all liability, cost, or expense arising out of the Oxnard School District performance of the agreement.
- 12) The VCOE shall keep and maintain liability insurance including extended coverage for product in an amount no less than \$1,000,000 for each occurrence, and shall provide Oxnard School District with a certificate evidencing insurance in the amount naming Oxnard School District as an additional insured, and specifying that the coverage shall not be canceled or modified without 30 days prior written notice to Oxnard School District, Assistant Superintendent of Business and Fiscal Services.
- 13) The term of this agreement shall be from July 1, 2020, until June 30, 2021, unless terminated by either party upon 30 days notice with cause.
- 14) All business and information relating to the execution of this agreement and the services thereof, shall be directed to the Oxnard School District, Assistant Superintendent of Business and Fiscal Services and the Director of Child Nutrition Services.

OXNARD SCHOOL DISTRICT

VENTURA COUNTY OFFICE OF
EDUCATION

Betsy George, Assistant Superintendent
Business & Fiscal Services



Lisa Cline, Executive Director
Internal Business Services

OSD BOARD AGENDA ITEM

Name of Contributor: Betsy George

Date of Meeting: June 24, 2020

Agenda Section: Section C: Support Services Agreement

Approval of Agreement #20-19 with Community Action Partnership of San Luis Obispo (CAPSLO) for Supplying Snacks to CAPSLO Preschool Students At Harrington School (George/Lugotoff)

Oxnard School District is entering into an agreement with Community Action Partnership of San Luis Obispo (CAPSLO) for the purpose of supplying daily breakfast, lunch and snacks to the students in the CAPSLO preschool program at Harrington School during the 2020-21 school year. The term of Agreement #20-19 is July 1, 2020 to June 30, 2021.

FISCAL IMPACT:

None. CAPSLO will reimburse the District for the cost of the meals and snacks provided.

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Child Nutrition Services that the Board of Trustees approve Agreement #20-19 with Community Action Partnership of San Luis Obispo (CAPSLO) for the purpose of supplying breakfast, lunch and snacks to their preschool program at Harrington School for the 2020-21 school year.

ADDITIONAL MATERIALS:

Attached: [Agreement #20-19 \(10 pages\)](#)

OSD AGREEMENT #20-19

STANDARD AGREEMENT FOR FOOD SERVICE/VENDING

This Agreement is entered into on this 24th day of June, 2020 by and between Community Action Partnership of San Luis Obispo County, Inc.(CAPSLO), hereinafter referred to as the “Agency”, and Oxnard School District, hereinafter referred to as the “Vendor”.

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

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

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

THEREFORE, both parties hereto agree as follows:

THE VENDOR AGREES TO:

1. Prepare and supply meals and snacks, on the School District’s scheduled days of service, inclusive of necessary straws, utensils and napkins for the CAPSLO preschool program located at Harrington School in Oxnard in accordance with the number of meals and snacks requested.

Breakfast: \$1.84 each Lunch: \$ 3.41 each Snack: .94¢ each

*Price is subject to change up to the maximum amount of the published reimbursement rates as established by the Child and Adult Care Food Program (CACFP) for 2020-2021.

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

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

5. Maintain such cost records as invoices, receipts and/or other documentation that exhibit the purchase or otherwise availability to the Vendor, of the food components and quantities itemized in the meal and snack preparation records.
6. Maintain on a daily basis an accurate count of the number of snacks prepared for the Agency. Documentation must include the number of meals and snacks requested by the Agency.
7. Allow the Agency to increase or decrease the number of snacks, as needed, when the request is made within twenty-four (24) hours of the scheduled pickup time.
8. Provide copy of menu to the site with accurately identified meal components for meals and snacks.
9. CAPSLO shall provide Oxnard School District with a yearly school calendar. Oxnard School District will not be obligated to provide any meals or snacks on the District's non-student days. However, upon request, Oxnard School District may provide meals and snacks to CAPSLO on non-student days at a cost of \$250.00 per day, with the exception of district holidays. A 14 day advance notice will be required to request meal service. Please refer to the school year calendar (Exhibit "A").
10. On a monthly basis, present to the Agency an invoice accompanied by reports that itemize the previous month's delivery. The Vendor agrees to forfeit payment for snacks that are not ready within one (1) hour of the agreed-upon pick up time, are spoiled or unwholesome at the time of pick up, are short of components, or do not otherwise meet the meal or snack requirements contained in this Agreement.
11. Operate in accordance with current CACFP requirements.
12. Retain all required records for a period of three (3) years after the end of the fiscal year to which they pertain (or longer, if an audit or administrative review is in progress); and upon request to make all accounts and records pertaining to the Agreement available to the Certified Public Accountant hired by the Agency, representatives of the California State Department of Education, the U.S. Department of Agriculture, and the U.S. General Accounting Office for audit or administrative review at a reasonable time and place.
13. Not subcontract for the assembly of the meals or snacks.

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

THE AGENCY AGREES TO:

1. Ensure that an Agency representative is available at the pickup site, at the specified time on each specified pickup day to receive, inspect and sign for the requested number of meals and snacks. This individual will verify the temperature, quality and quantity of each meal and snack. The Agency assures the Vendor that this individual will be trained and knowledgeable in the record keeping and meal requirement of CACFP, and in health and sanitation.
2. Provide personnel to serve and sanitize the serving and eating areas, and assemble transport carts and auxiliary items and return to Harrington kitchen daily.
3. Notify the Vendor within two (2) days of receipt of the next month's proposed menu of any changes, additions, or deletions that will be required in the menu request.
4. Provide the Vendor with resources to Title 7 CFR Part 226; the CACFP Meal Pattern, Schedule B; the CNFDD Simplified Food Buying Guide, and all other technical assistance materials pertaining to the food service requirements of CACFP. The Agency will, within 24 hours of receipt from CDE/CACFP, advise the Vendor of any changes in the food service requirements of CACFP.
5. Pay the Vendor the full amount as presented on the monthly-itemized invoice on or before 30 days following the date of invoice. The Agency agrees to notify the Vendor within 48 hours of receipt of any discrepancy in the invoice.

TERM OF THE AGREEMENT

This Agreement will take effect commencing July 1, 2020 and shall continue through June 30, 2021. It may be terminated by notification given by either party hereto the other party at least 30 days prior to the date of termination.

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

Service Provider Official Signature

Lisa Franz
Official Name (please type)

Director, Purchasing
Title

(805) 385-1501 ext. 2414
Telephone

Date



Agency Official Signature

~~Jim Famalette~~ Elizabeth Steinberg
Agency Official Name (please type)

~~CEO~~ CEO
Title

(805) 544-4355
Telephone

6/3/2020
Date

CHILD MEAL PATTERN

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

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

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

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

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

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

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

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

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

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

¹⁰ Beginning October 1, 2019, the minimum serving sizes specified in this section for ready-to-eat breakfast cereals must be served. Until October 1, 2019, the minimum serving size for any type of ready-to-eat breakfast cereals is ¼ cup for children ages 1-2; 1/3 cup for children ages 3-5; and ¾ cup for children ages 6-12.

CHILD MEAL PATTERN

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

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

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

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

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

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

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

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

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

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

Lunch and Supper (Select all five components for a reimbursable meal)				
Food Components and Food Items¹	Ages 1-2	Ages 3-5	Ages 6-12	Ages 13-18² <small>(at-risk afterschool programs and emergency shelters)</small>
Fluid Milk³	4 fluid ounces	6 fluid ounces	8 fluid ounces	8 fluid ounces
Meat/meat alternates				
Lean meat, poultry, or fish	1 ounce	1 ½ ounce	2 ounces	2 ounces
Tofu, soy product, or alternate protein products ⁴	1 ounce	1 ½ ounce	2 ounces	2 ounces
Cheese	1 ounce	1 ½ ounce	2 ounces	2 ounces
Large egg	½	¾	1	1
Cooked dry beans or peas	¼ cup	⅓ cup	½ cup	½ cup
Peanut butter or soy nut butter or other nut or seed butters	2 tbsp	3 tbsp	4 tbsp	4 tbsp
Yogurt, plain or flavored unsweetened or sweetened ⁵	4 ounces or ½ cup	6 ounces or ¾ cup	8 ounces or 1 cup	8 ounces or 1 cup
The following may be used to meet no more than 50% of the requirement: Peanuts, soy nuts, tree nuts, or seeds, as listed in program guidance, or an equivalent quantity of any combination of the above meat/meat alternates (1 ounces of nuts/seeds = 1 ounce of cooked lean meat, poultry, or fish)	½ ounce = 50%	¾ ounce = 50%	1 ounce = 50%	1 ounce = 50%
Vegetables⁶	¼ cup	¼ cup	½ cup	½ cup
Fruits^{6,7}	¼ cup	¼ cup	¼ cup	¼ cup
Grains (oz eq)^{8,9}				
Whole grain-rich or enriched bread	½ slice	½ slice	1 slice	1 slice
Whole grain-rich or enriched bread product, such as biscuit, roll or muffin	½ serving	½ serving	1 serving	1 serving
Whole grain-rich, enriched or fortified cooked breakfast cereal ¹⁰ , cereal grain, and/or pasta	¼ cup	¼ cup	½ cup	½ cup

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

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

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

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

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

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

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

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

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

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

OSD BOARD AGENDA ITEM

Name of Contributor: Betsy George

Date of Meeting: June 24, 2020

Agenda Section: Section C: Support Services Agreement

Approval of Agreement #20-20 with Child Development Resources of Ventura County, Inc. (CDR) for Supplying Breakfast and Lunch Meals to Head Start Preschool Students at Sierra Linda and Harrington Schools (George/Lugotoff)

Oxnard School District is entering into a renewal agreement with Child Development Resources of Ventura County, Inc. for the purpose of supplying breakfast and lunch meals to the students in the CDR Head Start programs at Sierra Linda and Harrington Schools during the 2020-21 school year. The term of Agreement #20-20 is July 1, 2020 – June 30, 2021.

FISCAL IMPACT:

None. The revenue generated by the reimbursement from the Community Eligibility Provision covers the cost of operating.

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Child Nutrition Services that the Board of Trustees approve Agreement #20-20 with Child Development Resources of Ventura County, Inc. for the purpose of supplying breakfast and lunch meals to their Head Start programs at Sierra Linda and Harrington Schools during the 2020-21 school year.

ADDITIONAL MATERIALS:

Attached: [Agrmt #20-20 \(10 pages\)](#)

STANDARD AGREEMENT FOR FOOD SERVICE/VENDING

This Agreement is entered into on this 24th day of June, 2020 by and between Child Development Resources of Ventura County, Inc., hereinafter referred to as the “Agency”, and Oxnard School District, hereinafter referred to as the “Vendor”.

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

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

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

THEREFORE, both parties hereto agree as follows:

THE VENDOR AGREES TO:

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

Breakfast	<u>\$1.84</u> each	Lunch	<u>\$3.41</u> each
Supplement/Snack	<u>\$.94</u> each	Supper	<u>\$ N/A</u> each

*Price is subject to change up to the maximum amount of the published reimbursement rates as established by the Child and Adult Care Food Program (CACFP) for 2020-2021.

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

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

5. Maintain such cost records as invoices, receipts and/or other documentation that exhibit the purchase or otherwise availability to the Vendor, of the meal components and quantities itemized in the meal preparation records.
6. Maintain on a daily basis an accurate count of the number of meals, by meal type, prepared for the Agency. Meal count documentation must include the number of meals requested by the Agency.
7. Allow the Agency to increase or decrease the number of meal orders, as needed, when the request is made within twenty-four hours of the scheduled pickup.
8. Provide copy of menu to each vended site with accurately identified meal components for breakfast, lunch and/or meal supplements (snacks).
9. CDR shall provide Oxnard School District with a yearly school calendar prior to the first day of the school year. Oxnard School District will not be obligated to provide any meals on the District's non-student days. However, upon request, Oxnard School District may provide meals to CDR locations on non-student days at a cost of \$250.00 per day, with the exception of district holidays. Please refer to the school year calendar (Exhibit "A").
10. On a monthly basis, present to the Agency an invoice accompanied by reports that itemize the previous month's delivery. The Vendor agrees to forfeit payment for meals that are not ready within one (1) hour of the agreed upon delivery time, are spoiled or unwholesome at the time of delivery, are short of components, or do not otherwise meet the meal requirements contained in this Agreement.
11. Operate in accordance with current CACFP requirements.
12. Retain all required records for a period of three (3) years after the end of the fiscal year to which they pertain (or longer, if an audit or administrative review in progress); and upon request to make all accounts and records pertaining to the Agreement available to the Certified Public Accountant hired by the Agency, representatives of the

California State Department of Education, the U.S. Department of Agriculture, and the U.S. General Accounting Office for audit or administrative review at a reasonable time and place.

13. Not subcontract for the total meal, with or without milk, or for the assembly of the meal.
14. The Vendor agency certifies, that in its operation of a Child and Adult Care Food Program, neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
15. Where the Vendor is unable to certify to any of the statements in this certification, Vendor shall attach an explanation to this proposal. Executive Order 12549, Debarment and Suspension, 34 CFR Part 85.510. (Lower Tier)
16. As required by the State Drug-Free Workplace Act of 1990 (Government Code Section 8350 et. Seq.) and the Federal Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for grantees, as defined at 34 CFR Part 85, Sections 85.605 and 85.610, the recipient agency certifies that it will continue to provide a drug-free workplace.

THE AGENCY AGREES TO:

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

service requirements of CACFP. The Agency will, within 24 hours of receipt from CDE/CACFP, advise the Vendor of any changes in the food service requirements of CACFP.

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

TERMS OF THE AGREEMENT

This Agreement will take effect commencing July 1, 2020 and shall continue through June 30, 2021. It may be terminated by notification given by either party hereto the other party at least 30 days prior to the date of termination.

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

Service Provider Official Signature

Agency Official Signature

Betsy George
Official Name (please type)

Jack Hinojosa
Agency Official Name (please type)

Asst. Supt., Business & Fiscal Svces.
Title

Chief Executive Officer
Title

(805) 385-1501 ext. 2401
Telephone

(805) 485-7878
Telephone

Date

Date



CHILD MEAL PATTERN

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

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

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

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

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

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

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

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

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

⁹ Beginning October 1, 2019, the minimum serving size specified in this section for ready-to-eat breakfast cereals must be served. Until October 1, 2019, the minimum serving size for any type of ready-to-eat breakfast cereals is ¼ cup for children ages 1-2; 1/3 cup for children ages 3-5; and ½ cup for children ages 6-12.

CHILD MEAL PATTERN

Lunch and Supper				
(Select all five components for a reimbursable meal)				
Food Components and Food Items ¹	Ages 1-2	Ages 3-5	Ages 6-12	Ages 13-18 ² <small>(at-risk after school programs and emergency shelters)</small>
Fluid Milk³	4 fluid ounces	6 fluid ounces	8 fluid ounces	8 fluid ounces
Meat/meat alternates				
Lean meat, poultry, or fish	1 ounce	1 ½ ounce	2 ounces	2 ounces
Tofu, soy product, or alternate protein products ⁴	1 ounce	1 ½ ounce	2 ounces	2 ounces
Cheese	1 ounce	1 ½ ounce	2 ounces	2 ounces
Large egg	½	¾	1	1
Cooked dry beans or peas	¼ cup	⅜ cup	½ cup	½ cup
Peanut butter or soy nut butter or other nut or seed butters	2 tbsp	3 tbsp	4 tbsp	4 tbsp
Yogurt, plain or flavored unsweetened or sweetened ⁵	4 ounces or ½ cup	6 ounces or ¾ cup	8 ounces or 1 cup	8 ounces or 1 cup
The following may be used to meet no more than 50% of the requirement: Peanuts, soy nuts, tree nuts, or seeds, as listed in program guidance, or an equivalent quantity of any combination of the above meat/meat alternates (1 ounces of nuts/seeds = 1 ounce of cooked lean meat, poultry, or fish)	½ ounce = 50%	¾ ounce = 50%	1 ounce = 50%	1 ounce = 50%
Vegetables⁶	½ cup	¼ cup	½ cup	½ cup
Fruits^{6,7}	½ cup	¼ cup	¼ cup	¼ cup
Grains (oz eq)^{8,9}				
Whole grain-rich or enriched bread	½ slice	½ slice	1 slice	1 slice
Whole grain-rich or enriched bread product, such as biscuit, roll or muffin	½ serving	½ serving	1 serving	1 serving
Whole grain-rich, enriched or fortified cooked breakfast cereal ¹⁰ , cereal grain, and/or pasta	¼ cup	¼ cup	½ cup	½ cup

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

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

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

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

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

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

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

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

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

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

CHILD MEAL PATTERN

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

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

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

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

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

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

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

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

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

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

¹⁰ Beginning October 1, 2019, the minimum serving sizes specified in this section for ready-to-eat breakfast cereals must be served. Until October 1, 2019, the minimum serving size for any type of ready-to-eat breakfast cereals is ¼ cup for children ages 1-2; 1/3 cup for children ages 3-5; and ¾ cup for children ages 6-12.

OSD BOARD AGENDA ITEM

Name of Contributor: Betsy George

Date of Meeting: June 24, 2020

Agenda Section: Section C: Facilities Agreement

Approval of Agreement #20-21 - Vernier Construction Services (George/Miller)

Vernier Construction Services will provide DSA Project Inspector Services for the Marina West Modernization, DSA Closeout.

FISCAL IMPACT:

Not to exceed \$28,000.00 – Deferred Maintenance

RECOMMENDATION:

It is the recommendation of the Director of Facilities, and the Assistant Superintendent, Business & Fiscal Services, that the Board of Trustees approve Agreement #20-21 with Vernier Construction Services.

ADDITIONAL MATERIALS:

Attached: [Agreement #20-21, Vernier Construction Services \(13 Pages\)](#)
[Proposal \(1 Page\)](#)

OXNARD SCHOOL DISTRICT

Agreement #20-21

AGREEMENT FOR CONSULTANT SERVICES

This Agreement for Consultant Services (“Agreement”) is entered into as of this 24th day of June 2020 by and between the Oxnard School District (“District”) and Vernier Construction Services (“Consultant”). District and Consultant are sometimes hereinafter individually referred to as “Party” and hereinafter collectively referred to as the “Parties.”

RECITALS

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

OPERATIVE PROVISIONS

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

- 1. **Incorporation of Recitals and Exhibits.** The Recitals set forth above and all exhibits attached to this Agreement, as hereafter amended, are incorporated by this reference as if fully set forth herein.
- 2. **Term of Agreement.** Subject to earlier termination as provided below, this Agreement shall remain in effect from **June 29, 2020 through December 31, 2020** (the “Term”). This Agreement may be extended only by amendment, signed by the Parties, prior to the expiration of the Term.
- 3. **Time for Performance.** The scope of services set forth in **Exhibit A** shall be completed during the Term pursuant to the schedule specified **Exhibit A**. Should the scope of services not be completed pursuant to that schedule, the Consultant shall be deemed to be in Default as provided below. The District, in its sole discretion, may choose not to enforce the Default provisions of this Agreement and may instead allow Consultant to continue performing the Services.
- 4. **Compensation and Method of Payment.** Subject to any limitations set forth below or elsewhere in this Agreement, District agrees to pay Consultant the amounts specified in **Exhibit B** “Compensation”. The total compensation shall not exceed Twenty-Eight Thousand Dollars (\$28,000.00), unless additional compensation is approved in writing by the District.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

_____ (Initials)

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

_____ (Initials)

15. **Compliance with Applicable Laws.** In connection with the Services and its operations, Consultant shall keep itself informed of and comply with all applicable federal, state and local laws, statutes, codes, ordinances, regulations and rules in effect during the Term. Consultant shall obtain any and all licenses, permits and authorizations necessary to perform the Services. Neither District, nor any elected or appointed boards, officers, officials, employees or agents of District shall be liable, at law or in equity, as a result of any failure of Consultant to comply with this section.

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

_____ (Initials)

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

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

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

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

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

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

21. **Indemnification.**

- a. Indemnification for Professional Liability. Where the law establishes a professional standard of care for Consultant’s Services, to the fullest extent permitted by law, Consultant shall indemnify, protect, defend and hold harmless District and any and all of its officials, elected board members, employees and agents (“Indemnified Parties”) from and against any and all losses, liabilities, damages, costs and expenses, including attorney’s fees and costs to the extent same are caused in whole or in part by any negligent or wrongful act, error or omission of Consultant, its officers, agents, employees or sub-

consultants (or any entity or individual that Consultant shall bear the legal liability thereof) in the performance of professional services under this Agreement.

- b. Indemnification for Other than Professional Liability. To the full extent permitted by law, Consultant shall indemnify, protect, defend and hold harmless the Indemnified Parties from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorneys fees and costs, court costs, interest, defense costs, and expert witness fees), arising out of or in any way attributable to the performance of this Agreement by Consultant or by any individual or entity for which Consultant is legally liable, including but not limited to officers, agents, employees or sub-contractors of Consultant.
- c. General Indemnification Provisions. Consultant agrees to obtain executed indemnity Agreements with provisions identical to those set forth here in this section from each and every sub-contractor or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. In the event Consultant fails to obtain such indemnity obligations from others as required here, Consultant agrees to be fully responsible according to the terms of this section. Failure of District to monitor compliance with these requirements imposes no additional obligations on District and will in no way act as a waiver of any rights hereunder. This obligation to indemnify and defend District as set forth here is binding on the successors, assigns or heirs of Consultant and shall survive the termination of this Agreement.

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

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

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

To District: Oxnard School District
1055 South C Street
Oxnard, California, 93030
Attention: Dana Miller
Phone: (805) 385.1514 x2501
Fax: (805) 486.5848

To Consultant: Vernier Construction Services
27202 Blakely Pl.
Valencia, CA 91354
Attention: Paul Vernier
Phone: (661) 510.1571
Email: vernierinspection@sbcglobal.net

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

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

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

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

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

28. **Entire Agreement.** This Agreement and the exhibits and documents incorporated herein constitute the entire agreement and understanding between the parties in connection with the matters covered herein. This Agreement supersedes any prior understanding or agreement, oral or written, of the parties with respect to said matters.

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

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

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

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

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

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

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

OXNARD SCHOOL DISTRICT:

VERNIER CONSTRUCTION SERVICES:

Signature

Signature

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

Typed Name/Title

Date

Date

Tax Identification Number: 95-6002318

Tax Identification Number: _____

- Not Project Related
- Project #20-21

EXHIBIT A
TO AGREEMENT FOR CONSULTANT SERVICES #20-21

SERVICES

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

PER ATTACHED PROPOSAL DATED 6/4/2020

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

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

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

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

- None.
- See attached list.

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

- None.
- See attached list.

VII. AMENDMENT

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

- Not Project Related
- Project #20-21

EXHIBIT B
TO AGREEMENT FOR CONSULTANT SERVICES #20-21

COMPENSATION

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

Total Compensation Not to Exceed \$28,000.00

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

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

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

IV. The total compensation for the Services shall not exceed \$28,000.00 as provided in Section 4 of this Agreement.

- Not Project Related
- Project #20-21

EXHIBIT C
TO AGREEMENT FOR CONSULTANT SERVICES #20-21

INSURANCE

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

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

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

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

(3) Insurance coverage should include:

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

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

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

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

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

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

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

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

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

Not Project Related

Project #20-21

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

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

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

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

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

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

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

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

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

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

Not Project Related

Project #20-21

EXHIBIT D
TO AGREEMENT FOR CONSULTANT SERVICES #20-21

CONFLICT OF INTEREST CHECK

Bylaws of the Board 9270(BB)E requires that the Superintendent or a designee make a determination, on a case by case basis, concerning whether disclosure will be required from a consultant to comply with the District's Conflict of Interest Code (commencing with Bylaws of the Board 9270 BB).

Consultants are required to file disclosures when, pursuant to a contract with the District, the Consultant will make certain specified government decisions or will perform the same or substantially the same duties for the District as a staff person would.

The services to be performed by Consultant under the Agreement to which this Exhibit D is attached [___] constitute [X] do not constitute governmental decisions or staff services within the meaning of the Conflict of Interest Code. Therefore, the Consultant, **VERNIER CONSTRUCTION SERVICES**, who will provide Services under the Agreement, [___] is [X] is not subject to disclosure obligations.

Date: _____

By: _____

Lisa A. Franz
Director, Purchasing

Vernier Construction Services
OXNARD SCHOOL DISTRICT
1051 SOUTH A STREET
OXNARD, CA 93030

Attention: Dana Miller, Director of Facilities
June 4, 2020

**RE: Fee Proposal for DSA Project Inspector- Marina West
Modernization,
DSA Close Out**

Vernier Construction Services is pleased to submit this proposal for the above referenced project. This proposal is based on an expected part-time workload of 10 hours per week. The scope of work includes but is not limited to inspection of new work by the District and contractors, re-inspection of existing work included in recently approved DSA Change Orders. Also included is the review of all documentation (plans, specifications, FCD's, FTN's, previous inspectors verified reports and semi-monthly reports, etc.) and all paperwork necessary for DSA close-out of the modernization project. This proposal is a not to exceed estimate. The work will be spread out over the next five (5) to six (6) months and any hours not used will not be charged to the District. If the work requires exceeding the proposed estimate, the District will be notified, and approval requested before proceeding with any additional hours. The actual billable hours may vary from month to month depending on the workload during that month.

The estimated scope of services and costs are detailed below.

Scope of Work:

DSA Class 1 Project Inspector
Project Start: June 29, 2020
Project Completion: December 31, 2020

Cost Estimate:

<u>Rate</u>	<u>Units</u>	<u>Total</u>
\$ 100.00 hr.	280	\$28,000.00
Total:		\$28,000.00

Respectfully Submitted,


Paul Vernier - Owner

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna **Date of Meeting:** June 24, 2020

Agenda Section: Section C: Academic Agreement

Approval of Agreement/MOU #20-22, Californians Dedicated to Education Foundation – District Innovation and Leadership for Early Education (CDEF-DIAL EE) (DeGenna/Valdes)

This agreement establishes the terms for collaboration between CDEF–DIAL EE in the statewide initiative to discuss areas of early education focus identified by the collaborative which include: Policy and Budgeting, Workforce, and Continuous Improvement/Program Quality. This initiative is implemented over the course of a three-year period, and this contract represents OSD’s participation through the end of the first year ending 12/31/2020. A contract renewal is expected to be offered for our participation in Years Two and Three of this initiative.

Term of the Agreement: June 25, 2020 to December 31, 2020

FISCAL IMPACT:

\$1,000.00 paid to Oxnard School District by Californians Dedicated to Education Foundation – District Innovation and Leadership for Early Education

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent Educational Services, and the Director of Early Childhood Education Programs, that the Oxnard School District Board of Trustees approve Agreement/MOU #20-22 with Californians Dedicated to Education Foundation – District Innovation and Leadership for Early Education.

ADDITIONAL MATERIALS:

Attached: [Agreement/MOU #20-22, Californians Dedicated to Education Foundation - District Innovation and Leadership for Early Education \(9 Pages\)](#)

OSD AGREEMENT/MOU #20-22

Californians Dedicated to Education Foundation Initiative, District Innovation And Leadership for Early Education *District Memorandum of Understanding (MOU)*

Statement of Purpose

The District Innovation and Leadership for Early Education (DIAL EE), a Californians Dedicated to Education (CDE) Foundation, was born out of three stark realities. First, students in the United States entered Kindergarten with varying levels of school readiness, and even the best school systems were unable to accelerate learning for every student to bridge this early divide.ⁱ Second, despite substantive disincentives for embracing early learning,ⁱⁱ Twenty-nine percent of California public school districts operate state-funded early education programs, and these district programs account for nearly half of the state-funded Pre-Kindergarten (PreK) slots.ⁱⁱⁱ Thus, for many low-income families, school districts are often the access point for their children to receive formal early learning opportunities. Yet, school district leaders' voices are rarely present in state-level early learning policy discussions. Third, operating early learning programs within school districts requires working within at least two complex sets of regulations: one that governs early childhood care and education and the other that oversees and sets standards for K-12, the state's compulsory education system. Some districts succeed in identifying innovative ways to work within both governance frameworks and develop effective early education programs. But leaders in these districts primarily operate in relative isolation limiting the diffusion of innovation and lessons.

The DIAL EE Initiative asked the question: How can we support school districts to improve their approach to early learning that helps ensure that children from communities with less social, political, and monetary capital build a robust educational foundation? And, if we can identify the conditions and structures that support effective early learning, can what is learned, help drive broader change throughout the district? Unlike other "grade levels," district early learning programs primarily serve low-income families. So there is the opportunity to design around a system focused on meeting the needs of those most vulnerable.

District Early Education identified Focuses

DIAL EE engaged a group of four early education leaders from diverse school districts in Northern and Southern California, the DIAL EE Design Team (Design Team). The Design Team met for seven months (April – October) to discuss the challenges and opportunities of operating early learning programs, divisions, or departments within a school district. Through this process, they identified problems, barriers, and successes they experienced in implementing high-quality learning opportunities, the conditions that helped drive innovation and success, and their needs as leaders to effectively lead early education efforts within the district. The main objectives for using the Design Team were to ground the initiative's work in the realities, interests, and priorities of those leaders responsible for early education within school districts.

The Design Team identified three general “buckets” of challenges: policy and budgeting; workforce; and, continuous improvement/program quality.

- **Policy and Budgeting:** As mentioned before, the separate sets of regulations for early childhood and K-12 education creates a variety of challenges for district leaders. A Design Team leader talked about feeling like she was often caught “flat-footed” as new state policies and regulations were imposed on their programs. But it isn’t just state policy but also local policies, inadequate state funding, budgeting, and the interaction between state and local policies that present difficulties for district leaders. The leaders within our Design Team and throughout the state juggled multiple funding sources and regulations to operate their early education programs.
- **Workforce:** Education is primarily a human endeavor, and so the strength and stability of the workforce often determined program quality. All Design Team leaders faced staffing challenges and were eager to learn. (1) How other districts staffed their programs, (2) how they retained and developed their educators and staff members, and (3) how they paid for it all.
- **Continuous Improvement/Program Quality:** Ultimately, the Design Team leaders cared about operating programs that effectively served their communities by matriculating kindergarten ready students into elementary schools. How could they set up a continuous improvement system that could help them focus and prioritize their work, assess and track progress, and ensure that their programs could adapt to changing needs and context? In one of the Design Team districts where PreK classrooms were located in elementary schools, school principals were developing and implementing continuous improvement systems but needed help with understanding and aligning PreK programming and expectations. It would seem simple in such an "integrated" district. Still, PreK programs had different school hours, operated within a diverse school calendar, were staffed with differently trained educators, and often held different expectations and understanding of teaching and learning originating from different sets of policies and regulations.

Clearly, these are not unrelated topics. Design team discussions often highlighted the interplay among these issues, such as (a) the impact of funding on workforce development and retention, and (b) the connection between communicating outcomes and program resources.

DIAL EE LEARNING AND LEADERSHIP MODEL

Leaders participating in the DIAL EE learning community will cycle through a learning process each quarter (see figure below) that will:

- 1) introduce new or essential content to early learning leaders through webinars or **distance learning**;
- 2) provide opportunities for leaders to make sense of and deepen their understanding of this content through discussions with their peers and other field experts at **community summits** and for field experts to hear from district leaders;
- 3) with the support of a **coach**, translate or adapt this new content knowledge to each leader's district context or use it to reflect on current district leadership practices; and,
- 4) **pilot** or test new district ideas or practices gleaned through the learning cycle or that builds from the period(s) before.

Figure 4: DIAL EE Professional Development Engagement Process



The expectations for the participating leaders are the following:

Quarterly Community Summits: Leaders will attend quarterly summits focused on developing knowledge and skills within a learning or content theme. At each summit, leaders will learn from experts, including each other, have opportunities to discuss and collaborate with other district leaders, and in years two and three, plan, analyze, and reflect within district teams.

Distance Learning: Leaders will continue building their knowledge and capacity through webinars and on-line resources. In some cases, district leaders themselves will lead the webinar and share an innovation or breakthrough with their peers. Distance learning provides leaders with opportunities to deepen their understanding of an aspect of learning or content theme. Webinars and on-line resources will be identified based on the interest and needs of the group.

Personalized Coaching: Leaders will work with a coach and additional experts to translate what they've learned into practice and develop a customized leadership action plan. Coaches will support leaders in assessing district needs, designing and implementing new strategies, reflecting, and providing feedback on preliminary outcomes.

Implementation: The ultimate goal of the initiative is for students to access quality early learning programs; thus, the most important expectation is that leaders synthesize their learning and apply it within their districts. Also, the hope is that the insights, innovations, and breakthroughs that leaders gain or develop will be shared within the learning community itself and the broader educational community. Thus, integrated into the learning process are opportunities to disseminate best practices at conferences and participate in research efforts.

DIAL EE purposefully designed this combination of the day-to-day management of early learning programs, participation in an on-going learning community, and individualized coaching and support to accomplish key goals:

- Break down the isolation of early education leaders to expand their knowledge and access to support networks and increase the voice and visibility of district early education leaders within their communities and the state.
- Provide a supportive learning cycle for early education leaders to learn and innovate.
- Encourage innovation within early education and support education leaders to adopt new ideas and approaches to meet the specific needs of early education programs within their community and the state.
- Identify the needs of early education leaders within school districts and the supports and resources that are effective in addressing those needs.

As mentioned before, early learning programs within school districts have a broad range of needs, and it would be challenging for any single initiative to address all of them. To focus on learning efforts, the curriculum each year will focus on one of the three challenge "buckets" identified by the Design Team: policy and budgeting; workforce; and, continuous improvement/program quality. While the initiative has its overall goals, participating districts will also identify specific district learning goals related to one of the three focal areas. See Appendix A for the draft learning and leadership development curriculum and Appendix B for the proposed initiative budget.

With the first pilot cohort, the Design Team strongly felt that the group of districts should be kept relatively contained (no larger than 8 -12 districts). They wanted it big and diverse enough so that they could have a robust learning community but small enough to facilitate productive discussions among the group as well as make adaptations as we adjusted coursework based on what we learned.

District Participants Agree to:

By signing this agreement, you are engaging your district in three to five years year of learning as part of the DIAL EE Initiative. Expressly, you agree to:

- ◆ **Act as an Informant.** A person who gives information by communicating effectively. DIAL EE demarcates the word into two parts, a listener and conveyor. A listener is a person seeking to understand before responding by physically engaging in the speaker's words and body language. The conveyor provides information that authentically reflects their District's context while integrating new information learned during the PLC, such as, expert interactions, webinars, podcasts, and ongoing engagement with peers.
 - Participant Summary. The participant agrees to provide a 2–4 page summary of the District's Early Education Division or Department. The abstract must, at a minimum, include; Superintendent's Early Education Mission Statement, participant biography, an overview of the early education program (recommend utilizing tables and graphs to summarize the program). The participant summary may also include a list of special early education projects, a summary

of an intra-department/inter-agency multi-year, or a project that aligns the early education and K-12 systems. Use graphics to strategically illustrate systemwide work (See Appendix A: Sample Participant Summary).

- **Presentation.** The participant agrees to share their expertise in early education and its implementation in a district setting at one of the following conferences during 2020.
 - (1) Association of California School Administrators – ACSA,
 - a. Special Education
 - b. Leadership
 - (2) California Association of African American Superintendents and Administrators – CAAASA,
 - (3) California Association of Latino Superintendents and Administrators – CALSA,
 - (4) California County Superintendents Educational Services Association – CCSESA, or
 - (5) Participants Local Planning Council
 - (6) Local or regional conference
 - (7) Participant identified conference
- **Research.** The participating district agrees to participate in a variety of research processes, such as surveys, case studies, or participatory action research (PAR). PAR is an approach that emphasizes the researcher's role in seeking to understand the world through participation and action while simultaneously trying to change it. Each participant is expected to approach their district project as a researcher - organized, systematic investigation.

- ◆ **Participate in a Professional Learning Community.** Hurd (2014) defined PLC's as, "a group of educators that meet regularly, sharing expertise, and working collaboratively to improve teaching skills and the academic performance of students" or "professionals coming together in a group—a community—to learn." Researchers have identified five common elements of an effective PLC; (1) reflective dialogue between participants and facilitators, (2) a laser focus on student learning and outcomes, (3) sustained authentic interactions among participants, (4) collaborative processes, and (5) shared **values** and norms.

To achieve an active PLC, the participant agrees to engage in the following events by:

- Attending each Convening in its entirety,
- Viewing all Webinars, Podcasts, Readings in its entirety before the scheduled convening or online conversation with experts, and
- Actively engaging in PLC by including books, articles, or research that inform your practice.

- ◆ **Implement a District Project.** The early education leader is designated as the participant for the DIAL EE Initiative and is responsible for managing the project implementation. Specific responsibilities include:

Project Management - scheduling, planning, and facilitating quarterly DIAL EE site visits, which will include participation in the following District meetings: Board of Education, District Executive or Leadership, Early Education Leadership Program or Department, Local Planning Council.

District-wide Engagement - ensuring that the work is embedded throughout the system by engaging and coordinating with district departments, schools, and the District Leadership Team on a regular basis.

Ongoing Reflection and Documentation - maintaining an online version of the district's early education project by sharing progress with DIAL EE facilitator.

Communication - maintaining clear and consistent communication with the superintendent, District Leadership Team and the project activities, milestone, outcome and goal achievement.

Identify a target project (see Appendix B: Project)!

DIAL EE Agrees

DIAL/EE provides many services and benefits to districts participating in this Initiative at no cost. Specifically, DIAL/EE provides:

- Intensive staff support and coaching throughout the year.
- Access to expert thought partners at three annual Improvement Convenings, regularly scheduled webinars, and other virtual experiences.
- Access to ongoing collaboration and other opportunities through a variety of mediums, such as virtual collaboration platform.
- Lodging for Convenings (four two-day sessions) and breakfasts, lunches, snacks, and dinner for each participant during each convening. Please note that if your district office is less than 100 miles away from the meeting venue, the expectation is that you arrive on the morning of the first day of the meeting and spend one night in a hotel.
- All materials, supplies, and other technical assistance at Convenings, webinar, and online sessions.
- As part of DIAL EE, the CDE Foundation will provide each participating district with a \$1,000 stipend to cover other expenses related to their Improvement project. Districts will submit an annual invoice by November 30 to receive these funds. DIAL/EE will provide a sample invoice template. Specifically, the \$1,000 stipend will cover travel to convenings.
- Travel costs to convenings, including meal costs during travel (lodging is arranged directly by DIAL/EE).
- Travel costs and accommodation for presenting at a leadership conference, such as CAAASA or ACSA.

Conclusion

DIAL/EE is committed to supporting robust district and school improvement through collaboration. The mutual agreements outlined above are intended to provide the structure and clarity necessary to ensure participants can fully engage in the work, achieve results, and develop the long-term capacity for improvement.

MOU Termination date is December 31, 2020:

Oxnard School District Director of Purchasing Signature: _____

Print Name: Lisa A. Franz, Director of Purchasing

Oxnard School District Early Education Participant Signature: _____

Print Name: Noemi Valdes, Director of Early Childhood Education Programs

Date: _____

DIAL EE Representative Signature: _____

Print Name: **Carla Bryant, Executive Director**

Date: _____

CDE Foundation Representative (Fiscal Agent/Lead Agency)Signature: _____

Print Name: **Jessica Howard, CEO**

Date: _____

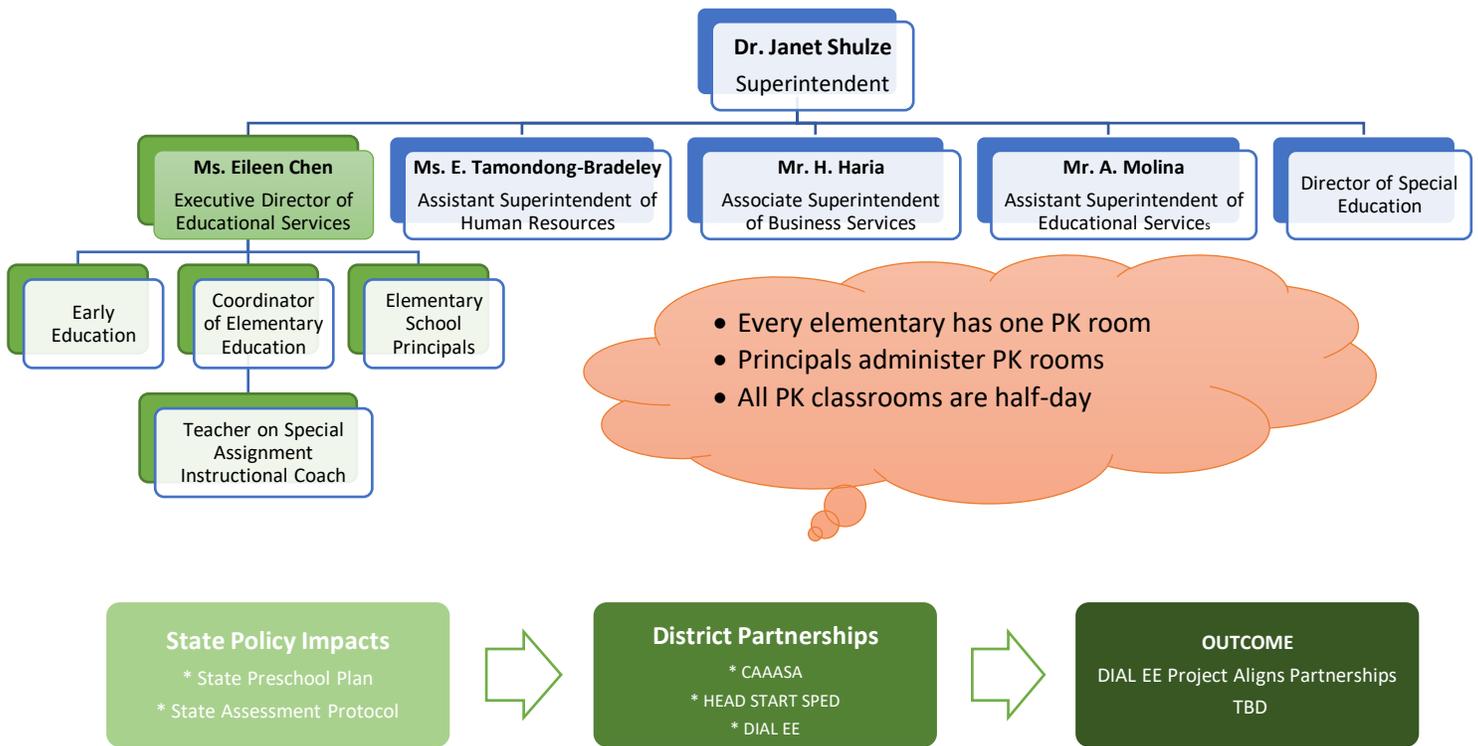
EIN: 45 0676449
260 Main Street, Suite 200
Redwood City, CA 94063

Please sign and PDF this agreement and forward to Karen Vang at Karen@DialEE.org.

APPENDIX A: Sample Participant Summary

In 2017, Dr. Janet Shulze, Superintendent of Pittsburg Unified School District, moved the early education division (preschool -transitional kindergarten classrooms) under the elementary director. The Director is one of four positions in the Superintendent's cabinet. The Superintendent's vision is to align the early education division to the TK-12 system. The work has taken on multiple forms, which included a partnership with the community-based Head Start program agreeing to serve preschool children with special needs. PUSD had more children than classrooms and collaborated with Head Start to identify the much-needed accommodations. The District hopes to use the opportunity to explore other opportunities. Such as, PUSD is participating in a state-wide collaboration with California's Association of African American Superintendents and Administrators (CAAASA) project funded by the California Collaborative for Educational Excellence (CCEE). The Superintendent and Elementary Director, Eileen Chen, expressed a desire to develop a cohesive early education plan that aligned the District's vision and partnerships while ensuring that focus children, e.g., African Americans and children with special needs, are appropriately served.

Figure X: Pittsburg USD Overview



This work will take into consideration the California Preschool and State Assessment Planning processes, identifying potential funding models, and professional development plans that take into account future workforce impacts.

APPENDIX B: Project

Note: All plans are subject to change based on district needs and feedback!

Potential Outcomes from DIAL EE Participating Districts

The Design Team and Participants will identify a list of goals, milestones, or outcomes for the project that meet the following conditions:

- Collaborate with at least one district department*
- Must align across EE and Tk12 budget, e.g., Title I and V or HHS and Title V*
- Must align or acknowledge recent policy changes, e.g., SpEd PreK disproportionality, PreK suspension, State PreK Plan.*
- Must be measurable*

Year One:

Each participant will identify an Early Education goal(s), milestones, and outcomes that align with their District's strategic plan.

Year Two:

Early Education District milestone(s)

Year Three:

Early Education District milestone or outcome

ⁱ Reardon, S.F. (2019). Educational Opportunity in Early and Middle Childhood: Using Full Population Administrative Data to Study Variation by Place and Age. *RSF: The Russell Sage Foundation Journal of the Social Science*, 5(2), 40-68. <https://doi.org/10.7758/RSF.2019.5.2.03>

ⁱⁱ Regenstein, E. (2019). Why the K-12 World hasn't Embraced Early Learning. *Foresight Law+Policy*

ⁱⁱⁱ In 2018-19, 295 school districts in California received California State Preschool Program resources to operate early education programs.

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna **Date of Meeting:** June 24, 2020

Agenda Section: Section C: Special Education Agreement

Approval of Agreement/MOU #20-23 – Tutorific, LLC (DeGenna)

Tutorific, LLC will provide additional instruction to students selected or assigned by the Special Education Services Department for tutoring outside of the normal school day.

Term of the Agreement/MOU: July 1, 2020 through June 30, 2021

FISCAL IMPACT:

\$50,000.00 (billed at \$85.00 per hour) – Special Education Funds

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement/MOU #20-23 with Tutorific, LLC.

ADDITIONAL MATERIALS:

Attached: [Agreement/MOU #20-23, Tutorific, LLC \(6 Pages\)](#)
[Proposal-Scope of Work \(5 Pages\)](#)
[Certificate of Insurance \(4 Pages\)](#)



Agreement/Memorandum of
Understanding ("MOU") #20-23



between
Oxnard School District ("OSD") Special Education Department
1051 South "A" Street, Oxnard, CA 93030
and Tutorific, LLC ("Tutorific")

- 1. Purpose.** This MOU is entered into for the purpose of providing additional instruction to students selected or assigned by OSD for tutoring outside of the normal school day ("Student").
- 2. Term.** The Term of this Contract begins on July 1, 2020 and ends on June 30, 2021 ("Term").
Payment. Upon proper monthly invoicing which includes the amount of hours provided per student, District agrees to pay Tutorific for services performed during the Term of this Agreement at the rate of \$85 per hour per student for one-to-one tutoring.
- 3. Students.** Selection of students to participate under this MOU shall be at the discretion of OSD. Tutorific may decline and/or drop a Student if it is not possible to provide the tutoring due to lack of reasonable parent support in facilitating the tutoring (including but not limited to parent inflexibility to accept any of multiple scheduling options) or if the Student presents a danger to Tutorific staff. For each Student assigned to Tutorific by OSD, OSD shall provide Tutorific with the child's name, parent(s) name(s), address, contact numbers, and any information OSD deems helpful in providing service to the Student, including but not limited to 504 plan, IEP, ISP, special education information, level of English language ability and home language, type of tutoring (if limited by OSD), and number of hours of tutoring (if limited by OSD).
- 4. Subjects & Duration.** The subject(s) to be tested and tutored and are pre-approved by OSD are reading, language arts, spelling, and math. If requested by the District and/or parent, and Tutorific's tutor is able, tutor may assist with other subjects as best serves each student. Tutorific shall be notified by OSD in writing of Students assigned for a finite number of hours of tutoring at the time each Student is assigned, and OSD shall not be responsible to pay Tutorific for any tutoring beyond those stated hours. Students assigned without a finite number of hours shall be considered to be ongoing and OSD shall pay for all Tutorific-provided sessions for such Students throughout the school year in which the Students are assigned but OSD may stop any Student's tutoring with a simple two week written notice.
- 5. Testing & Reporting.** Tutorific shall assess each Student as the first step of tutoring. Assessment time shall be counted and paid as tutoring time. Progress assessing and reporting shall occur approximately quarterly and at the end of each student's assigned duration with Tutorific. Progress is not tested nor reported for students who drop from the program before each scheduled progress test. Tutorific shall report non-excused absences to the district within a week of the missed session or missed make-up, whichever comes last. Attendance shall also be reported at the time of monthly billing.
- 6. Parent Communication.** Tutorific shall be responsible for parent communication related to student scheduling, absences, and make-ups. A copy of each report shall be provided by Tutorific to each Student's parent. Tutorific shall provide reports to parents in Spanish when necessary for good communication.
- 7. Location of Tutoring.** The location of tutoring shall be determined by mutual agreement between Tutorific and the Student's parent and may be at the school, Tutorific's clinic, a public library, or in-home. Tutorific shall make good effort to provide the tutoring at each Student's home school campus when possible while keeping in mind some families' limitations related to parent work schedules and transportation, facility space and tutor availability.

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

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

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

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

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

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

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

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

16. Termination.

a. Without Cause. This Contract may be terminated by the District or the Provider at any time. To terminate this Contract, either party will give 20 calendar days written notice prior to the date of termination. Upon termination, without default of Provider, the District will pay, without duplication, for all services satisfactorily performed to the date of termination. In consideration of this payment, Provider waives all rights to any further payment of damage. Under no circumstances will Provider be entitled to anticipatory, lost profits or consequential damages as a result of termination under this section.

b. For Cause.

(i) The District may, by written notice to the Provider, terminate this Contract in whole or in part at any time because of the failure of the Provider to fulfill its contractual obligations and the District may, in its sole discretion, provide Provider with a reasonable period within which to cure the default. Upon receipt of such notice, the Provider will (A) immediately discontinue all services affected (unless the notice directs otherwise) and (B) deliver to the District all information and material as may have been involved in the provision of services whether provided by the District or generated by the Provider in the performance of this Contract, whether completed or in process (unless the notice directs otherwise). Termination of this Contract will be as of the date of receipt by the Provider of such notice.

(ii) If the termination is due to the failure of the Provider to fulfill its contractual obligations, the District may take over the services and complete the services by contract or otherwise. Provider will be liable for the reasonable costs and expenses related to the transfer of District students to another provider.

(iii) If, after the notice of termination for failure to fulfill contract obligations, it is determined that the Provider has not so failed, the termination will be deemed to have been effected without cause pursuant to 15(a) above.

(iv) Provider will not be entitled to anticipatory, lost profits or consequential damages as a result of any termination under this section. Payments to the Provider in accordance with this section will constitute the Provider's exclusive remedy for any termination hereunder.

17. Severability Clause. If any provision of this Contract is held, in whole or in part, to be unenforceable for any reason, the remainder of that provision and of the entire Contract will be severable and remain in effect.

18. Written Notice. Notices required under this Contract will be valid when mailed first class postage or personally delivered to the following representatives, as indicated below.

For the District:
Dr. Anabolena DeGenna
Asst. Supt., Educational Services
Oxnard School District
1051 South "A" Street
Oxnard, CA 93030

For Tutorific:
Matt Oppenheimer
Executive Director / Owner
Tutorific!
484 Mobil Avenue, Suite 12
Camarillo, CA 93010

OXNARD SCHOOL DISTRICT

TUTORIFIC:

Signature

Signature

Lisa A. Franz, Director, Purchasing

Matt Oppenheimer , Executive Director/Owner

Date

Date

EXHIBIT A

INSURANCE

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

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

(1) Commercial General Liability coverage of not less than one million dollars (\$1,000,000) combined single limit, bodily injury, personal injury and property damage liability per occurrence, in a form acceptable to the District.

(2) Comprehensive general and auto liability insurance with limits of not less than one million dollars (\$1,000,000) per accident for bodily injury and property damage per occurrence. A combined single limit policy with aggregate limits in an amount of not less than two million dollars (\$2,000,000) shall be considered equivalent to the said required minimum limit.

(3) Insurance Coverage shall include:

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

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

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

(6) Professional liability (Errors and Omissions) insurance, including contractual liability, as appropriate to the Provider's profession. This coverage may be written on a "claims made" basis and must be endorsed to be applicable to claims based upon, arising out of or related to Services performed under this Agreement. The insurance must be maintained for at least 3 consecutive years following the later of the completion of the Services or the termination of this Agreement.

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

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

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

B. General Liability and Automobile Liability Coverages.

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

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

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

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

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

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

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

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

EXHIBIT B

CONFLICT OF INTEREST CHECK

Bylaws of the Board 9270(BB)E requires that the Superintendent or a designee make a determination, on a case by case basis, concerning whether disclosure will be required from a consultant to comply with the District's Conflict of Interest Code (commencing with Bylaws of the Board 9270 BB).

Consultants are required to file disclosures when, pursuant to a contract with the District, the consultant will make certain specified government decisions or will perform the same or substantially the same duties for the District as a staff person would.

The services to be performed by Provider under the Contract to which this Exhibit B is attached constitute do not constitute governmental decisions or staff services within the meaning of the Conflict of Interest Code. Therefore, the Provider, **Tutorific**, who will provide Services under the Contract, is is not subject to disclosure obligations.

Date: _____

By: _____

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
Oxnard School District	Per AI Schedule
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

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

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

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

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

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

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

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

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

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - DESIGNATED
PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

<p>Name Of Additional Insured Person(s) Or Organization(s): Oxnard School District</p>
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>

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

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

However:

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

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 2. Available under the applicable Limits of Insurance shown in the Declarations;
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This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

TUTORIFIC!

OSD Special Education Proposal/Scope of Work

TUTORIFIC has been West Ventura County's leading tutoring organization for more than 47 years. We have provided educational support services in the forms of tutoring, afterschool programs, and summer programs for more than ten years. During No Child Left Behind, we were one of a limited number of providers approved by the California Board of Education to offer Supplemental Educational Services for reading, math, English Language Learners AND **Special Education**. For a period of twelve years, we provided tutoring to our county's foster children and homeless youth under contract with the Ventura County Office of Education. We have provided services, at one time or another, to over a dozen local school districts. In addition, we have provided tutoring for thousands of local K-12 students whose parents enroll them directly, and we have a very active early reader program for children, ages four and up.

We have experience working with a wide variety of special populations and needs:

- Special Education (504, IEP, ISP)
- Autism / Asperger
- Downs Syndrome
- ADHD / ADD
- Speech Issues
- Hearing & Sight Issues
- Specific Learning Disabilities
- Graphic Processing Issues
- Auditory Processing Issues
- Memory Issues
- Behavioral Issues
- Motivational Issues
- Emotional Issues

In addition to gladly accepting any students assigned to us by OSD, we have a notably positive reputation for working well with challenging parents. (But please send us easy ones, too. 😊)

TUTORIFIC! is fully capable of teaching all K-12 subject areas. We have helped some of OSD's youngest students learn basic phonics as well as turning teens who were failing their classes into students who graduated high school.

To make life easier for your district, we handle every aspect of tutoring:

- Parent Interaction
- Scheduling
 - Including maintaining an attendance log submitted to OSD with each invoice
- Initial Assessment(s)
- Tutoring (Staff and Materials)
- Progress Testing (Approximately each 30 hours)
- Progress Reports
 - Provided to the district and parent; in English and Spanish
- Accounting / Billing

We provide the tutoring at our beautiful and well-stocked educational clinic. When this is not possible for OSD sponsored families, we meet students at a library near the family or provide tutoring in-home.

Among the subjects we can successfully tutor for you are...

- Mathematics
 - Core Math
 - Algebra
 - Geometry
- Reading
 - Oral Reading
 - Vocabulary
 - Reading Comprehension
- Spelling
 - Predictable (Phonics-based)
 - Unpredictable
- Language Arts
 - Grammar
 - Usage
 - Capitalization
 - Punctuation
- Homework Support

We are educator owned and operated. The progress of our students and building their self-confidence & study skills is our primary concern, not large profit, and thus our hourly rates are have consistently been lower than other private educational firms.

Improving our students' understanding of the English language and improving reading skills are incorporated into every aspect of our tutoring. Even for math, we provide a reading component to help our students better understand word problems, written directions and written descriptions.

We use a variety of instructional materials from such publishers as Key Curriculum Press, McGraw-Hill, Macmillan, Houghton Mifflin, Scott Foresman, Harcourt Brace Jovanovich, Merrill Publishing, Continental Press, Teachers College Press, Bowmar/Noble, Phoenix Learning Resources, Barron's Educational, Scholastic and others. The hundreds of materials at our disposal – books, worksheets, kits, graphics, manipulatives, etc. – are logged in our extensive Instructional Materials Database, ready to be assigned when ideally suited based on our individual student testing.

Every incoming student is assessed in the subjects requested for tutoring by the parent and/or district. These tests pinpoint levels of ability and define specific needs that combined become the basis of the program created for the student. During this initial phase, we also review information given to us by the child's parent(s) and the district. IEPs and 504 plans are helpful to us. All combined, these elements allow us to create a program tailored directly to personalized academic needs, learning styles and interests for either small group or 1:1 tutoring.

Once designed, the students' printed programs guide their tutors, maximizing the productivity of each session and ensuring the fastest progress while building self-confidence. We build onward from the edge of the students' knowledge envelope and help them master concepts that have been troubling them. As precise as these programs are, the tutor is given reasonable latitude in materials and methods to meet or surpass goals. Each program includes a choice of applicable instructional materials (as described above) for each academic goal. This also allows a tutor to make immediate changes based on a student's interests and mood on any given day, and to take advantage of unanticipated opportunities for educational growth, which may occur based on events at school or a child's sudden curiosity about a targeted concept.

We do not progress linearly through books as some tutoring organizations do. We jump directly to specific needs. Once mastered, we move to the next. We do not spend time on concepts a student already knows. We NEVER give busy-work. Every moment is focused on moving the student forward as quickly as possible.

Tutorific reserves the right to assign the tutor who we feel will do the best job of making progress for each student assigned as well as who will best motivate and relate to each assigned student. All tutors will have prior tutoring experience with the type of student being assigned.

All of our instruction occurs outside of each student's regular school day. We are a non-religious, neutral, non-ideological organization. The quality and type of services is not altered by a student's race, gender, religion or politics.

Special Needs Notes:

Having been founded by a bilingual special education teacher and having more decades of organizational experience working with special-needs kids & English learners, we are especially prepared and staffed to work with these wonderful children. The students range from kids who are many years below grade level up through kids who are many years above. On one end of the spectrum, we work with children who are autistic (extreme through Asperger's) or have other special needs. For example, we tutored a dyslexic 7th-grader who came to us reading at a kindergarten level and literally wrote scribbles rather than sentences, yet who was bright and articulate. His private school promoted him from one grade to the next without regard to his actual ability until they summarily dropped him in middle school. We analyzed his graphic processing issues and designed a program which advanced him more than a year for each thirty sessions with us because we had found the key. On the other end of the spectrum, we have 5th graders performing complex algebra functions and kindergarteners reading at the 3rd and 4th grade levels. Students often come to us when they are one to three years behind. Others, who normally do well, attend when they encounter problematic new concepts. This latter group stays with us briefly, returning later when they have another such need. Many of our students are here because they have learning challenges such as ADD, ADHD, memory issues, graphic and/or auditory processing issues, dyslexia, dysgraphia, lack of motivation, test anxiety, poor study skills or a combination of these. It is precisely because we program prescriptively, have such a large reservoir of instructional materials and a carefully chosen staff with the necessary training and experience that we are able to excel with all of these kids. And we do it often when others have believed it was impossible to do so.

English Language Learners Notes

We have tutored bilingual students during all of our years in business. At times, this group of kids represented about half of our organization's student population. English language ability is always an important factor in creating each child's program. While our approach is full immersion, "English language only" instruction, we currently employ a number of staff members who are fluent in Spanish. We have a variety of excellent ELL instructional materials containing wonderfully helpful graphics, and we incorporate plenty of oral language practice. Beyond our direct tutoring of ELL students, we are known for our excellent communication with, and support of, their parents, many of whom exclusively speak Spanish. We have staff fluent in Spanish and all of our Title One written communication is provided in English and Spanish.

Tuition:

Tutorific is giving OSD a reduced hourly tuition of \$65/hour.

Hours are billed in ¼-hour allotments

(e.g. a session lasting an hour and fifteen minutes would be billed at 1.25 hours)

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**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED PERSON OR
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Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

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

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

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

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

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

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

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

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

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

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**ADDITIONAL INSURED – DESIGNATED
PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

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<p>Name Of Additional Insured Person(s) Or Organization(s): Oxnard School District</p>
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>

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

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

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

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna **Date of Meeting:** June 24, 2020

Agenda Section: Section C: Special Education Agreement

**Approval of Agreement #20-24 – Haynes Education Center & S.T.A.R. Academy
(DeGenna)**

Haynes Education Center & S.T.A.R. Academy will provide the following support services to the Special Education Services Department during the 2020-2021 school year:

- Academic Tutoring or Transition Services
- In-Home & Hospital Services
- Educational Counseling & Guidance – Individual
- Language & Speech Therapy - Individual
- Occupational Therapy – Individual
- Behavior Intervention – School or Home Based
- Orientation and Mobility Instruction, Visual Impairment or Deaf/Hard of Hearing
- Academic Achievement Test or Transition Assessment
- Staff Placement – Special Education Teachers

FISCAL IMPACT:

Total cost not to exceed \$154,000.00 - Special Education Funds

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #20-24 with Haynes Education Center & S.T.A.R. Academy.

ADDITIONAL MATERIALS:

Attached: [Agreement #20-24, Haynes Education Center & S.T.A.R. Academy \(13 Pages\)](#)
[Proposal \(1 Page\)](#)
[Rate Sheet \(2 Pages\)](#)

OXNARD SCHOOL DISTRICT

Agreement #20-24

AGREEMENT FOR CONSULTANT SERVICES

This Agreement for Consultant Services (“Agreement”) is entered into as of this 24th day of June 2020 by and between the Oxnard School District (“District”) and Haynes Education Center & S.T.A.R Academy (“Consultant”). District and Consultant are sometimes hereinafter individually referred to as “Party” and hereinafter collectively referred to as the “Parties”.

RECITALS

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

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

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

OPERATIVE PROVISIONS

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

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

2. **Term of Agreement.** Subject to earlier termination as provided below, this Agreement shall remain in effect from July 1, 2020 through June 30, 2021 (the “Term”). This Agreement may be extended only by amendment, signed by the Parties, prior to the expiration of the Term.

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

4. **Compensation and Method of Payment.** Subject to any limitations set forth below or elsewhere in this Agreement, District agrees to pay Consultant the amounts specified in **Exhibit B** “Compensation”. The total compensation shall not exceed One Hundred Fifty-Four Thousand Dollars (\$154,000.00), per the hourly rate sheet attached, unless additional compensation is approved in writing by the District.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

_____ (Initials)

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

_____ (Initials)

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

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

_____ (Initials)

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

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

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

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

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

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

21. **Indemnification.**

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

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

_____ (Initials)

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

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

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

To District: Oxnard School District
 1051 South A Street
 Oxnard, California, 93030
 Attention: Dr. Anabolena DeGenna
 Phone: 805.385.1501, x2175
 Fax: 805.487.9648

To Consultant: Haynes Education Center & S.T.A.R. Academy
 2120 Foothill Blvd., Suite 205
 La Verne, CA 91750
 Attention: Jonas Maceda
 Phone: 909.833.7187
 Fax: 909.992.3018

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

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

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

26. **Administration.** **Dr. Anabolena DeGenna** shall be in charge of administering this Agreement on behalf of the District. The Director of Purchasing has completed **Exhibit D** "Conflict of Interest Check" attached hereto.

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

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

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

OXNARD SCHOOL DISTRICT:

**HAYNES EDUCATION CENTER &
S.T.A.R. ACADEMY:**

Signature

Signature

Lisa A. Franz, Director, Purchasing

Typed Name/Title

Typed Name/Title

Date

Date

Tax Identification Number: 95-6002318

Tax Identification Number: _____

- Not Project Related
- Project #19-33

EXHIBIT A
TO AGREEMENT FOR CONSULTANT SERVICES #20-24

SERVICES

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

***PER ATTACHED PROPOSAL & RATE SHEET**

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

***PER ATTACHED PROPOSAL & RATE SHEET**

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

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

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

- None.
- See attached list.

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

- None.
- See attached list.

VII. AMENDMENT

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

- Not Project Related
 Project #19-33

EXHIBIT B
TO AGREEMENT FOR CONSULTANT SERVICES #20-24

COMPENSATION

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

Total compensation shall not exceed One Hundred Fifty-Four Thousand Dollars (\$154,000.00), per the hourly rate sheet attached, unless additional compensation is approved in writing by the District.

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

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

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

IV. The total compensation for the Services shall not exceed \$154,000.00, per the hourly rate sheet attached, as provided in Section 4 of this Agreement.

EXHIBIT C
TO AGREEMENT FOR CONSULTANT SERVICES #20-24

INSURANCE

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

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

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

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

(3) Insurance coverage should include:

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

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

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

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

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

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

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

Not Project Related

Project #19-33

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

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

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

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

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

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

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

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

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

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

Not Project Related

Project #19-33

EXHIBIT D
TO AGREEMENT FOR CONSULTANT SERVICES #20-24

CONFLICT OF INTEREST CHECK

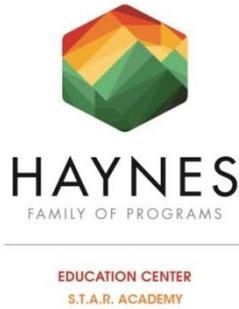
Bylaws of the Board 9270(BB)E requires that the Superintendent or a designee make a determination, on a case by case basis, concerning whether disclosure will be required from a consultant to comply with the District's Conflict of Interest Code (commencing with Bylaws of the Board 9270 BB).

Consultant's are required to file disclosures when, pursuant to a contract with the District, the Consultant will make certain specified government decisions or will perform the same or substantially the same duties for the District as a staff person would.

The services to be performed by Consultant under the Agreement to which this Exhibit D is attached constitute do not constitute governmental decisions or staff services within the meaning of the Conflict of Interest Code. Therefore, the Consultant, **HAYNES EDUCATION CENTER & S.T.A.R. ACADEMY**, who will provide Services under the Agreement, is is not subject to disclosure obligations.

Date: _____

By: _____
Lisa A. Franz
Director, Purchasing



Haynes Family of Programs – S.T.A.R. Academy **Proposal/Scope of Services 2020-2021**

Company/Provider:	Haynes Family of Programs Inc.
DBA:	S.T.A.R. Academy (NPA)
Address (Mailing):	PO Box 400 W. Baseline Road, La Verne, CA 91750
Address (Physical):	233 W. Baseline Road, La Verne, CA 91750 Contact
Person:	Jonas Maceda, Director, S.T.A.R. Academy
Contract Signatory:	Daniel Maydeck, CEO/President
Phone:	(909) 667-2107 – Jonas / (909)593-2581 ext. 223 - Daniel
Fax:	(909) 992-3018
E-mail:	jmaceda@leroyhaynes.org / dmaydeck@leroyhaynes.org
Website:	www.leroyhaynes.org

1. Brief description (a paragraph) regarding the types of services your company can provide to students.

Haynes Family of Programs Inc. has over 75 years experience developing and implementing successful year-round educational services throughout California. Our company is state certified as a Non-Public Agency (NPA) and a Non-Public School (NPS). We provide individualized Educational Support Services for students with special needs from grades K-12 or ages 5-22. We offer and provide the following services.

Compensatory Services:

- **Supplemental Academic Support (SAS) / Academic Tutoring**
- **Transition Services**
- **Language and Speech (LAS) Services**
- **Occupational Therapy (OT) Services**
- **Educationally Related Intensive Counseling Services (ERICs)**

IEP-Based Services & Assessments:

- **See attached Rate Sheet 2020-2021**

2. Cost(s) associated with your program (hourly rate): **See the attached Rate Sheet 20-21**
3. Location of services: **Student's home or the local library — parent's choice.**
4. Schedule of services: **Afternoons, evenings, or weekends. This is the parent's choice.**

Haynes Family of Programs - S.T.A.R. Academy Rate Sheet 2020-2021

All services are provided by fully credentialed and/or licensed professionals

Compensatory Services*	Rate
Supplemental Academic Services (SAS) or Transition Services	\$85 Per Hour
Occupational Therapy	\$165 Per Hour
Language and Speech Services (LAS)/Therapy	\$165 Per Hour
ERICs – ERHMS Counseling	
Parent Training	\$120 Per Hour
Educational Counseling (1:1)	\$100 Per Hour
Orientation and Mobility Instruction, Visual Impairment or Deaf and Hard of Hearing Services	\$100 Per Hour

***School District and Parent/Guardian will receive a Student Services Report (SSR) upon completion of each authorized compensatory service/contracted hours. SSR reports will be provided and billed on the last hour/session for each student's services. For example, a student referred for 75 hours of SAS will complete 74 hours of SAS direct services and 1 hour of indirect services billed as "Final Session/SSR."**

IEP-Based Services**	Rate
Home Instruction/Resource Specialist Program (RSP) Services	
SAI – Direct Service (5 or more hours per week)	\$120 Per Hour
SAI-RSP – Direct Service (Less than 5 hours per week)	\$120 Per Hour
Prep/IEP: Includes updating goals progress, program planning, and IEP attendance Allocation: 1 hour for every 5 hours of direct service allocated	\$120 Per Hour
Occupational Therapy (OT)	\$165 Per Hour
OT - Prep/IEP Bundle Includes updating goals progress, program planning, and IEP attendance (10 hours per year)	\$165 Per Hour
Language and Speech Services/Therapy (LAS)	\$165 Per Hour
LAS - Prep/IEP Bundle Includes updating goals progress, program planning, and IEP attendance (10 hours per year)	\$165 Per Hour
ERICs – ERHMS Counseling	\$120 Per Hour
ERICs - Prep/IEP Bundle Includes updating goals progress, program planning, and IEP attendance (10 hours per year)	\$120 Per Hour

****Cancellation Policy (CC24) - If the school or parent does not provide 24 hours-notice of student's absence to Haynes Family of Programs, we will automatically bill a minimum of 50% of scheduled hours. For example, if student's services are scheduled from 9:30 am to 11:30 pm (2 hours), we will bill district of student's non-attendance/absence a minimum of 1 hour**

Behavior Services – School/Home/Community Based Services**	Rate
Behavior Intervention Development (BID) – To Accompany BII Services	
Supervision to Accompany BII Services (1 hour BID for every 5 hours of BII direct service allocated.)	\$130 Per Hour
Consultation with IEP Team/Parent	\$130 Per Hour
Program Development/Training	\$130 Per Hour
Behavior Intervention Implementation (BII)	
1:1 School/Community	\$85 Per Hour
Transportation	\$85 Per Hour
Behavior Intervention Development (BID) – Social Skills	
Social Skills with BCBA (16 – 2 Hour sessions; 2 hours BID Programming)	\$130 Per Hour

****Cancellation Policy (CC24) - If the school or parent does not provide 24 hours-notice of student's absence to Haynes Family of Programs, we will automatically bill a minimum of 50% of scheduled hours. For example, if student's services are scheduled from 9:30 am to 11:30 pm (2 hours), we will bill district of student's non-attendance/absence a minimum of 1 hour**

Staff Training – Behavior	Rate
Behavior Intervention Fundamentals – Group (Max 20 participants)	\$1500 flat rate
Behavior Intervention Plan – BIP Student Specific	
Individual (e.g. 1:1 aide training/teacher) includes observation, training, and follow-up	\$1000 per student
Group (e.g. IEP Team) includes observation, training, and follow-up	\$1500 per student

Assessments	Rate
Occupational Therapy Assessment	\$1850 Per student
Occupational Therapy Assessment – AT Assessment (Check for Provider Availability)	\$1850 Per student
Language and Speech Assessment	\$1850 Per student
Language and Speech Assessment - AAC Assessment (Check for Provider Availability)	\$1850 Per student
ERHMS Assessment	\$1850 Per student
Functional Behavioral Assessment – One Location (School or Home)	\$1850 Per student
Functional Behavioral Assessment – Two Locations (School & Home)	\$2050 Per student
Functional Behavioral Assessment with 1:1 Aide Determination (School Based)	\$2050 Per student
Transition Assessment	\$1700 Per student
Triennial Assessment - OT and LAS or Comprehensive Academic Assessment	\$875 Per student

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna **Date of Meeting:** June 24, 2020

Agenda Section: Section C: Special Education Agreement

Approval of Agreement #20-25 – City Impact Inc. (DeGenna)

City Impact Inc. will provide Individual Student and/or Group Therapy Services, and Social/Emotional Testing and Assessment to include report, for the Special Education Services Department during the period of July 1, 2020 through June 30, 2022.

FISCAL IMPACT:

\$814,000.00 for the 2-year period (per attached Rate Sheet) - Special Education Funds

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #20-25 with City Impact Inc.

ADDITIONAL MATERIALS:

Attached: [Agreement #20-25, City Impact Inc. \(13 Pages\)](#)
[Scope of Work/Rates \(1 Page\)](#)

OXNARD SCHOOL DISTRICT

Agreement #20-25

AGREEMENT FOR CONSULTANT SERVICES

This Agreement for Consultant Services (“Agreement”) is entered into as of this 24th day of June 2020 by and between the Oxnard School District (“District”) and City Impact Inc. (“Consultant”). District and Consultant are sometimes hereinafter individually referred to as “Party” and hereinafter collectively referred to as the “Parties.”

RECITALS

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

OPERATIVE PROVISIONS

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

- 1. **Incorporation of Recitals and Exhibits.** The Recitals set forth above and all exhibits attached to this Agreement, as hereafter amended, are incorporated by this reference as if fully set forth herein.
- 2. **Term of Agreement.** Subject to earlier termination as provided below, this Agreement shall remain in effect from **July 1, 2020** through **June 30, 2022** (the “Term”). This Agreement may be extended only by amendment, signed by the Parties, prior to the expiration of the Term.
- 3. **Time for Performance.** The scope of services set forth in **Exhibit A** shall be completed during the Term pursuant to the schedule specified **Exhibit A**. Should the scope of services not be completed pursuant to that schedule, the Consultant shall be deemed to be in Default as provided below. The District, in its sole discretion, may choose not to enforce the Default provisions of this Agreement and may instead allow Consultant to continue performing the Services.
- 4. **Compensation and Method of Payment.** Subject to any limitations set forth below or elsewhere in this Agreement, District agrees to pay Consultant the amounts specified in **Exhibit B** “Compensation”. The total compensation, including reimbursement for actual expenses, shall not exceed Eight Hundred Fourteen Thousand Dollars (\$814,000.00), per attached Rate Sheet, unless additional compensation is approved in writing by the District.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

_____ (Initials)

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

_____ (Initials)

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

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

_____ (Initials)

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

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

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

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

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

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

21. **Indemnification.**

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

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

_____ (Initials)

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

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

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

To District: Oxnard School District
1051 South A Street
Oxnard, California, 93030
Attention: Dr. Anabolena DeGenna
Phone: (805) 385.1501 x2175
Fax: (805) 487.9648

To Consultant: City Impact Inc.
555 South A Street, Suite 185
Oxnard, CA 93030
Attn: Betty Alvarez Ham
Phone: (805) 983.3636
Fax: (805) 983.3636

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

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

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

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

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

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

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

OXNARD SCHOOL DISTRICT:

CITY IMPACT INC.:

Signature

Signature

Lisa A. Franz, Director, Purchasing

Typed Name/Title

Typed Name/Title

Date

Date

Tax Identification Number: 95-6002318

Tax Identification Number: _____

- Not Project Related
- Project #18-175

EXHIBIT A
TO AGREEMENT FOR CONSULTANT SERVICES #20-25

SERVICES

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

*Provide Individual Student and/or Group Therapy, as well as Staff Supervision for the Special Education Services Department during the 2020-2021 & 2021-2022 school years, per attached Rate Sheet.

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

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

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

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

- None.
- See attached list.

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

- None.
- See attached list.

VII. AMENDMENT

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

- Not Project Related
- Project #18-175

EXHIBIT B
TO AGREEMENT FOR CONSULTANT SERVICES #20-25

COMPENSATION

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

**TOTAL FEE NOT TO EXCEED \$814,000.00 per attached Rate Sheet

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

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

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

IV. The total compensation for the Services shall not exceed \$814,000.00, per attached Rate Sheet, as provided in Section 4 of this Agreement.

EXHIBIT C
TO AGREEMENT FOR CONSULTANT SERVICES #20-25

INSURANCE

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

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

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

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

(3) Insurance coverage should include:

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

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

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

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

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

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

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

Not Project Related

Project #18-175

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

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

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

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

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

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

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

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

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

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

- Not Project Related
- Project #18-175

EXHIBIT D
TO AGREEMENT FOR CONSULTANT SERVICES #20-25

CONFLICT OF INTEREST CHECK

Bylaws of the Board 9270(BB)E requires that the Superintendent or a designee make a determination, on a case by case basis, concerning whether disclosure will be required from a consultant to comply with the District's Conflict of Interest Code (commencing with Bylaws of the Board 9270 BB).

Consultant's are required to file disclosures when, pursuant to a contract with the District, the Consultant will make certain specified government decisions or will perform the same or substantially the same duties for the District as a staff person would.

The services to be performed by Consultant under the Agreement to which this Exhibit D is attached constitute do not constitute governmental decisions or staff services within the meaning of the Conflict of Interest Code. Therefore, the Consultant, **CITY IMPACT INC.**, who will provide Services under the Agreement, is is not subject to disclosure obligations.

Date: _____

By: _____
Lisa A. Franz
Director, Purchasing



OXNARD SCHOOL DISTRICT
SPECIAL EDUCATION COUNSELING

CITY IMPACT RATES (Effective July 1, 2020)

SCOPE OF WORK

1. Provide Individual Therapy – in school (English or Spanish)
2. Provide Group Therapy Services – in School (English or Spanish)
3. Attendance at IEP (when requested by School Psychologist or District Administration)
4. Provide Individual Therapy Services – (in home or City Impact Office (English or Spanish)
5. Provide Social and Emotional Testing and Assessment Report
6. Tele-Health Counseling Services

Counseling Services	Session Rates
Individual English Session	\$ 64.93
Individual Spanish Session	\$ 64.93
Group Session	\$ 86.59
Refusal Session	\$ 64.93
Start-up Session (New Student 1.5 hr.)	\$ 97.39
Case Manager/Psychologist Meeting (per 15 mins.)	\$ 16.23
IEP Meeting (per hour)	\$ 64.93
Quarterly Progress Reports/Final Progress Reports	\$ 32.47
Crisis Counseling/Referrals (per hour)	\$ 64.93
Social and Emotional Testing and Assessment Report	\$ 90.00
Tele-Health Counseling (Initial Call for Parent Consent, Set-up appointment, mailing out consent form, documentation)	\$ 64.93
Tele-Health Counseling Session	\$ 64.93
Parent Call for Consent (Voicemail messages, return calls)	\$ 10.61 per call

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna **Date of Meeting:** June 24, 2020

Agenda Section: Section C: Academic Agreement

Approval of Agreement #20-27, Ellevation Education (DeGenna/Batista)

Ellevation Education will provide online professional development on Ellevation Academy services to teachers in the Oxnard School District during the 2020-2021 school year.

Term of Agreement: August 1, 2020 through July 31, 2021.

FISCAL IMPACT:

Not to exceed \$5,000.00 – Title 1

RECOMMENDATION:

It is the recommendation of the Director, English Learner Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #20-27 with Ellevation Education.

ADDITIONAL MATERIALS:

Attached: [Agreement-Subscription Agreement #20-27, Ellevation Education \(6 Pages\)](#)
[Statement of Work \(12 Pages\)](#)

Ellevation Subscription Agreement

This Subscription Agreement ("Agreement") is being entered into between Ellevation Inc., having an address at 38 Chauncy Street, Boston, Massachusetts 02111 ("Ellevation") and the Company Name identified as "Customer" below. Customer understands that this Agreement is governed by the Terms and Conditions attached hereto as **Exhibit A**, which are incorporated herein by reference. In the event of any conflict between this Agreement and **Exhibit A**, the terms of this Agreement shall control. This Agreement is effective as of the Subscription Start Date set forth below

Company:	Ellevation Education	Customer:	Oxnard School District, CA
Representative:	Michele Rodriguez-Flores	Contact Name:	Marlene Batista
Email:	michele.flores@ellevationeducation	Email:	mbatista@oxnardsd.org
Phone:	617-307-5755	Phone:	(805) 385-1501 Ext. 2351
Address:	38 Chauncy St, 9th Floor, Boston, MA 02111	Address:	Educational Service Center 1051 South A Street, Oxnard, CA 93030
Start Date:	8/1/2020	End Date:	7/31/2021

Annual Subscription Fees

Subscription Total:	\$0.00
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Services Fees

Product	Quantity	Unit Price	Discount	Total Fees
Online Training	2	\$2,500.00		\$5,000.00
Services Total:				\$5,000.00

Total Investment

Grand Total:	\$5,000.00
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Invoicing Schedule: Up Front, In Full

Payment Term: Net 30

Contract Term: 12

1 Definitions.

- 1.1 The **“Platform”** is Ellevation’s proprietary, Internet-delivered SaaS platform of servers, software and related technology that is hosted, served or managed by Ellevation or Ellevation’s third-party service provider, and furnished to Customer under this Agreement. The Platform provides for the ability for Customer to: (1) utilize Ellevation’s proprietary data management system for English Language Learners or “ELLs”; (2) access reporting tools related to the productivity and performance of Customer’s ELLs; and (3) utilize instructional content for Customer’s ELLs.
- 1.2 **“Customer User”** shall mean any of Customer’s authorized users of the Platform.
- 2 **Services.** Ellevation agrees to deliver the software and perform the services described in any Statement of Work (“SOW”) which may be issued hereunder from time to time, and any such SOW are incorporated into this Agreement by reference (the **“Services”**).
- 3 **Fees and Payment.** Customer will pay the Subscription Fees and any related fees, as applicable, as set forth in Customer’s Subscription Agreement. All invoices are payable within thirty (30) calendar days following receipt by Customer. Past due amounts are subject a late payment charge, until paid, at the rate of One and a Half Percent (1.5%) per month or the maximum amount permitted by law, whichever is less.
- 4 **Term and Renewal.** The term of this Agreement shall be for an initial term of twelve (12) months commencing on the Effective Date of this Agreement unless otherwise expressly stated in the Agreement (“the **“Initial Subscription Term”**”). Following expiration of the Initial Subscription Term, Customer’s subscription will automatically renew for successive twelve (12) month renewal terms (each a **“Renewal Term”**) unless either party provides written notice of non-renewal at least thirty (30) calendar days prior to the expiration of the Initial Subscription Term or any subsequent Renewal Term. The Initial Subscription Term and Renewal Term(s) shall be collectively referred to herein as **“Term.”** Ellevation may raise the Subscription Fees any time after the expiration of the Initial Subscription Term with such increases effective thirty (30) days following advance written notice to Customer.

5 License Grant

- 5.1 **Customer Users** Ellevation will provide user account(s) for the number of authorized Customer’s Users.
- 5.2 **Permitted Use** During the Term of this Agreement, Ellevation hereby grants Customer a worldwide, non-exclusive, non-transferable right to access, use the features and functionality of the Platform solely for Customer’s educational purposes, subject to the terms and conditions of this Agreement. All rights not granted in this Agreement are reserved by Ellevation.
- 5.3 **Prohibited Use** Customer will not (and will ensure that Customer Users do not): (a) use the Platform other than in compliance with this Agreement and applicable federal, state, and local laws; (b) “frame,” distribute, resell, or permit access to the Platform by any unauthorized third party; (c) interfere with the Platform or disrupt any other user’s access to the Platform; (d) attempt to gain unauthorized access to the Platform, or attempt to discover the underlying source code or structure of the Platform, or otherwise reverse engineer the Platform; (f) submit to the Platform any content or data that is: false, misleading, defamatory, threatening, or which could otherwise constitute hate speech; infringing of intellectual property rights; reasonably deemed to involve moral turpitude or that contains mass mailings or any form of “spam”; (g) submit to the Platform any routine, device or other undisclosed feature, including a so-called time bomb, virus, software lock, drop dead device, malicious logic, worm, Trojan horse or trap or back door or software routine, that is designed to delete, disable, deactivate, interfere with or otherwise harm any software, program, data, device, system or service, or which is intended to provide unauthorized access or to produce unauthorized modifications; or (h) use any robot, spider, data scraping or extraction tool or similar mechanism with respect to the Platform.

Customer must also ensure that: (a) it provides true, accurate, current and complete information to create and maintain accounts; (b) neither Customer nor any Customer User circumvents or otherwise interferes with any user authentication or security used by Ellevation; (c) Customer Users maintain the confidentiality of their usernames and passwords; and (d) that neither Customer nor any Customer User will impersonate another user of the Platform or provide false identity information to gain access to or use the Platform.

6 Ownership and Rights

- 6.1 **Ownership of Customer Content.** Customer retains all right, title and interest in: (i) any data, files, attachments, text, images, and other content that Customer or a Customer User uploads or submits to the Platform under this Agreement; and (ii) any reports produced by Customer in connection with use of the Platform (collectively, **“Customer Content”**).
- 6.2 **Limited Use of Customer Content by Ellevation.** During the Term, Customer hereby grants Ellevation the right to use and transmit the Customer Content for purposes of: (a) making Customer Content available for viewing and downloading by Customer Users. During the Term and thereafter, Customer grants Ellevation the right to use the Customer Content solely on an aggregated, de-identified basis, to (i) improve its educational products for the purposes of adaptive and customized learning; (ii) demonstrate the effectiveness of its products (in terms of benchmarks, trends, statistics, and comparisons) for purposes of promotion, marketing, and sale of its products and services; and (iii) for the development and improvement of its educational sites, services, or applications.
- 6.3 **Ownership of Platform.** As between the parties, Ellevation retains all right, title and interest (including all intellectual property and proprietary rights therein) in and to the following but excluding any Customer Content: (a) the Platform

and the technology and software used to provide it; (b) all electronic and print documentation and other content made available or collected through the Platform; and (c) all data or information contained in or derived from the Platform (collectively, "Ellevation Data"). Subsections (a), (b) and (c) are defined as the "Ellevation IP". Except as expressly set forth in this Agreement, Ellevation shall have the right to use or disclose the Ellevation IP including the Ellevation Data at its sole discretion. In addition, except for Customer's rights to access and use the Platform set forth in this Agreement, nothing in this Agreement licenses or conveys any right to the Ellevation IP to anyone, including Customer

6.4 **Feedback.** Ellevation will have a perpetual right but not the obligation to use and incorporate into the Platform any feedback or suggestions for enhancement that Customer provides to Ellevation concerning the Platform ("Feedback"), without any obligation of compensation. Customer hereby acknowledges that Feedback shall be considered Ellevation IP.

7 **Confidentiality and Data Security.**

7.1 **Confidentiality.** As used herein, the "Confidential Information" of a party (the "Disclosing Party") means all financial, technical, or business information of the Disclosing Party that the Disclosing Party designates as confidential at the time of disclosure to the other party ("Receiving Party") or that the Receiving Party reasonably should understand to be confidential based on the nature of the information or the circumstances surrounding its disclosure. Without limiting the generality of the foregoing, Confidential Information includes but is not limited to, the terms and conditions of this Agreement; pricing for the Platform; and information about Ellevation's tools and features. Except as expressly permitted in this Agreement, the Receiving Party will not disclose, duplicate, publish, transfer or otherwise make available Confidential Information of the Disclosing Party in any form to any person or entity without the Disclosing Party's prior written consent. The Receiving Party will not use the Disclosing Party's Confidential Information except to perform its obligations under this Agreement (including, in the case of Ellevation, to provide the Platform).

Notwithstanding the foregoing, the Receiving Party may disclose Confidential Information to the extent required by law, provided that the Receiving Party: (a) gives the Disclosing Party prior notice of such disclosure so as to afford the Disclosing Party a reasonable opportunity to appear, object, and obtain a protective order or other appropriate relief regarding such disclosure (if such notice is not prohibited by applicable law); (b) uses diligent efforts to limit disclosure and to obtain confidential treatment or a protective order; and (c) allows the Disclosing Party to participate in the proceeding. Further, Confidential Information does not include any information that: (x) is or becomes generally known to the public without the Receiving Party's breach of any obligation owed to the Disclosing Party; (y) was independently developed by the Receiving Party without the Receiving Party's breach of any obligation owed to the Disclosing Party; or (z) is received from a third party who obtained such Confidential Information without any third party's breach of any obligation owed to the Disclosing Party. For the sake of clarity Confidential Information does not include information independently acquired by the newsroom of or the editorial staff of Ellevation or any of its related companies. The Receiving Party will return or destroy all Confidential Information upon the Disclosing Party's request after the termination or expiration of this Agreement and (if requested by the Disclosing Party) certify such return or destruction in writing.

7.2 **Confidentiality of Student Records.** Customer appoints Ellevation a "school official" as that term is used in the Family Educational Rights and Privacy Act ("FERPA"), 34 C.F.R. §99 et. seq., and determines that Ellevation has a "legitimate educational interest," for the purpose of carrying out its responsibilities under this Agreement. Ellevation agrees to be bound by the relevant provisions of FERPA, including that it will remain under the "direct control" of Customer with respect to its collection, use and handling of personally identifiable student data. Ellevation will use personally identifiable student data only to fulfill the Services in performance of this Agreement, and as permitted pursuant to Section 6.2 of this Agreement, will only share personally identifiable student data with its third-party vendors as necessary to fulfill the Services in performance of this Agreement.

7.3 **Data Security.** Ellevation deploys commercially reasonable security precautions intended to protect against unauthorized access to Customer data, including Personal Information, stored by Ellevation, including use of firewalls, encryption, authentication technologies and background screenings for all employees. *Personal Information* shall mean an individual's first name and last name or first initial and last name in combination with any one or more of the following data elements that relate to such resident: (a) Social Security number; (b) driver's license number or state-issued identification card number; or (c) financial account number, or credit or debit card number, with or without any required security code, access code, personal identification number or password, that would permit access to a resident's financial account; provided, however, that "Personal Information" shall not include information that is lawfully obtained from publicly available information, or from federal, state or local government records lawfully made available to the general public.

7.4 **Notification of Breach.** Both parties agree to promptly notify the other party of any breach, or attempted breach, of security that such party knows of, or reasonably believes to know of, that may affect Customer Content on the Platform.

7.5 **Legal Requests for Data.** If Ellevation receives a court order or subpoena for Customer Content, Ellevation agrees to provide the Customer with a copy of such court order or subpoena within two (2) business days of its receipt of it and shall notify the Customer of the content of any testimony or information to be provided and provide the Company with copies of all documents to be produced.

8 Representation and Warranties; Disclaimers

8.1 Ellevation Representations and Warranties. Ellevation warrants that:

(a) it has the necessary authority to enter into this Agreement;

(b) it owns or has the right to use all intellectual property required by the Platform, including but not limited to any necessary trademark, copyright or patent rights;

(c) it will provide the Platform and related services in a professional and workmanlike manner and in accordance with the specifications set forth in any Statement of Work issued hereunder;

(d) it will comply with all applicable laws that apply to the Platform, including applicable laws regarding access to government records in the state where Customer is located; and

8.2 Customer Representations and Warranties. Customer hereby represents and warrants that: (a) it has the necessary authority to enter into this Agreement; (b) it has all rights, permissions and consents necessary to submit all Customer Content to the Platform and to grant Ellevation the rights to use Customer Content set forth in Section 6.2; (c) any materials uploaded to the Platform does not contain anything that is defamatory, libelous, infringes upon any third party intellectual property rights, or violates any confidentiality obligations Customer has with a third party; and (d) it will comply with all applicable laws that apply to its performance under this Agreement.

8.3 Disclaimer. Customer acknowledges that, as an internet-delivered software application, the Platform may experience periods of downtime, including but not limited to due to scheduled maintenance, and third-party service outages.

Accordingly, ELLEVATION DOES NOT WARRANT THAT THE PLATFORM WILL BE ERROR-FREE OR OPERATE WITHOUT INTERRUPTIONS OR DOWNTIME. ELLEVATION MAKES NO REPRESENTATIONS OR WARRANTIES, WHETHER EXPRESS OR IMPLIED, WITH RESPECT TO THE PLATFORM, INCLUDING ITS DOCUMENTATION, THE PLATFORM SOFTWARE, OR ANY DATA OR CONTENT MADE AVAILABLE THROUGH THE PLATFORM. ELLEVATION SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AND ACCURACY

9 **Drug Free Workplace.** Ellevation provides a drug-free workplace for its employees, including; (i) posting in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in Ellevation's workplace and disciplinary action may be taken for violations of such prohibition; (ii) stating in all job solicitations or advertisements for employees placed by or on behalf of Ellevation that it maintains a drug-free workplace; and (iii) going forward, it shall include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor. For the purposes of this Section 9, "drug-free workplace" means a site for the performance of work done in connection with this contract where the employees of Instructure are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

10 **Insurance.** Ellevation shall provide professional liability insurance with amounts of no less than \$1,000,000.00 per incident and \$2,000,000.00 per aggregate.

Upon written request, Ellevation shall file with the District a Certificate of Insurance. The Certificate of Insurance shall include the liability coverage limits, dates of coverage, coverage of the Ellevation and its agents, and a clause which names the District as an additional insured for claims arising under this Agreement.

11 Termination.

11.1 Termination. Either party may terminate this Agreement immediately if (i) the other party breaches any material provision and fails to cure its breach within twenty (20) days after receiving the other party's written notice identifying the breach, and/or (ii) for any or no reason, upon sixty (60) days' prior written notice. In addition, Ellevation may suspend Customer's access to the Platform immediately if Customer fails to make a payment for more than thirty (30) calendar days following its due date

11.2 Treatment of Customer Content at Termination. Customer shall have sixty (60) days following the termination or expiration of this Agreement to provide Ellevation with a written request for a one-time, delimited file export of its data from the Platform via SFTP. Regardless of whether Customer timely requests a one-time export within this 60-day period and except as otherwise provided in Section 6.2 above, within sixty (60) days of the termination or expiration of this Agreement, Ellevation will securely destroy any and all of Customer's personally identifiable student data stored in the Platform, including any such data stored in Ellevation's backup systems.

12 Indemnification

12.1 Ellevation will defend, indemnify and hold harmless Customer and its employees and agents from and against any third party claim, demand or action, and all resulting damages, settlement amounts, penalties, costs and expenses, to the extent such claim, demand or action alleges that the Platform, or Customer's use thereof in accordance with this Agreement, infringes or violates any copyright, trademark, U.S. patent, or other proprietary right of any third party;

- provided, that Ellevation will not be obligated under this sentence to the extent any such infringement or violation arises from use of the Platform in combination with technology or services not provided by Ellevation and/or from use of the Platform and/or the Ellevation Network in violation of the terms and conditions set forth in this Agreement.
- 12.2 To the extent permitted by applicable law, Customer will defend, indemnify and hold harmless Ellevation and its corporate affiliates, directors, officers, employees, successors, assigns and agents from and against any third party claim, demand or action, and all resulting damages, settlement amounts, penalties, costs and expenses (including reasonable outside legal costs), that arises out of or relates to Customer Content (except to the extent such claim arises from Ellevation's use of Customer Content in violation of this Agreement), including without limitation claims that Customer Content infringes or violates any intellectual property or proprietary right of a third party, violates any confidentiality obligation owed to a third party, or violates any applicable law or regulation.
- 13 **LIMITATION OF LIABILITY. NEITHER PARTY WILL BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, INDIRECT, OR PUNITIVE DAMAGES IN CONNECTION WITH ANY CLAIM OF ANY NATURE ARISING UNDER THIS AGREEMENT, EVEN IF SUCH PARTY HAS BEEN GIVEN ADVANCE NOTICE OF SUCH POSSIBLE DAMAGES. IN ADDITION, NEITHER PARTY'S TOTAL, AGGREGATE LIABILITY FOR ALL CLAIMS OF ANY NATURE ARISING OUT OF THIS AGREEMENT (EXCLUDING WITHOUT LIMITATION CLAIMS FOR INDEMNIFICATION UNDER SECTION 10) WILL NOT EXCEED THE FEES ACTUALLY PAID TO ELLEVATION UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTHS PRECEDING THE EVENT GIVING RISE TO THE CLAIM.**
- 14 **Notices.** All notices under this Agreement must be in writing and sent via email to notices@ellevationeducation.com and, if to Customer at the email address provided in Customer's Subscription Agreement
- 15 **Entire Agreement.** The Subscription Agreement together with these Terms and Conditions represent the entire agreement between the parties regarding Customer's use of the Platform and related matters addressed in this Agreement, and supersedes any prior oral or written agreements, promises, representations, warranties, or inducements between or by the parties regarding such subject matters
- 16 **Assignment.** Ellevation may not assign this Agreement without Customer's prior written consent, not to be unreasonably withheld; provided, however, that no consent shall be required for the assignment of this Agreement to the acquirer of all or substantially all of Ellevation's assets provided that such successor agrees to be bound by all of the terms and conditions hereof.
- 17 **Force Majeure.** Neither party is liable for delay or default under this Agreement if caused by conditions beyond its reasonable control, whether or not foreseeable (e.g., technology malfunctions, outages of Internet Service; outages in third party hosted services), or any other Force Majeure events. "Force Majeure" events will mean: armed conflicts, famine, floods, Acts of God, labor strikes or shortages, governmental decree or regulation, court order, severe weather, fire, earthquake, acts of terrorism, failure of suppliers, unavailability of communications transport facilities and breakdowns in communications transport facilities; provided however, that this provision does not apply to Customer's obligations to make payments hereunder.
- 18 **Miscellaneous.** This Agreement shall be governed by the laws of the state where Customer is located without regard to the conflict of law provisions of such state; provided that jurisdiction for any dispute that arises hereunder shall be in the state and federal courts of the Commonwealth of Massachusetts. In the event a court of competent jurisdiction finds any provision of this Agreement to be illegal or unenforceable, the parties agree that the court shall modify such provision(s) to make such provision(s) and this Agreement valid and enforceable. The provisions of this Agreement are severable, and any illegal or unenforceable provision, or any modification by any court, shall not affect the remainder of this Agreement, which shall continue at all times to be valid and enforceable. This Agreement can only be modified by a writing signed by both parties. The failure of the parties to insist upon or enforce strict performance of any provision of this Agreement or to exercise any right or remedy thereunder will not be construed as a waiver by such party to assert or rely upon any such provision, right, or remedy in that or any other instance. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement. The exchange of copies of this Agreement and of signature pages by facsimile transmission or electronically by the parties will constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes. Signatures of the parties transmitted by facsimile or electronically will be deemed to be their original signatures for any purpose whatsoever.

ELLEVATION INC.

Oxnard School District, CA

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Ellevation

Customer Statement of Work-4

2020

Oxnard School District

Submitted by:

Ellevation Inc.
PO Box 961870
Boston, MA 02196

The information in this Customer Statement of Work shall not be disclosed outside the OSD. Customer shall have the right to duplicate, use or disclose the information to the extent provided in the Agreement. This restriction does not limit the right of Customer to use information contained in the Customer Statement of Work if it is obtained from another source without restriction.

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Program Information

Oxnard School District (OSD) Information	
Customer Name:	Oxnard School District
Program Name:	Ellevation Education
(OSD) Director ELL Programs	Dr. Marlene Batista
Program Information	
Ellevation Engagement Director:	Sergio Flores
SOW Duration:	12 Months
Anticipated Start Date:	9/1/19
Anticipated End Date:	8/31/20

I. Overview

This Customer Statement of Work (“SOW”) is made pursuant to the Agreement dated September 1, 2019 between Ellevation and Oxnard School District (“Customer”). This Customer Statement of Work #4 including (collectively referred to as the (“Sow-4”) shall describe in detail the scope of the Services for the next period of the Agreement term. The terms and conditions of the Agreement are deemed incorporated herein by this reference. The products and Services to be provided by Ellevation pursuant to this Sow-4 and the Agreement are sometimes referred to herein collectively as the “Program.” The term of this Sow-4 shall commence on the Effective Date and shall terminate on August 31, 2020, or later if mutually agreed by the Parties in writing.

II. Introduction and Purpose

The purpose of this Sow-4 is to outline the scope and completion criteria for the ongoing support of Ellevation. Our processes are based on success, building on a collaborative relationship between our Customer and our Partner Support Organization. Your Ellevation Engagement Director (ED) will continue to provide direction, oversight, communication, and project execution to support both the Ellevation team and your OSD team in moving the project forward.

Your Ellevation Implementation Manager will continue to work closely with the OSD to provide project planning and product specialist consulting. Day-to-day product related questions will be managed by the Ellevation Help Desk. This will ensure that all issues are tracked and can be resolved quickly and efficiently.

Year two (2) will provide the opportunity to reflect on the progress made in year one (1), assess OSD priorities, and set new goals for implementation. The phases for implementation in year 2 may overlap and in some cases may also be cyclical depending upon the scheduled deployment of particular features. Ellevation’s Partner Support Organization (PSO) utilizes a six-phase implementation process with clearly defined steps, deliverables, and timeframes. A detailed overview of the implementation process for year 2 is delineated below:



Please read through this Sow-4 entirely to gain an understanding of the expected scope, Ellevation deliverables, and any Customer responsibilities.

III. Customer Goals

Dr. Batista and members of the OSD team articulated the following goals for the implementation of Ellevation:

1. EL leads will analyze multiple pieces of data and monitor language proficiency growth in order to create groups and provide targeted instruction based on student needs.
2. EL leads will use Ellevation to streamline and conduct reclassification meetings for 100% of students meeting exit criteria. In addition, users will leverage the exit center to monitor progress for all students missing criteria in order to determine validity of exit measures and provide targeted support to ensure timely and appropriate reclassification.
3. Classroom teachers will complete monitoring forms for 100% of RFEP students during the Spring. In addition, EL leads will review flagged forms and follow up with 100% of classroom teachers within four weeks of the form due date, in order to address flagged concerns and identify next steps to ensure RFEP students are appropriately supported.

IV. Scope and Schedule

This Statement of Work (Sow-4) describes the work, deliverables, and services to be provided in program year 2. Services shall be based on the deliverables agreed to between the parties and further described in this document. Precise dates will be reflected in the weekly status report provided by Ellevation and the associated meeting agendas. This Sow-4 references specific service deliverables. These dates are dependent on various factors and may change the delivery schedule if certain conditions arise.

SOW-4 does not include items or issues yet to be identified that may or may not result in changes to scope that have not yet been vetted through the discovery process. Any such items would only be added to Sow-4 via the change control process noted in Appendix C of this document.

Time Period	Focus Area(s)	Deliverable Description	Completion Criteria	Owner(s)	Evidence or Output
May 2019	General	Create SOW for the new contract year.	Ellevation and OSD approve and sign the SOW.	Ellevation and OSD	Signed Statement of Work (Sow-4)
July 2019	General	Create Professional Development Plan to support the rollout of in person/online trainings.	Ellevation, in collaboration with OSD, outlines the rollout, delivery, and scope of training.	Ellevation and OSD	Completed and signed Training Plan.
Aug./ Sept. 2019	Ellevation Collaborate Training	Deliver in person training for key platform users across sites on Collaborate. Provide	OSD platform users will participate in Collaborate training. Training will provide users with resources to	Ellevation and OSD	Collaborate training has been delivered and participants

38 Chauncy St, 9th Floor | Boston, MA 02111 | Tel: 617.307.5755 | Fax: 617.812.5686 | www.ellevationeducation.com

		users with resources to support classroom teachers to use Collaborate for monitoring.	support classroom teachers across sites to use Collaborate in order to meet OSD goals.		support classroom teachers to use Collaborate.
Sept. 2019	Monitoring	Confirm all monitoring settings, due dates and configurations.	OSD reviews numbers of students who should appear in the Bird's Eye and confirms they are present.	Ellevation and OSD	All RFEP (monitored) students are appearing in the Monitoring Bird's Eye.
Sept. 2019	Monitoring	Assign monitoring forms to all OSD RFEP students.	All RFEP forms will be automatically assigned and teachers will receive notification e-mails.	Ellevation and OSD	All appropriate forms are assigned and teachers have received assignment e-mails.
Sept. 2019	Monitoring	Monitor the completion of RFEP forms.	All assigned forms are submitted and digital reminders are sent as need be.	OSD	Monitoring Bird's Eye Displays that all assigned forms have moved into the "submitted" bucket.
Sept. 2019	New School Year	Ensure that all new students have an updated status based on assessments.	As students are screened, their EL status is assigned in the SIS and loaded into Ellevation.	Ellevation and OSD	All new students are present in Ellevation and their statuses are updated on an ongoing basis.
Sept.. 2019	Reclassification	Student data (ELPAC) is uploaded and then reviewed using Ellevation's Exit Center and Student List.	All ELPAC data files utilized for reclassification purposes have been uploaded and their assessment data has been analyzed.	Ellevation and OSD	A master set of student's being considered for reclassification is created.
Sept. 2019	Reclassification	Teachers' input on the reclassification process will be gathered.	Teachers will be assigned monitoring forms to provide input on students' academic performance and eligibility for reclassification.	Ellevation and OSD	All eligible ELs have been reviewed by teachers and input has been captured.
Sept. 2019	Reclassification	EL team will conduct reclassification meetings.	EL team review all students eligible for reclassification and the forms completed by teachers making reclassification decisions.	Ellevation and OSD	A list of students who will be reclassified is generated.
Oct. 2019	Reclassification	Students' status changed.	All students who have been qualified for reclassification will have their statuses changed from EL to RFEP in SIS.	Ellevation and OSD	Recently reclassified students will show with their updated status in Ellevation.

Oct. 2019	Compliance	Perform Census Day Counts.	OSD reviews student counts by designation and primary language. This date occurs on the first Wednesday of October.	Ellevation and OSD	Partner submits Census Day counts for Fall 1 CALPADS submissions.
Feb 2020	ELP Assessment Data	ELPAC administered.	OSD assesses all current, active ELs on ELPAC.	OSD	Scores are available and loaded into Ellevation for all EL students.
March 2020	Monitoring	Confirm all monitoring settings, due dates and configurations.	OSD reviews numbers of students who should appear in the Bird's Eye and confirms they are present.	Ellevation and OSD	All RFEP (monitored) students appear in the Monitoring Bird's Eye.
March 2020	Monitoring	Assign monitoring forms to all OSD RFEP students.	All RFEP forms will be automatically assigned and teachers will receive notification e-mails.	Ellevation and OSD	All appropriate forms are assigned and teachers have received assignment e-mails.
March 2020	Monitoring	Monitor the completion of RFEP forms.	All assigned forms are submitted and digital reminders are sent as need be.	OSD	Monitoring Bird's Eye Displays that all assigned forms have moved into the "submitted" bucket.
April 2020	Student Data	SBAC Administered.	OSD administers the SBAC Math and ELA assessments to all eligible students.	OSD	All EL students take the SBAC with appropriate supports
May 2020	Student Data	Determine a plan for how student data will be managed over the summer.	Ellevation and OSD determine the best process for managing student data over the summer.	Ellevation and OSD	Plan is executed by OSD staff.
June 2020	Training	Training plan is developed for the 2018-2019 school year.	OSD and Ellevation determine the timeline and scope of trainings to be administered throughout the 2018-19 school year.	Ellevation and OSD	Training dates are secured for the 2018-2019 school year.
June 2020	General	Create a SOW for the new contract year.	OSD approves and signs the SOW.	Ellevation and OSD	Signed Statement of Work (SOW-3).
June 2020	ELP Testing	All annual ELPAC scores are received and loaded.	Ellevation receives 2017 ELPAC scores and loads the files.	Ellevation and OSD	ELPAC scores are available throughout Ellevation for use.
July 2020	Database Maintenance	Add/deactivate platform users and teachers.	Ellevation and OSD confirm that the necessary personnel have access to the database.	Ellevation and OSD	Users are updated in database.

July 2020	New School Year	Update the Program year in Ellevation.	Ellevation communicates process for updating the Program Year in the database. OSD updates Program year.	Ellevation and OSD	Program year is updated in database, goal year default is updated, testing year default and programs coming from the SIS data file are displayed in Ellevation as the current school year.
July 2020	Database Maintenance	Load SBAC scores and all EOY assessment data from the 2018-2019 school year.	OSD data team sends all data files to be uploaded. Ellevation data team loads the files and standardized test scores are available in Ellevation.	Ellevation and OSD	Standardized and formative test scores are available throughout the Ellevation database.

Appendix A: General Assumptions

1. An Ellevation Implementation Manager, Engagement Director, and Training Manager will be assigned based on confirmed start date and will be available for completion of implementation items as outlined in this Customer Statement of Work.
2. Implementation services will be delivered remotely as a standard. In the event that the Customer requests additional onsite meetings or if travel is necessary for any reason, travel costs may be billed to the Customer at actual amounts. [?]
3. Customer will comply with all data format specifications required to load data into Ellevation. [?]
4. Customer will provide data and information requested by Ellevation in a timely and efficient manner. [?]
5. The Ellevation ED and IM will provide the appropriate procedures, guidelines, standards, reference materials, and system/application documentation to the Customer. [?]
6. The Ellevation ED and IM will facilitate access to the appropriate Ellevation personnel necessary to complete the implementation of Ellevation. [?]
7. Customer training should be requested at least four (4) weeks in advance of the desired training date if at all possible.
8. Upon receipt of Customer training request, Ellevation will confirm training dates within five (5) business days or suggest alternate dates.
9. Upon confirmation of training dates, Customer will provide a list of all expected training participants no later than one week prior to the scheduled training date. The list of participants should include first name, last name, role, school/<INSERT DISTRICT INITIALS HERE>, and email address.
10. All Customer data must be loaded and QA'd at least two (2) weeks in advance of Customer training. If data has not been QA'd and validated, Ellevation reserves the right to postpone training. This reflects the importance of training educators using actual and accurate student

data.

11. Training that is rescheduled at the Customer's request within three (3) weeks of a confirmed training date may result in additional travel costs, and travel costs may be billed to the Customer.
12. Any changes to the scope or timelines of the project must first be reviewed and approved by the Ellevation IM and the Customer Implementation Project Lead prior to changes being made to the project plan. ☒

Appendix B: Deliverables Acceptance and Billing Procedure

This Customer Statement of Work outlines Ellevation deliverables for each phase of the implementation project in the Ellevation Objectives and Completion Criteria sections. Each deliverable will be reviewed and accepted in accordance with the following procedure.

Deliverables Acceptance:

System support and troubleshooting does not apply to these acceptance criteria and will follow standard Ellevation technical support channels.

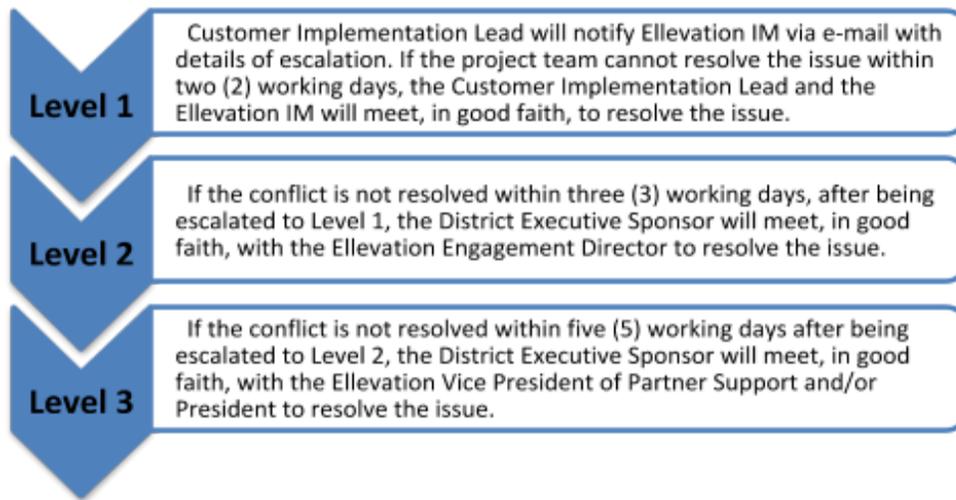
- Deliverable will be submitted or delivered to the Customer Implementation Project Lead or designated Customer implementation team member. It is the Customer Implementation Project Lead's responsibility to review and accept deliverable as complete. ☒
- Within four (4) business days of completion of each implementation project phase, the Customer Implementation Project Lead will either accept the deliverables or provide the Ellevation IM a written list of objections, if any. If no response from the Customer Implementation Project Lead is received within four (4) business days, then the deliverables will be deemed accepted, unless the Customer requests in writing an extension. ☒
- The Ellevation IM will consider the Customer's objections within the context of Ellevation's obligations within this Customer Statement of Work. Revisions agreed to by Ellevation will be applied, at which time the deliverables will be reviewed within four (4) business days and the Customer Implementation Project Lead either will accept the deliverables or provide the Ellevation IM a written list of objections, if any. If no response is received within four (4) business days, then the deliverables will be deemed accepted, unless the Customer requests an extension. ☒
- The process as described in this section shall be repeated as objections are being resolved until reaching a mutually satisfactory conclusion.
- The Customer's objections that are not agreed to by Ellevation will be managed in accordance with the Project Change Control procedures outlined in Appendix C.
- If resolution is required to a conflict arising from Customer's objection to a deliverable, the Customer and Ellevation will follow the Escalation Procedure described in Appendix C. ☒

Billing Procedure: ☒

- All services are invoiced prior to project as outlined in this Customer Statement of Work (SOW). All invoices shall be paid within thirty (30) days of the date of the invoice (unless otherwise prescribed by local law).

Appendix C: Customer Escalation Procedure:

The following procedure will be followed if resolution is required to a conflict arising during the performance of this Customer Statement of Work. When a conflict arises between the Customer and Ellevation, the Program team member(s) will first strive to work out the problem internally. If a resolution cannot be reached, then the issue should be escalated according to the following



During any conflict resolution, Ellevation agrees to continue to provide Services relating to items not in dispute, to the extent practicable pending resolution of the conflict. The Customer agrees to continue to pay invoices per the Agreement for items not in dispute.

Appendix E: Signature Page

The Customer listed below understands and agrees to services as described in this Ellevation Implementation SOW-4:

Ellevation Implementation SOW-4	
■ ■	
Customer: Oxnard School District	
Name: <u>Lisa A. Franz</u>	Title: <u>Director, Purchasing</u>
Signature: _____ (Authorized Signature)	Date: _____
Company: Ellevation Inc.	
Name: _____	Title: _____
Signature: _____ (Authorized Signature)	Date: _____
■ ■	

Please return this signed document to your designated Ellevation Engagement Director.

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna **Date of Meeting:** June 24, 2020

Agenda Section: Section C: Support Services Agreement

Approval of Agreement/MOU #20-28, Ventura Unified School District (DeGenna)

This Agreement/MOU explains and confirms the agreement between the Ventura Unified School District as the Local Education Agency for the Ventura County Indian Education Consortium, and the Oxnard School District.

The federal guidelines for identification of student funding for Indian Education have changed, and therefore, the number of students who can be served in the program has also changed. Oxnard School District has 17 students for whom federal funds will be received by the Ventura County Indian Education Consortium for the 2020-21 school year. In order to continue to provide the services as outlined in the Agreement/MOU, Oxnard School District is required to match the amount of federal funds provided.

FISCAL IMPACT:

\$4,310.69 (matching funds) - Title I

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement/MOU #20-28 with the Ventura Unified School District.

ADDITIONAL MATERIALS:

Attached: [Agreement-MOU #20-28, Ventura Unified School District \(3 Pages\)](#)
[Indian Education Service Plan SY 20/21 \(2 Pages\)](#)

OSD AGREEMENT #20-28

MEMORANDUM OF UNDERSTANDING **Ventura County Indian Education Consortium**

This Memorandum of Understanding (MOU) explains and confirms the agreements between the Ventura Unified School District as the Local Education Agency for the Ventura County Indian Education Consortium (Provider) and the Oxnard School District (Partner School).

Memorandum of Understanding Purpose:

The purpose of this MOU is to create and confirm an effective working relationship between the Partner District, Oxnard School District, and the Ventura Unified School District (VUSD). This MOU also provides the means by which VUSD and the Partner District will maintain a collaborative relationship to ensure inter-agency services to Partner District students and families.

Memorandum of Understanding Timeline:

This MOU is effective July 1, 2020 and will extend through June 30, 2021.

Memorandum of Understanding and Description of Services:

Partner District agrees to the following:

1. Serve as a consortium partner to raise awareness regarding Indian Education.
2. Assist in the recruitment of eligible Indian Education students through existing district means of communication.
3. Confirm student enrollment for annual Title VI grant submission of student count.
4. Identify district and site contact personnel to facilitate communication with the VC Indian Education Consortium as required.
5. Provide classroom space or other school facilities to accommodate Indian Education lessons.
6. Be responsible for safeguarding participant information in compliance with Title 42 Code of Federal Regulations, Part 2.
7. Inform VUSD of changes in schedule and student participation.
8. Work with the VUSD staff as needed.

VUSD (Provider) agrees to the following:

1. Serve as Local Education Agency for VC Indian Education Consortium.
2. Hire all employees to provide Indian Education services.
3. Provide basic services to eligible Indian Education students including:
 - a) Indian Education Parent Advisory Committee
 - b) Indian Education enrollment and verification support
 - c) Indian Education Annual Honoring Ceremony and Evening Events
 - d) Indian Education teaching resources/lending library
 - e) Indian Education teacher workshops to introduce teaching resources and annual curriculum theme. The theme for 2020 – 21 is “Alaska Natives and Indians of the Pacific Northwest Coast”.

6/8/2020

4. Provide services at Partner District schools through the district-supported format to include:
 - a) Individual/small group lessons to support cultural identity and awareness for eligible Native American students (as in the past); or
 - b) Classroom presentations on Native American themes (to include classmates of identified students).
5. Ensure that VUSD employees have received adequate training in the services being provided, and appropriate licenses/certificates are in current standing.
6. Ensure that VUSD employees have completed an appropriate background check, including fingerprinting/live scan as described below.

Both the Partner District and VUSD representatives of the VC Indian Education Consortium will agree on all elements of any program prior to implementation. Any potential funding issues that are not cost neutral are required to be approved by the VUSD District Office Administration prior to program implementation.

Payment of Funds to VUSD for VC Indian Education Consortium Services:

The Partner District, Oxnard School District, agrees to contribute \$4,310.69 to VUSD for Indian Education services provided during the 2020-21 school year. Payment to VUSD will occur by September 30 upon receipt of an invoice from VUSD.

Indemnification:

The Partner District shall save, defend, hold harmless and indemnify VUSD (its employees, volunteers, officers, directors and agents), from and against any and all losses, damages, liabilities, claims, and costs of whatsoever kind and nature for injury to or death of any person and for loss or damage to any property arising from all acts or omissions to act of the Partner District or its board members, officers, employees, volunteers or agents occurring in connection with or in any way incident to or arising out of this Agreement except for liability resulting from the active negligence, sole negligence or willful misconduct of VUSD.

VUSD shall save, defend, hold harmless and indemnify the Partner District (District, board members, employees, volunteers and agents), from and against any and all losses, damages, liabilities, claims, and costs of whatsoever kind and nature for injury to or death of any person and for loss or damage to any property arising from all acts or omissions to act of Provider or its employees, volunteers, officers, directors or agents occurring in connection with or in any way incident to or arising out of this Agreement except for liability resulting from the active negligence, sole negligence or willful misconduct of the Partner District.

Cancellation:

6/8/2020

This MOU may be cancelled by either party upon 30 days written notice.

Signatures:

Partner District: Oxnard School District

Authorized District Representative: Lisa A. Franz

Signature: _____

Title: _____

Date: _____

PROVIDER: Ventura Unified School District

Authorized Representative: _____

Signature: _____

Title: _____

Date: _____

6/8/2020



Ventura County Indian Education Consortium

Ventura Unified School District (LEA)
Trudy Tuttle Arriaga Education Service Center
255 W. Stanley Ave., Suite 100
Ventura, California 93001

<http://tiny.cc/vcindianed>

(805) 641-5000 Ext. 1192 (Office & Records)

Fax: (805) 653-7862

Robin Jacobs (TOSA), Coordinator

E-mail: Robin.Jacobs@venturausd.org

(805) 641-5000 Ext. 1193

CONEJO VALLEY UNIFIED SCHOOL DISTRICT
FILLMORE UNIFIED SCHOOL DISTRICT
HUENEME SCHOOL DISTRICT
MOORPARK UNIFIED SCHOOL DISTRICT
OJAI UNIFIED SCHOOL DISTRICT
OXNARD SCHOOL DISTRICT
OXNARD UNION HIGH SCHOOL DISTRICT
RIO SCHOOL DISTRICT
SIMI VALLEY UNIFIED SCHOOL DISTRICT
VENTURA CHARTER SCHOOL
VENTURA UNIFIED SCHOOL DISTRICT
VISTA REAL CHARTER HIGH SCHOOL

Presidential Award Winning Program

Title VI Federal Project – Serving Public School Districts in Ventura County Since 1974

Ventura County Indian Education Consortium: Service Plan for 2020 – 2021

With your school district’s continued partnership we can maintain our efforts to preserve the heritage of Native American students in Ventura County and the cultural history of our region. Each district is asked to consider the following formats:

- A district-supported format is possible with additional district contributions for each district’s share of identified Native American students. Next year’s federal grant funding has increased to \$253.57 per student (see table below). Funds will be used to maintain experienced hourly teachers and counselors, as in prior years. Service options include Indian Education through:
 - ✓ Individual/small group lessons to support cultural identity and awareness for eligible Native American students; or
 - ✓ Classroom presentations on Native American themes, and
 - ✓ On-site teacher workshops on Native American themes (open to all teachers).
- The basic format relies solely on federal funds (\$77,340) to provide a limited Indian Education program, which meets minimum federal requirements and does not provide school site visits. Services will include:
 - ✓ Indian Education Parent Advisory Committee
 - ✓ Indian Education enrollment and verification support
 - ✓ Indian Education Annual Honoring Ceremony and Evening Events
 - ✓ Indian Education teaching resources/lending library
 - ✓ Indian Education teacher workshops to introduce teaching resources and annual curriculum theme. The theme for 2020 – 2021 is “Alaska Natives and Indians of the Pacific Northwest Coast”.
 - ✓ The Ventura Unified School District will continue to serve as the Local Education Agency

School District	NEXT YEAR'S DATA			THIS YEAR'S DATA			DIFFERENCE
	Indian Education 2020 Student Count	Federal funding SY20-21 per student \$253.57	Proposed District Matching SY20-21	Indian Education 2019 Student Count	Federal funding SY19-20 per student \$248.77	Proposed District Matching SY19-20	
Conejo VUSD	42	\$10,649.94	\$10,649.94	40	\$9,950.80	\$9,950.80	\$699.14
Fillmore USD	5	\$1,267.85	\$1,267.85	5	\$1,243.85	\$1,243.85	\$24.00
Hueneme SD	6	\$1,521.42	\$1,521.42	3	\$746.31	\$746.31	\$775.11
Moorpark USD	19	\$4,817.83	\$4,817.83	15	\$3,731.55	\$3,731.55	\$1,086.28
Ojai USD	6	\$1,521.42	\$1,521.42	8	\$1,990.16	\$1,990.16	-\$468.74
Oxnard SD	17	\$4,310.69	\$4,310.69	19	\$4,726.63	\$4,726.63	-\$415.94
Oxnard UHSD	21	\$5,324.97	\$5,324.97	26	\$6,468.02	\$6,468.02	-\$1,143.05
Rio SD	9	\$2,282.13	\$2,282.13	12	\$2,985.24	\$2,985.24	-\$703.11
Simi Valley USD	43	\$10,903.51	\$10,903.51	50	\$12,438.50	\$0.00	\$0.00
Ventura Charter	2	\$507.14	\$507.14	0	\$0.00	\$0.00	\$9.60
Ventura USD	128	\$32,456.96	\$32,456.96	129	\$32,091.33	\$32,091.33	\$365.63
Vista Real Charter	7	\$1,774.99	\$1,774.99	0	\$0.00	\$0.00	\$1,774.99
Other Publicly Funded Schools	0	\$0.00	\$0.00	7	\$1,741.39	\$0.00	\$0.00
TOTAL	305	\$77,338.85	\$77,338.85	314	\$78,113.78	\$63,933.89	\$2,003.91

Appropriate funding sources may include LCFF and general funds.

Consortium superintendents are asked to respond to this request by Monday, June 1 by sending an e-mail to Robin Jacobs at Robin.Jacobs@venturausd.org confirming commitment of funds. This will permit final planning for the 2020-21 school year. Rosters of identified Indian Education students for each district can be provided upon request.

With your district's funding support, Indian Education teachers and counselors will be able to continue to provide school visits to identified Indian Education students. Developed over 45 years, our program provides hands-on reading lessons and activities enhanced with the use of realia, primary source materials, cultural history, technology and current event topics for the Native American community. We hope to share these resources with students in your district to increase their cultural proficiency and erase misconceptions about Native American people. This is an opportunity to support a historical program and to inspire a new generation of Native American future leaders. Thank you for your partnership and support.

Sincerely,



Robin Jacobs, Coordinator

OSD BOARD AGENDA ITEM

Name of Contributor: Betsy George

Date of Meeting: June 24, 2020

Agenda Section: Section C: Consent Agenda

Request for Approval of Renewal Agreement #20-29 with Zixta Enterprises, Inc., DBA Vallarta Supermarkets (George)

Since December 2009, Oxnard School District has contracted with Zixta Enterprises, Inc. for Vallarta Supermarket's use of the Educational Service Center (ESC) front parking lot.

Renewal Agreement #20-29 for the 2020-21 fiscal year is presented herewith for the Board's consideration. The proposed agreement provides for thirty-one (31) regular and three (3) handicapped-accessible parking spaces designated for the District's exclusive use during its hours of operation (M-F 7:00 am-5:00 pm), and all day on dates the District holds Board meetings or other special events. There is an increase of \$569.55 from last year's fee, based on the Consumer Price Index (CPI).

FISCAL IMPACT:

Under the terms of Agreement #20-29, Vallarta agrees to pay the District a yearly fee of \$25,332.75 for their use of the ESC front parking lot for the period of July 1, 2020 through June 30, 2021.

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, that the Board of Trustees approve Renewal Agreement #20-29 with Zixta Enterprises, Inc., DBA Vallarta Supermarkets, as outlined above.

ADDITIONAL MATERIALS:

Attached: [Agreement #20-29 \(6 pages\)](#)

OSD # 20-29
LICENSE AGREEMENT

The Oxnard School District ("District") and Zixta Enterprises, Inc., doing business as Vallarta Supermarkets ("Vallarta"), hereby enter into this license agreement under the following terms and conditions (the "Agreement"):

1. The District grants to Vallarta a license for the non-exclusive use by Vallarta's customers, employees and any and all other persons conducting business with Vallarta for overflow parking purposes (the "Permitted Use"), of the District's front parking lot at the District's administrative offices on 1051 South A Street in Oxnard, California (located at the corner of South "A" Street and West Wooley Road, as depicted on Exhibit A, attached hereto and incorporated herein by this reference, the "Lot"). This license, which confers no easement or other legal interest in the Lot or in any other District property upon Vallarta, is subject to the following conditions:

- a. The Permitted Use of the Lot is limited to the hours of operation of the Vallarta Supermarket at 1050 South A Street, Oxnard, California ("Vallarta #21"), being Monday through Sunday from 7am to 11pm (the "Operating Hours"), plus the 15 minutes preceding and following the Operating Hours.
- b. Vallarta shall remove any trash, shopping carts, other materials or debris resulting from the Permitted Use of the Lot at least once per hour during Operating Hours.
- c. The Permitted Use of the Lot is for overflow parking only and the parking lot located at Vallarta #21 must be used first when space is available in said parking lot.
- d. Vallarta shall advise its customers that they may not park in spaces designated by the District as reserved or for use by specified persons. The District retains discretion to designate 31 regular parking spaces and 3 handicapped-accessible parking spaces. The District agrees to reasonably notify Vallarta of such designations or changes thereto. In May of 2011, the parties inspected the parking lot together and agree that the designated spaces are as shown on **Exhibit A** hereto and as follows:
 - i. All the parking spaces located between the two entrances to the parking lot from "A" street will be reserved for District use only during District hours of operation (M-F 7:00am-5:00pm) and all day on dates when the Board of Trustees holds meetings or other special events require it. A copy of the current schedule of the board meetings has been provided to Vallarta and will be updated and supplemented by the District as needed to accommodate special board meetings or other District activities.
 - ii. A swing arm gate was installed by the District during the Summer of 2011 to clearly separate the designated spaces, which are reserved for District use only during District hours of operation, from the rest of the parking lot. The location

of the swing arm gate will prevent traffic entering through the South ramp from turning into the area where the designated spaces are located, which area is highlighted on the attached Exhibit A. Since traffic entering on the North ramp will be directed South, the parties agree that no fence or gate will be installed, but signs will be posted. Vallarta's security personnel shall be responsible for monitoring the District's designated parking spaces to ensure that said spaces remain available for use by those doing business with the District, and not used by those doing business with Vallarta.

2. The term of the Agreement shall be from July 1, 2020 to and including June 30, 2021 (the "Term"); provided that the Agreement may be terminated earlier as set forth below.

3. Both parties agree to adjust the License Fee annually based on the Consumer Price Index (CPI), which for the current period is 2.3%. In consideration for the License herein granted, Vallarta shall pay the District the amount of \$25,332.75 (the "License Fee") during the Term hereof. The License Fee shall be payable in four (4) quarterly installments of \$6,333.19 each, due on July 1, 2020, October 1, 2020, January 1, 2021, and April 1, 2021. Vallarta shall also do the following:

- a. Procure and maintain insurance for bodily injury and property damage (including for damage to vehicles and for vandalism), with an insurer rated no lower than A- in A.M. Best's Financial Strength Ratings, or otherwise satisfactory to the Superintendent or Risk Manager of the District (as evidenced via a written certificate), of at least \$10 million per occurrence and \$10 million aggregate. The insurance policy shall include an endorsement listing the District, the members of its Board of Education, and the officers and employees of the District as additional primary insureds and shall state that the District and its Board members, officers, and employees shall not be responsible for paying any premiums on the policy or paying any deductibles or contribution as a condition of coverage.
- b. The policy and endorsement shall also provide for a minimum of 30 calendar days' notice to the District prior to cancellation of the policy. Vallarta shall bear the expense of procuring the coverage and endorsement.
- c. Upon commencement of the Term hereof, Vallarta shall provide a Certificate of Insurance to the District demonstrating compliance with this Paragraph.
- d. At any time during the Term the District may notify Vallarta that it must provide a then current Certificate of Insurance demonstrating compliance with this Paragraph. Vallarta shall provide a certificate within five (5) working days of receiving such notice.

4. Vallarta shall hold harmless, defend, and indemnify the District and the District's Board members, officers, and employees from and against any liability, claims, damages, or legal action, and any fees, expenses, or costs arising therefrom, from the negligent or

intentional misconduct in and on the Lot by Vallarta's officers, employees, customers or any and all persons conducting business with Vallarta. The District shall notify Vallarta of any claims or legal action covered by this Paragraph within 20 business days of receiving the same, but the District's failure to timely notify Vallarta shall not relieve Vallarta of its obligations under this Paragraph unless the District's delay actually makes it impossible for Vallarta to meet such obligations.

5. If the District believes that Vallarta is failing to meet its obligations under this Agreement, the District shall notify Vallarta in writing of the events and/or conditions that it believes constitutes such failure. Vallarta shall immediately correct the deficiencies identified by the District. If Vallarta fails to immediately correct these deficiencies, the District may declare Vallarta in default and immediately terminate this Agreement. However, termination of the Agreement pursuant to this Paragraph shall not relieve Vallarta from completing its obligations under Paragraph 4 of this Agreement.

6. This Agreement, being in nature a license, may be terminated by either party at any time, without cause, upon forty-five (45) days notice to the other party; provided, however, that Vallarta's obligations under Paragraph 4, above, shall survive the termination of this Agreement.

7. This Agreement may only be amended in a written instrument signed by authorized representatives of the District and Vallarta that has been approved by the District's Governing Board.

8. Vallarta may not assign its rights or obligations under this Agreement without the prior written approval of the District.

9. Vallarta, by executing and delivering this Agreement, represents and acknowledges that it has read and understood this Agreement in its entirety and that it is willing and able to comply with its obligations hereunder. Vallarta further acknowledges and agrees that the District is a public entity and, as such, is subject to very specific requirements and limitations and that this Agreement and the obligations of the District hereunder are subject to all applicable federal, state and local rules.

10. In connection with this Agreement, the District has determined that the use contemplated herein will not interfere with any District educational activity or otherwise jeopardize the education or safety of District students. The District has also determined that the licensed use will not unduly disrupt the residents of the surrounding neighborhood and may actually benefit the neighborhood by lessening the use of sidewalks or other areas by Vallarta customers.

11. This Agreement shall be interpreted in accordance with the laws of the State of California and, where applicable, with the Codes and/or Ordinances of the City of Oxnard.

12. This Agreement shall be considered to have been entered into and performed within the City of Oxnard, State of California

13. Any action brought to interpret or enforce any term of this Agreement, shall be brought in a state or federal court situated within the County of Ventura. In the event of any such litigation between the parties, the prevailing party shall be entitled to recover all reasonable costs incurred, including reasonable attorney's fees, as determined by the court.

14. All notices under this Agreement shall be made in writing and shall be delivered by being (i) personally served upon the other party, (ii) mailed via U.S. mail, or (iii) delivered via overnight delivery service. A notice delivered by personal service is deemed received on the date upon which it is delivered. A notice delivered via U.S. mail is deemed received five calendar days after it has been deposited in a mailbox or with a U.S. Post Office. A notice delivered via overnight delivery service is deemed received on the day after the date upon which it is given to the overnight delivery service. Notices shall be addressed to the following persons:

To the District:

Superintendent
1051 South A Street
Oxnard, California 93030

To Vallarta:

Mr. Adolfo Molina
Vice President of Finance
10147 No. San Fernando Road
Pacoima, California 91331

[THE REMAINDER OF THE PAGE IS INTENTIONALLY LEFT BLANK. THE SIGNATURE PAGE FOLLOWS]

15. This Agreement may be executed in several counterparts each of which shall be regarded as an original and all of which shall constitute but one and the same document.

WHEREFORE, THE PARTIES TO THIS AGREEMENT HAVE SET THEIR HAND:

Oxnard School District

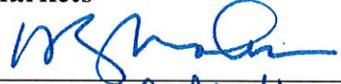
**Zixta Enterprises, Inc., dba Vallarta
Supermarkets**

By: _____

Name: Betsy George

Title: Assistant Superintendent

Date: _____

By:  _____

Name: Adolfo Molina

Title: VP of finance

Date: 6/9/20

EDUCATIONAL SERVICE CENTER
FRONT PARKING AREA

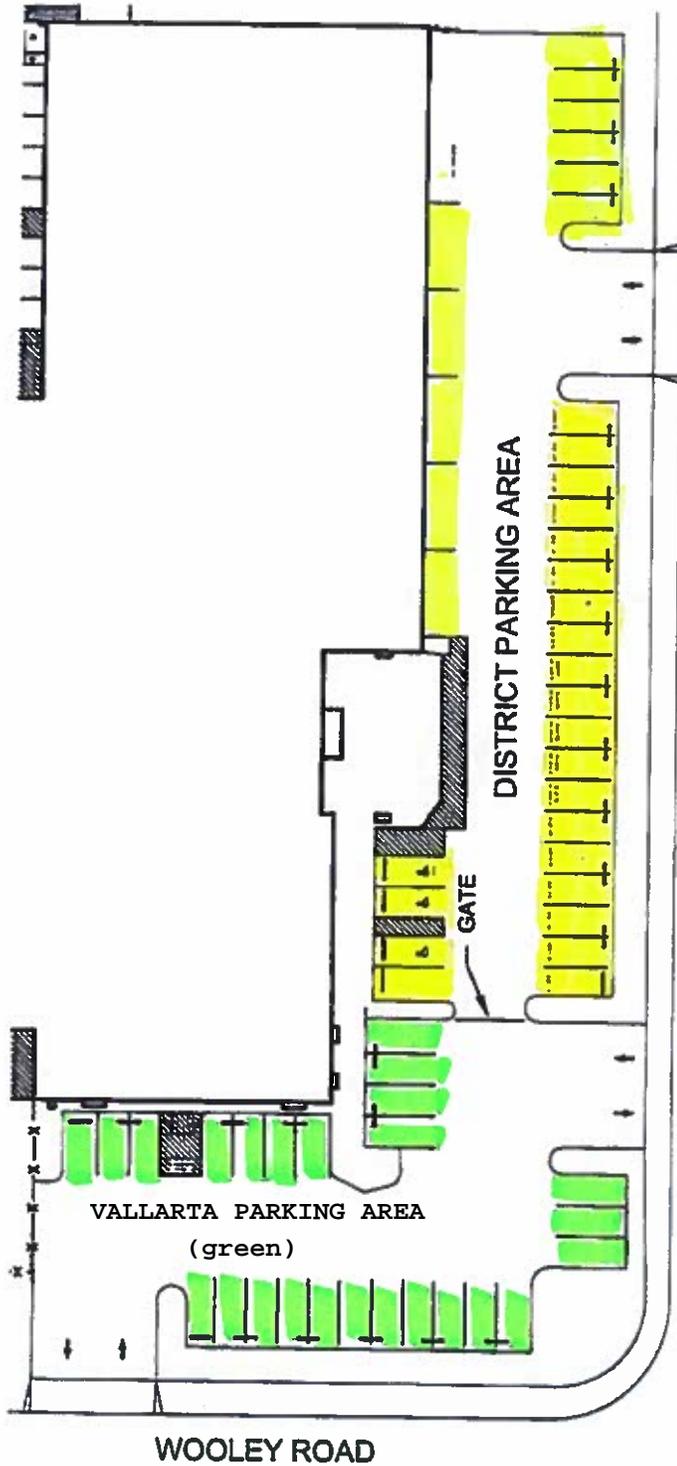


Exhibit A

OSD BOARD AGENDA ITEM

Name of Contributor: Betsy George

Date of Meeting: June 24, 2020

Agenda Section: Section C: Facilities Agreement

Award of Informal Bid #19-INF-05 and Approval of Agreement #20-30 for Wall Anchor Project – Marina West (George/Miller)

Informal bids were solicited for Bid #19-INF-05, Wall Anchor Project – Marina West, pursuant to Public Contract Code 20110. One bid was received and opened at 11:00 a.m., Thursday, June 4, 2020.

It is requested that the Board of Trustees award Bid #19-INF-05, Wall Anchor Project – Marina West, and enter into Agreement #20-30 with Urbane Builders Inc. as the lowest, responsive, responsible bidder, in the amount of \$109,000.00.

FISCAL IMPACT:

\$109,000.00 – Deferred Maintenance Funds

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Facilities, that the Board of Trustees award Bid #19-INF-05, Wall Anchor Project – Marina West, and enter into Agreement #20-30 with Urbane Builders Inc., in the amount of \$109,000.00.

ADDITIONAL MATERIALS:

Attached: [Bid Summary \(1 Page\)](#)
[Agreement #20-30, Urbane Builders Inc. \(2 Pages\)](#)

OXNARD SCHOOL DISTRICT

School/Dept: Marina West
Project Description: Wall Anchor Project
OSD BID NO. 19-INF-05
Date: Thursday, June 4, 2020



BIDDERS	BID AMOUNT
Urbane Builders Inc.	# 109,000

SECTION 00310

AGREEMENT #20-30

THIS AGREEMENT is made this 24th day of June, 2020, 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 Urbane Builders Inc., hereinafter called the “Contractor”, with a principal place of business located at 8619 Reseda Blvd., Suite 304B, Northridge, CA 91324.

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 #19-INF-05
Wall Anchor Project – Marina West

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. Final completion of the work shall be achieved within **Thirty-two (32) Calendar Days** beginning **July 13, 2020** and ending **August 14, 2020**. Failure to achieve Final Completion within the Contract Time will result in the assessment of Liquidated Damages.

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 Nine Thousand Dollars and No Cents (\$109,000.00)**. The Contract Price is based upon the Contractor’s Base Bid Proposal only. The District’s payment of the Contract Price shall be in accordance with the Contract Documents.

1.04 Liquidated Damages. In the event of the failure or refusal of the Contractor to achieve Completion of the Work of the Contract Documents within the Contract Time, as adjusted, or completion of the Interim Milestones as provided in the Contract Special

Conditions, the Contractor shall be subject to assessment of Liquidated Damages in accordance with the Contract Documents.

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

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

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

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

DISTRICT

CONTRACTOR

OXNARD SCHOOL DISTRICT,
a California School District

(Contractor's License Number)

By: _____
Betsy George, Assistant Superintendent,
Business & Fiscal Services

By: _____

Name: _____

Title: _____

(Corporate Seal)

END OF SECTION

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna **Date of Meeting:** June 24, 2020

Agenda Section: Section C: Support Services Agreement

Approval of Agreement #20-31 - American Language Services (DeGenna/Batista)

American Language Services will provide Translation/Interpreting services for parents who speak a language other than English, Spanish, or Mixteco, for parent conferences and meetings during the period of July 1, 2020 through June 30, 2021.

FISCAL IMPACT:

\$14,000.00 - Title 1

RECOMMENDATION:

It is the recommendation of the Director, English Learner Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #20-31 with American Language Services.

ADDITIONAL MATERIALS:

Attached: [Agreement #20-31, American Language Services \(12 Pages\)](#)



**AMERICAN LANGUAGE SERVICES HAS BEEN SERVING THE
SOUTHERN CALIFORNIA EDUCATIONAL COMMUNITY SINCE 1985**

ISO Certified – 9001 & 13485

ABOUT AMERICAN LANGUAGE SERVICES

Founded in 1985, Southern California based American Language Services ® (AML-Global) evolved from an intimate language school into the leading interpreting and translating agency it is today. AML-Global provides a full range of international multi-language communication services and offers its unique services worldwide. Our language professionals are available 24 hours/ 7 days a week.

American Language Services is a worldwide leader in the translation and interpreting industry. By paying meticulous attention to details, AML-Global has earned an outstanding reputation for providing both written and verbal language services that are timely and cost effective. AML-Global translators, interpreters, transcriptionists and multimedia specialists are fluent in virtually every written and spoken language around the globe. Over many years, AML-Global has accumulated and developed some of the most impressive linguistic talent in the world. Our language experts are located in hundreds of countries across every continent, covering every time zone. These highly skilled professionals are recruited, screened and tested to ensure the quality of our work is at the highest level.

AML-Global understands the needs of the educational community in Southern California. Whether translating text, or transcribing audio and video files, we have skilled and experienced teams who work with the latest in technology, including CAT tools, a multitude of software, advanced hardware, web-interfacing, and desktop publishing programs. We have a secured, backed up network with encryption technology for the transferring and maintenance of files. This offers the highest level of security to ensure complete confidentiality and safekeeping of all data.

AML-Global offers our teams of highly skilled interpreters, technicians, project managers for any type of interpreting assignment. We also offer state-of-the-art interpreting equipment wherever it is needed, in the U.S. or internationally. From pre-planning to assignment completion, AML-Global will handle your requests efficiently, promptly and cost-effectively.

AML-GLOBAL QUALITY STATEMENT

American Language Services believes in providing real value to our clients. It is essential that all of our work is performed consistently and with the highest quality. Our expertly trained staff and extensive resources give us the ability to provide our clients with outstanding value through superior quality and service. The fundamental elements of our superior service are: timely responsiveness to client needs, returning communications to you in a rapid and detailed manner, providing quotes for projects that are clear and concise, answering questions in an honest and helpful manner as well as achieving our goal of 100% on-time delivery. Our essential core value is combining ultra-competitive pricing with outstanding quality. We understand that each of our clients is important and our goal is complete satisfaction and long term partnerships.

World Headquarters:

1849 Sawtelle Boulevard, Suite #600 • Los Angeles, California 90025

Phone: 800.951.5020 or 310.829.0741 Fax: 866.773.8591 email: translation@alsglobal.net

www.alsglobal.net



AML-Global

AMERICAN LANGUAGE SERVICES

Making The World Smaller

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SOUTHERN CALIFORNIA EDUCATIONAL COMMUNITY SINCE 1985**

ISO Certified – 9001 & 13485

INTERPRETING

- Worldwide coverage
- Qualified and certified for *all languages*
- Emergency & last minute scheduling
- Specializing in parent teacher conferences, meetings, hearings, special education needs, and community events.
- 15 minute early courtesy arrival
- Simultaneous & consecutive interpreting
- Phone conferencing
- Native speakers from around the globe

TRANSLATION & TRANSCRIPTION

- IEP's, notices, curriculum, HR Docs
- Excellent rates with fast turnaround
- All deadlines met
- Immediate response for quotes
- Meticulous and precise
- Certified & notarized documents
- Transcriptions, all media, all languages

DESKTOP PUBLISHING

- **All Major Software**
InDesign, Quark, FrameMaker, PageMaker Pro, Microsoft Office, Adobe Products ... & many others
- PC & Mac operating platforms
- Print Ready Delivery

QUALITY CONTROL

- Quality Control Process: All translations include a Three Step Process: Translation, Proofing, and Editing
- ISO Certified – 13485 & 9001

WE HAVE THE WORDS YOU NEED, BECAUSE WE SPEAK YOUR LANGUAGE

World Headquarters

1849 Sawtelle Boulevard, Suite #600 • Los Angeles, California 90025

Phone: 800.951.5020 or 310.829.0741 Fax: 866.773.8591 email: translation@alsglobal.net

www.alsglobal.net

**AMERICAN LANGUAGE SERVICES
INTERPRETING RATES
SOUTHERN CALIFORNIA
AS OF AUGUST 1, 2019**

LANGUAGE	HALF DAY UP TO 3 HOURS	FULL DAY 3+ TO 6 HRS	ADDITIONAL HOURLY RATE
----------	---------------------------	-------------------------	---------------------------

15 PRIME LANGUAGES

SPANISH	\$295	\$495	\$85
ARABIC	\$445	\$775	\$145
ARMENIAN	\$375	\$725	\$145
CANTONESE	\$445	\$795	\$155
JAPANESE	\$795	\$1,295	\$245
KHMER	\$465	\$795	\$145
KOREAN	\$475	\$795	\$150
MANDARIN	\$445	\$795	\$155
PORTUGUESE	\$475	\$775	\$150
PUNJABI	\$475	\$795	\$145
RUSSIAN	\$475	\$795	\$145
TAGALOG	\$495	\$995	\$185
VIETNAMESE	\$445	\$795	\$140
AMERICAN SIGN LANGUAGE	\$95 PER HOUR, PER INTERPRETER		

LANGUAGES BY REGION

MIDDLE EASTERN	\$445	\$795	\$145
MOST ASIAN	\$445	\$795	\$145
MOST EUROPEAN	\$525	\$895	\$170

SPECIALIZED LANGUAGES

HEBREW, GREEK, THAI, CZECH, INDONESIAN, MONGOLIAN, CROATIAN, SERBIAN, SLAVIC, SLOVENIAN, BURMESE, AFRICAN, LAO, INDIAN, FILIPINO, AFGHAN, PAKISTANI & OTHERS			
	\$550	\$985	\$175

- AML-Global offers interpreters for the 15 California Court Certified languages (listed above).
- Phone Interpreting available upon request.
- AML-Global rates are subject to change based on time of scheduling without prior notification. All other rates are subject to change
- Overtime fees may apply
- ASL Assignments over (2) hours require (2) interpreters.
- Rates effective August 1, 2019
- Rates may vary for trials
- Please note: We have a 24-hour cancellation policy for most languages and (48) hour for American Sign Language (ASL)
- Regional pricing may vary

**AMERICAN LANGUAGE SERVICES HAS BEEN SERVING THE
CALIFORNIA EDUCATIONAL COMMUNITY SINCE 1985**

**VIDEO REMOTE INTERPRETING (VRI)
PRICING CALIFORNIA**

PRE-SCHEDULED

<u>LANGUAGE</u>	<u>HOUR</u>	<u>MINUTE</u>
American Sign Language	\$110	\$1.83
Spanish	\$75	\$1.25
Most European	\$115-\$135	\$1.92-\$2.25
Most Asian	\$115-\$135	\$1.92-\$2.25
Most Middle Eastern	\$110-\$125	\$1.83-\$2.08
Specialized	\$125-\$155	\$2.08-\$2.58

ON-DEMAND

<u>LANGUAGE</u>	<u>HOUR</u>	<u>MINUTE</u>
American Sign Language	\$195	\$3.25
Spanish	\$60	\$1.00
Most European	\$115-\$145	\$1.92-\$2.42
Most Asian	\$115-\$145	\$1.92-\$2.42
Most Middle Eastern	\$115-\$145	\$1.92-\$2.42
Specialized	Individually Priced	Individually Priced

- Easy to Set Up & Use
- No late cancellation fee for On-Demand interpreting
- 24-Hour Cancellation/ Pre-Scheduled
- 48-Hour Cancellation for ASL
- Specialized Languages-2-hour minimum
- Pre-scheduled Languages 1-hour minimum
- After the minimum hours, we charge by 15- minute increments
- Rates are subject to change without prior notification

AMERICAN LANGUAGE SERVICES HAS BEEN SERVING THE CALIFORNIA EDUCATIONAL COMMUNITY SINCE 1985

ISO Certified – 9001 & 13485

OVER THE PHONE RATES (OPI) CALIFORNIA as of JAN. 1, 2020

LANGUAGE	PER MINUTE RATE
----------	-----------------

ON-DEMAND

Spanish	\$1.00 per minute
Tier 1 Languages	\$1.45 per minute
Tier 2 Languages	\$1.65 per minute

PRE-SCHEDULED

Spanish	\$1.65 per minute
Tier 1 Languages	\$2.25 per minute
Tier 2 Languages	\$2.65 per minute

Tier 1 Languages: (100+ Languages)

Including: Arabic, Hebrew, Farsi, Turkish, Armenian, Cantonese, Mandarin, Korean, Thai, Russian, Ukrainian, Portuguese, French, German, Italian, Tagalog, Vietnamese, Hindi, Urdu, Punjabi, Dari, Kurdish, Laotian, Dutch, Swedish, Norwegian, Danish and many others.

Tier 2 Languages: (50+ Languages)

Including: Hmong, Khmer, Burmese, Twi, Haitian Creole, Karen, Swahili, Samoan, Napoli, Somali, Fulani, Tamil and many others.

- Easy to Set-up & Use
- No late cancellation fee for on demand interpreting
- 15-minute minimum per call charge
- After the minimum for OPI we charge by 5-minute increments
- Rates are subject to change without prior notification



AML-Global AMERICAN LANGUAGE SERVICES

Making The World Smaller

TRANSLATION RATES

<i>LANGUAGE</i>	<i>PRICE PER WORD</i>
Arabic	\$.18-.22
Chinese	\$.18-.22
Danish	\$.21-.24
Dutch	\$.21-.24
French	\$.18-.21
German	\$.18-.21
Hebrew	\$.21-.25
Italian	\$.18-.21
Japanese	\$.19-.24
Korean	\$.19-.24
Norwegian	\$.21-.24
Portuguese	\$.16-.19
Russian	\$.18-.21
Spanish	\$.10-.14
Swedish	\$.21-.24
Vietnamese	\$.19-.24

Translation rates include: Translations, Proofing, and Editing

- Please note that this is a partial list. AML-Global can support any language combination
- Rates are subject to change. AML-Global rates are subject to change based on time of scheduling without prior notification.
- Project volume & deadline may affect pricing.
- Rates effective January 1, 2019
- All jobs are individually priced
- Standard delivery format is in Microsoft Word
- Technical elements may affect pricing.
- Pricing above reflects standard turnaround times.

AMERICAN LANGUAGE SERVICES

TRANSCRIPTION RATES

LANGUAGE	COST PER AUDIO HOUR	LANGUAGE	COST PER AUDIO HOUR
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(Partial List of over 150 Languages)

ENGLISH

	Per Min	Per Hr		Per Min	Per Hr
ENGLISH <> ENGLISH	\$3.50	\$210	BRITISH ENGLISH <> BRITISH ENGLISH	\$3.50	\$210

AMERICAS

	Per Min	Per Hr		Per Min	Per Hr
SPANISH <> ENGLISH	\$6	\$360	PORTUGUESE <> ENGLISH	\$7.50	\$450

EUROPEAN

	Per Min	Per Hr		Per Min	Per Hr
BULGARIAN <> ENGLISH	\$8	\$480	HUNGARIAN <> ENGLISH	\$8	\$480
CATALAN <> ENGLISH	\$8	\$480	ITALIAN <> ENGLISH	\$8	\$480
DUTCH <> ENGLISH	\$8	\$480	POLISH <> ENGLISH	\$8	\$480
FRENCH <> ENGLISH	\$8	\$480	ROMANIAN <> ENGLISH	\$8	\$480
GERMAN <> ENGLISH	\$8	\$480	RUSSIAN <> ENGLISH	\$8	\$480
GREEK <> ENGLISH	\$8	\$480	UKRAINIAN <> ENGLISH	\$8	\$480

MIDDLE EASTERN

	Per Min	Per Hr		Per Min	Per Hr
ARABIC <> ENGLISH	\$8	\$480	HEBREW <> ENGLISH	\$12	\$720
FARSI <> ENGLISH	\$8	\$480			

ASIAN

	Per Min	Per Hr		Per Min	Per Hr
ARMENIAN <> ENGLISH	\$7.50	\$450	INDONESIAN <> ENGLISH	\$9.50	\$570
KHMER <> ENGLISH	\$9.50	\$570	JAPANESE <> ENGLISH	\$12	\$720
CEBUANO <> ENGLISH	\$7.50	\$450	KOREAN <> ENGLISH	\$12	\$720
CHINESE <> ENGLISH	\$7.50	\$450	KURDISH <> ENGLISH	\$9.50	\$570
DARI <> ENGLISH	\$7.50	\$450	PASHTO <> ENGLISH	\$7.50	\$450
HINDI <> ENGLISH	\$7.50	\$450	PUNJABI <> ENGLISH	\$7.50	\$450
HMONG <> ENGLISH	\$9.50	\$570	TAGALOG <> ENGLISH	\$7.50	\$450
TAIWANESE <> ENGLISH	\$9.50	\$570	THAI <> ENGLISH	\$9.50	\$570
TURKISH <> ENGLISH	\$7.50	\$450	URDU <> ENGLISH	\$7.50	\$450
VIETNAMESE <> ENGLISH	\$9.50	\$570			

EXPEDITED TURNAROUND TIMES AVAILABLE

- Cost & turnaround time is determined by quality of audio, number of speakers, density of audio, time coding and audio format
- AML-Global rates are subject to change without prior notification
- Projects requiring both source & target language transcripts will be individually quoted
- Source to source language combinations are charged at 75% of the listed rates above.
- Rates effective January 1, 2019
- All jobs are individually priced
- Standard delivery format is in Microsoft Word
- Specialized projects will be quoted individually
- Minimums will apply for all languages
- There will be additional charges for time coding based on the language and specific requirements
- Expedited rates will apply

World Headquarters

1849 Sawtelle Boulevard, Suite #600 • Los Angeles, California 90025

Phone: 800.951.5020 or 310.829.0741 Fax: 866.773.8591 email: translation@alsglobal.net

www.alsglobal.net

AMERICAN LANGUAGE SERVICES EDUCATION CLIENT LIST (PARTIAL LIST)

ABC Unified School District
Acton School District Office
Alhambra Unified School District
Anaheim City School District
Antelope School District
Arizona State University
Azusa Unified School District
Baldwin Park Unified School District
Bassett Unified School District
Bellflower Unified School District
Beverly Hills Unified School District
Bonita Unified School District
Carlsbad Unified School District
Castaic Union School District
Centinella Valley Union School District
Charter Oak Unified School District
Claremont Unified School District
Compton Unified School District
Conejo Valley Unified School District
Corinne A. Seeds University Elementary School
Corona Norco Unified School District
Covina Valley Unified School District
Crescenta Valley Water District
Culver City Unified School District
DeVry University
Downey Unified School District
Duarte Unified School District
East Whittier City School District
Eastside Union District
El Rancho Unified School District
El Segundo Unified School District
Fairbanks North Star Borough School District
Federal Wage and Labor Law Institute
Franklin Elementary School
Garvey School District
Glendale Unified School District
Glendora Unified School District
Gorman School District
Hacienda La Puente Unified School District
Hampton University
Harvey Mudd College
Hawthorne School district
Hermosa Beach City School District
Hughes Elizabeth Lakes School District
Inglewood Unified School District
Keppel School District
La Canada Unified School System
Lancaster School District
Las Virgenes School District
LAUSD (Los Angeles) Community Outreach
LAUSD District 8, A, B, C, D, E, F, G, H, I, J
LAUSD Translation Unit
Lawndale School District
Learn.com
Lennox School District
Little Lake City School District
Long Beach City College CITD-CMTAC
Long Beach City College CITD-CMTAC
Long Beach Unified School District
Los Angeles County Office of Education
Los Nietos School District
Lynwood Unified School District
Marquez Charter School
MIND Institute
Monrovia Unified School District
Montebello Unified School District
NewHall School District

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www.alsglobal.net

AMERICAN LANGUAGE SERVICES EDUCATION CLIENT LIST (PARTIAL LIST) (continued)

Orange County Department of Education	SELPA Los Angeles USD
Oxnard School District	SELPA Norwalk – La Mirada
Palmdale School District	SELPA Pasadena
Palos Verdes Peninsula	SELPA Santa Clarita
Paramount Unified School District	SELPA Southwest Service Area (Lawndale)
Pasadena Unified School District	SELPA Tri-Cities (Beverly Hills)
Placer County Office of Education	SELPA Ventura County
Pomona Unified School District	SELPA Whittier Area CO-OP
Redondo Beach Unified School District	Simi Valley Unified School District
Rio School District	South Pasadena Unified School District
Riverside Unified School District	South Whittier School District
Rosemead School District	Southern CA School of Interpreting
Rowland Unified School District	Stanford University
San Bernardino County Schools	Sulphur Springs School District
San Diego School District	Temple City Unified School District
San Francisco Unified School District	Torrance Unified School District
San Gabriel Unified School District	UCEA
San Marino Unified School District	UCLA Law School
Santa Monica – Malibu School District	UCLA Molecular Pharmacology Department
Saugus School District	University of Southern California
SELP Casa Pacifica	Walnut Valley Unified School District
SELPA Antelope Valley	West Covina Unified School District
SELPA Corona-Norco USD	Western Psychological Services
SELPA Downey-Montebello	Westside School District
SELPA East San Gabriel Valley (Arcadia)	Whittier City School District
SELPA East San Gabriel Valley (Covina)	Whittier Union High School District
SELPA East Valley Consortium	William S. Hart Union School District
SELPA Foothill (Glendale)	Wilsona School District
SELPA Long Beach	Wiseburn School District

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Hi Erica,

Thank you for the opportunity to work with Oxnard School District on your interpreting and translation assignments. Please find our quote below for your review and our information attached for your perusal. Kindly confirm receipt of our quote, it would be most appreciated.

For over three decades, American Language Services (AML-Global) has provided interpretation, transcription, and translation services in over 200 languages (including ASL & CART services). AML-Global is one of the largest language service providers in the United States. For Interpreting, we utilize our state-of-the-art proprietary database with one of the largest number of local, prescreened, qualified and credentialed interpreters in the U.S. For Translation, we have earned an excellent reputation by delivering cost-effective, timely and great quality work with fast turnaround times. We are also 9001 & 13485 ISO certified, which is a testament to our uncompromising processes.

Company Name:	Oxnard School District
Type of Project:	Interpreting and Translating
Date of Project:	2020 -2021
Time(s):	TBD
Location:	TBD
Language(s):	TBD
Cost per Hour, per Interpreter:	See Rate Sheet Interpreting

Notes

For Interpreting, times are rounded up to the next hour after 15 minutes.

Guidelines

AML-Global will confirm the interpretation assignment with the client. AML-Global reserves the most qualified and experienced interpreters for each job. In order to ensure a successful event AML-Global will be requesting specific background information about the presentations and detailed information and terminology specific to your client and/or their industry. Failure to provide this information on a timely basis or at all may severely hamper the interpreter’s ability to do their job effectively. AML-Global will not be responsible for subpar performance due to lack of information preceding the event.

Terms

Client agrees to pay AML-Global net: 30 days from the completion of the assignment.

The quote does not include labor charges that may be required due to unforeseen circumstances including acts of nature, after the contract is executed. AML-Global is not responsible for

cancellations or postponements due to acts of nature that are beyond our control. If an event is cancelled or postponed due to an act of nature, the client will be responsible for the full fees on the approved quote. Interpreters and technicians are offered locally based on availability at the time of scheduling. We strongly recommend that you finalize the booking in the recommended time of 60-90 days prior to event, to the extent that it is possible, and avoid travel, hotel, and other expenses which are the responsibility of the contracting party.

AML-Global may cancel a contract if payment is not made per our stated agreement. A project management fee may apply for changes in the scope of the project and additional services requested over and above the actual event. The fee will be charged at \$150 per hour.

Cancellation by the client of a duly executed contract must be in writing and when received is subject to cancellation fees based on the following schedule: 30 calendar days prior to the event - 10% cancellation fee, 29 -15 days calendar days prior to the event - 20% cancellation fee and 14 - 3 calendar days prior to the event - 40% cancellation fee, less than 3 calendar days full fee.

Based on the interpreter’s location, there may be additional charges for travel, mileage, accommodations, food, transportation and interpreting. Scheduling in less than the recommended time frame for your event may affect pricing. If legal proceedings are required to recover amounts due from Client to AML-Global under this contract, AML-Global shall be entitled to recover from the Client all costs of collection, including attorney’s fees.

Translation:

Company Name:	Oxnard School District
Project:	TBD
Languages:	TBD
Estimated Word Count:	TBD
Price/Word:	See rate chart
<u>Formatting/DTP:</u> Estimated at hours at \$75 per hour.	

Translation:

Optional Certification

If you need the document certified, an additional \$50.00 per certification will be charged. In order not to delay processing, the client must provide the document title, on a timely basis. AML–Global will create a title if we are not given one in a timely manner. AML-Global certification process is as follows: AML-Global certifies in a one page affidavit that the completed translation is a true and accurate representation of the original document. We affirm that we have retained a professional translator. We then notarize the affidavit on one separate page and mail the client the original copy. If you would like to see an example of what we use, please request one and we will be happy to send it to you.

We utilize National Association Notary forms to notarize the affidavit, which constitutes the official “Certification”. AML-Global cannot guarantee that these forms will be acceptable to the institution they are being sent to and we are not responsible for the decisions of the receiving party. The forms we use are industry standard and are generally acceptable. Before starting the assignment, and depending on the

language combination, an ATA Certified, Judicial Council or other State Certified linguist may be requested, to translate and/or to certify the translations. If this is requested and/or we are required to change our standard certification and/or translation process, we are happy to do so, but please note this may affect the total cost of the project. If this is requested after the start of the project, this will affect the total cost of the project.

Translation Process

As an ISO 9001 and 13485 Certified company we adhere to comprehensive and well established processes to achieve the highest quality translations. Our translation process centers on a 360 degree feedback mechanism. It starts with our experienced teams of native speaking linguists and project managers who translate and edit text. The text is translated, reviewed by an external editor and reviewed again by our multilingual project managers. Adjustments are made accordingly throughout the process to ensure the final product is a consistent and precisely accurate localized document. To augment our quality system we have the most up to date document technology available and all documents are treated with the highest degree of confidentiality and security within our entire system. Our detailed processes have proven to be highly effective over a long period of time.

Deliverables

To achieve the highest quality of translation, AML-Global requests that each client provide us with a preferential glossary of terms (if one exists). This will ensure that preferential word usage is properly followed.

There are many options for delivery to complete a project (Word, PDF, Excel, rolling basis, with bates numbers, etc.). In the outset of the project, you will decide what methods you will require. AML-Global will need all instructions and all files, including source files at the inception of the project. If all files are not received on a timely basis or any changes occur afterwards, this may lead to adjustments in delivery schedules as well as additional fees being charged.

Post Delivery & Editing

Please note the client has a right within 14 business days to ask AML-Global to review any potential adjustments to the translation project that may be needed and to determine if they are preferential in nature. If they are preferential in nature and the client has not provided a glossary of terms for the words and phrases in question, AML-Global has the right to charge for these post edits at the hourly fee of \$75.00/hour with a 1-hour minimum. After 14 days, AML-Global has the right to charge for any changes.

If the project involves desktop publishing (DTP), editing, or formatting, and editing needs to be made post final delivery, this will result in additional costs at the same hourly rates quoted at the start of the project. Please note that the turnaround times quoted do not include time for client review, preferential changes and post editing. Proofing of final documents in which the client has provided DTP services will be billed at \$75 per hour.

AGREED AND ACCEPTED:

Date:

By: **Lisa A. Franz, Director, Purchasing**

Authorized Signer for: Oxnard
School District

Date: 0

06/10/2020 By: *Jay Herzog*

Sr. Account Executive

American Language Services
GSA # GS-10F-0420X
ISO 9001 & ISO 13485 Certified
www.alsglobal.net
800-951-5020, Ext. 305
866 773 8591 fax

OSD BOARD AGENDA ITEM

Name of Contributor: Karling Aguilera-Fort

Date of Meeting: June 24, 2020

Agenda Section: Section C: Support Services Agreement

**Approval of Agreement #20-32 –All Languages Interpreting & Translating Inc.
(Aguilera-Fort)**

All Languages Interpreting & Translating Inc. will provide simultaneous translation (English/Spanish) at Board Meetings scheduled during the period of July 1, 2020 through June 30, 2021.

FISCAL IMPACT:

The cost for services will remain the same as the 2019-20 agreement with each meeting rate being \$640.00 (for three hours); any meeting going over the three hours will be charged at an additional \$213.33 per hour. Total amount for the 2020-2021 fiscal year would not exceed \$12,000.00, to be paid with General Funds.

RECOMMENDATION:

It is recommended by the District Superintendent that the Board of Trustees approve Agreement #20-32 with All Languages Interpreting & Translating Inc.

ADDITIONAL MATERIALS:

Attached: [Agreement #20-32, All Languages Interpreting & Translating Inc. \(13 Pages\)](#)
[Proposal \(1 Page\)](#)

OXNARD SCHOOL DISTRICT

Agreement #20-32

AGREEMENT FOR CONSULTANT SERVICES

This Agreement for Consultant Services (“Agreement”) is entered into as of this 24th day of June 2020 by and between the Oxnard School District (“District”) and All Languages Interpreting & Translating (“Consultant”). District and Consultant are sometimes hereinafter individually referred to as “Party” and hereinafter collectively referred to as the “Parties.”

RECITALS

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

OPERATIVE PROVISIONS

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

- Incorporation of Recitals and Exhibits.** The Recitals set forth above and all exhibits attached to this Agreement, as hereafter amended, are incorporated by this reference as if fully set forth herein.
- Term of Agreement.** Subject to earlier termination as provided below, this Agreement shall remain in effect from **July 1, 2020** through **June 30, 2021** (the “Term”). This Agreement may be extended only by amendment, signed by the Parties, prior to the expiration of the Term.
- Time for Performance.** The scope of services set forth in Exhibit A shall be completed during the Term pursuant to the schedule specified Exhibit A. Should the scope of services not be completed pursuant to that schedule, the Consultant shall be deemed to be in Default as provided below. The District, in its sole discretion, may choose not to enforce the Default provisions of this Agreement and may instead allow Consultant to continue performing the Services.
- Compensation and Method of Payment.** Subject to any limitations set forth below or elsewhere in this Agreement, District agrees to pay Consultant the amounts specified in Exhibit B “Compensation”. The total compensation, including reimbursement for actual expenses, shall not exceed Twelve Thousand Dollars (\$12,000.00), unless additional compensation is approved in writing by the District.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

_____ (Initials)

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

_____ (Initials)

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

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

_____ (Initials)

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

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

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

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

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

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

21. **Indemnification.**

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

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

_____ (Initials)

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

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

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

To District: Oxnard School District
1051 South A Street
Oxnard, California, 93030
Attention: Dr. Karling Aguilera-Fort
Phone: (805) 385.1501 x2034
Fax: (805) 483.7426

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

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

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

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

26. **Administration.** **DR. KARLING AGUILERA-FORT** shall be in charge of administering this Agreement on behalf of the District. The Director of Purchasing has completed **Exhibit D** "Conflict of Interest Check" attached hereto.

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

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

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

OXNARD SCHOOL DISTRICT:

ALL LANGUAGES INTERPRETING & TRANSLATING:

Signature

Signature

Karling Aguilera-Fort, Superintendent
Typed Name/Title

Typed Name/Title

Date

Date

Tax Identification Number: 95-6002318

Tax Identification Number: _____

- Not Project Related
- Project #20-32

EXHIBIT A
TO AGREEMENT FOR CONSULTANT SERVICES #20-32

SERVICES

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

***CONSULTANT WILL PROVIDE TRANSLATING SERVICES AT BOARD MEETINGS DURING THE PERIOD OF JULY 1, 2020 THROUGH JUNE 30, 2021. CONSULTANT WILL PROVIDE 2 TRANSLATORS FOR 3 HOURS AT EACH MEETING FOR A COST OF \$640.00. THE HOURLY RATE WILL BE PRORATED AT \$213.33 PER HOUR FOR ANY MEETING THAT LASTS MORE THAN THREE HOURS.**

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

N/A

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

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

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

- None.
- See attached list.

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

- None.
- See attached list.

VII. AMENDMENT

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

- Not Project Related
 Project #20-32

EXHIBIT B
TO AGREEMENT FOR CONSULTANT SERVICES #20-32

COMPENSATION

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

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

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

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

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

IV. The total compensation for the Services shall not exceed \$12,000.00, as provided in Section 4 of this Agreement.

- Not Project Related
- Project #20-32

EXHIBIT C
TO AGREEMENT FOR CONSULTANT SERVICES #20-32

INSURANCE

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

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

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

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

(3) Insurance coverage should include:

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

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

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

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

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

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

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

Not Project Related

Project #20-32

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

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

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

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

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

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

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

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

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

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

- Not Project Related
- Project #20-32

EXHIBIT D
TO AGREEMENT FOR CONSULTANT SERVICES #20-32

CONFLICT OF INTEREST CHECK

Bylaws of the Board 9270(BB)E requires that the Superintendent or a designee make a determination, on a case by case basis, concerning whether disclosure will be required from a consultant to comply with the District's Conflict of Interest Code (commencing with Bylaws of the Board 9270 BB).

Consultant's are required to file disclosures when, pursuant to a contract with the District, the Consultant will make certain specified government decisions or will perform the same or substantially the same duties for the District as a staff person would.

The services to be performed by Consultant under the Agreement to which this Exhibit D is attached constitute do not constitute governmental decisions or staff services within the meaning of the Conflict of Interest Code. Therefore, the Consultant, **ALL LANGUAGES INTERPRETING & TRANSLATING**, who will provide Services under the Agreement, is is not subject to disclosure obligations.

Date: _____

By: _____
Lisa A. Franz
Director, Purchasing

QUOTE FOR SERVICES

June 8, 2020

Presented to:

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

As requested, we will provide the following services for the Board Meetings for the Fiscal Year 2020 – 2021.

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

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

Our fee for the services we provide will not change. Our fee is also the same for Zoom with Interpreting sessions.

I take this opportunity to let you know that we also provide interpreting services in other languages. We have interpreters that have been providing services in various school sites in Ventura County. We have continued providing interpreters in Arabic, Thai, Vietnamese, Russian, Korean, Mixteco, Farsi, Armenian, Tagalog, Sign Language, and other languages. Our services are mostly used during IEP meetings with parents and students via phone conference during the pandemic COVID19 or in person. We have also translated documents for the Special Education Departments of various High Schools in the area.

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

Cordially,

Lourdes G. Campbell

OSD BOARD AGENDA ITEM

Name of Contributor: Betsy George

Date of Meeting: June 24, 2020

Agenda Section: Section C: Facilities Agreement

Approval of Field Contract #FC-P21-00003 – Fence Factory (George/Miller)

Proposals were solicited for Field Contract #FC-P21-00003, Transportation Yard Fence Project, pursuant to the Uniform Public Construction Cost Accounting Act. One (1) proposal was received on Wednesday, May 20, 2020.

It is requested that the Board of Trustees approve the award of Field Contract #FC-P21-00003 to the lowest responsible bidder, Fence Factory, in the amount of \$14,987.00. The project will be funded through Deferred Maintenance Funds.

FISCAL IMPACT:

\$14,987.00 – Deferred Maintenance Funds

RECOMMENDATION:

It is the recommendation of the Director of Facilities, and the Assistant Superintendent, Business & Fiscal Services, that the Board of Trustees approve the award of Field Contract #FC-P21-00003 to Fence Factory, in the amount of \$14,987.00.

ADDITIONAL MATERIALS:

Attached: [Field Contract #FC-P21-00003, Fence Factory \(3 Pages\)](#)

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

Project No.: FC-P21-00003

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

THIS CONTRACT is made as of 6/24/2020, between **Fence Factory** (“Contractor”) and the Oxnard School District (“District” and, together with Contractor, “the Parties”).

A. In consideration of the satisfactory performance of this contract by Contractor, District agrees to pay or cause to be paid to Contractor the sum of Fourteen Thousand Thousand Nine Hundred Eighty-Seven Dollars (\$14,987.00), 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 5/20/2020.**

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 July 1, 2020 and end July 20, 2020****

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

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

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

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

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

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

- | | | |
|---------------------------------------|----------------------------------------------------------|----------------------------------------------------|
| <u> X </u> Scope of Work | <u> X </u> Subcontractor List | <u> </u> Performance/Payment Bonds |
| <u> X </u> Specifications | <u> X </u> Certificates/Liability Insurance | <u> X </u> Purchase Order No. <u>P21-00003</u> |
| <u> </u> Drawings | <u> X </u> Certificates/Workers Compensation Insurance | <u> X </u> Proposal dated <u>5/20/2020</u> |
| <u> </u> Supplemental Conditions | | <u> X </u> Other <u>PWC-100 DIR Registration</u> |

CONTRACTOR TO FILL IN THE FOLLOWING

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

Firm Name _____	Date _____
Signature _____	Telephone _____
Title _____	Fax No. _____
Firm Address _____	Contractor’s License No. _____
	Fax No. _____
	License Class _____
	Tax I.D. No. _____

FOR DISTRICT USE ONLY

Project Manager <u>Michael Palyok, Facilities Project Manager</u>	Date _____
Signature _____	Funding Source <u>Deferred Maintenance Funds</u>

GENERAL CONDITIONS

- WORK:** The term "work" of Contractor when mentioned in this agreement includes labor or materials, or both.
- JOB WALK/SITE VISIT:** Contractor shall become fully acquainted with the site of the proposed work and all the conditions relating to the construction and labor involved so that any difficulties and restrictions regarding the execution of this work are fully understood. Contractor shall make no claim for compensation in addition to that specified in this contract based upon site conditions apparent by inspection, either actual or constructive, at the time of signing this contract.
- LABOR, MATERIALS AND EQUIPMENT:** Contractor shall furnish and transport all labor, materials, tools, implements, appliances and equipment required to perform and completely finish in a workmanlike manner to the satisfaction and approval of the District, free of any and all liens and claims of laborers, artisans, material men, suppliers, and subcontractors, and in conformity in all respects with all applicable federal, state, county, and municipal laws, ordinances, rules, regulations, the work described in the plans and/or specifications, if any, or as described in this contract.
- DEFAULT BY CONTRACTOR:** Contractor's failure to comply with any of the terms and/or conditions of this contract shall constitute a default by the Contractor. If Contractor at any time during the progress of the work refuses or neglects, without the fault of the District, to supply sufficient materials or workers to complete the work for a period of more than 10 days after having been notified in writing by the District to furnish them, the District shall have the power to furnish and provide such materials and workers as are necessary to finish the work, and the reasonable expense thereof shall be deducted from the contract price as determined by this agreement.
- TERMINATION:** District may, by written notice to Contractor, terminate Contractor's right to proceed with the work if Contractor (1) defaults on this contract, (2) refuses or fails to prosecute the work with sufficient diligence to ensure its completion within the time specified in this contract or in an amendment agreed to as provided in this contract, (3) fails to make timely payments to subcontractors or material suppliers, (4) disregards laws, ordinances, rules, regulations or order of any public authority having jurisdiction over this project, or (5) otherwise does not in good faith carry out the terms of this agreement. Upon receipt of a written notice of termination, Contractor shall then discontinue the work and District will have power to contract for completion of the work or to complete the work itself, and to charge the cost and expense to Contractor, and the expense so charged shall be deducted and paid by the District out of money that either may be due or may at the time thereafter become due to Contractor under this agreement or any part of it. If such expense exceeds the sum that would have been payable under this agreement had Contractor completely performed the work, Contractor shall immediately pay the amount of excess to District, failing which recourse may be made immediately to Contractor's bond. In case District requires Contractor to discontinue work under this agreement, Contractor agrees to waive and hereby does waive all claims against District for profits, loss, of damages on the uncompleted work.
- DISCONTINUE:** District shall have the right at any time, for its own convenience when in its opinion it becomes necessary or expedient to discontinue permanently the work being done under this agreement by sending a written notice to Contractor, and Contractor shall then discontinue the work. In this event, District shall pay to Contractor the full amount to which Contractor is entitled for all work done and labor and materials furnished by Contractor under this agreement and to the satisfaction of the District up to the time of such discontinuance. Such amount to be determined by District.
- EXCUSABLE DELAY:** District may at its sole discretion grant Contractor a time extension to complete this contract due to causes not reasonably foreseeable by the parties to this contract if the contractor presents a request for a time extension to the District, writing within 5 days of the event or occurrence for which the extension is sought providing satisfactory evidence to establish that fault, and it shall not be entitled to time extension to complete the contract.
- TIME:** Time is of the essence in the performance of this contract.
- PROVISIONS REQUIRED BY LAW:** Each and every provision of law or clause required to be inserted in the contract shall be deemed to be inserted herein and this contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted or is not inserted correctly then upon application of either party the contract shall forthwith be physically amended to make such insertion or correction.
- SUBCONTRACTORS:** Any subcontractor engaged by the Contractor shall be engaged subject to the prior written approval of District. Contractor shall be responsible for all operations of each subcontractor and for all subcontractors' compliance with their terms of this contract. This contract shall not be construed as creating a contractual relationship between the District and any subcontractor.
- PREVAILING WAGE RATES:** Refer to Paragraph G on the Cover of this Contract.
- APPRENTICEABLE OCCUPATIONS:** Contractor shall be responsible for compliance with Labor Code & 17775 et. seq. for apprenticeable occupations.
- PAYROLL RECORDS:** Contractor and subcontractors shall comply with Labor Code Section 1776 regarding payroll records including, but not limited to, keeping accurate records that show the name, address, social security number, work week and the actual per diem wages paid to each journeyman, apprentice, worker, or other employed in connection with this contract. Payroll records shall be certified and available for inspection during business hours at Contractor's, or subcontractor's principal place of business.
- HEALTH AND SAFETY:**
 - Safety Standards:** Contractor shall perform this contract in compliance with all applicable laws, ordinance, rules, regulations, standards and lawful orders of public authorities bearing on safety of persons or property of their protection from damage, injury or loss and shall insure that all completed work stratifies all applicable safety standards. Contractors shall erect and maintain as required by existing conditions and performance of the contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazard promulgation safety regulations and notifying the District and users of adjacent sites and utilities. Contractor shall obtain from the District and comply with rules and regulations pertaining to safety, security and driving on school grounds, particularly when children are present. The policy of District is to promote safety practices that minimize personal injury and potential property damage. Contractor covenants that all employees working on this project meet or exceed all laws, ordinance, rules, regulations, codes and standards for safety and protection of personnel and property. Although it has not duty to do so, District may notify Contractor upon discovery of a safety standard violation and, when so notified, Contractor shall immediately correct the unsafe practice or situation. District retains the right in its sole discretion to shut down the work until any unsafe practice or situation is corrected in which case Contractor shall not be entitled to any time extension to complete work under the contract and shall be liable for assessment of any resulting liquidated damages. The power in the District to stop the work does not give rise to any duty on the part of the District to exercise this right for the benefit of the Contractor to any other person or entity. District retains the right, in its sole discretion, to assess Contractor a fine at *one hundred dollars per day* for failure to timely correct any unsafe practice or situation for which it has received written notice from the District. Determination of timeliness of Contractor actions taken to correct an unsafe practice or situation is written the sole discretion of the District.
 - Drug and Alcohol Use:** Contractor shall not permit the possession, use, or sale of any alcoholic beverage or illegal, controlled drug or substance or the abuse of prescribed medication on or immediately adjacent to the jobsite by any Contractor employee, subcontractor, subcontractor's employee or associate.
 - Hazardous or Toxic Substances:** Contractor shall notify District in writing if performance of this contract may result in exposure to any person, or any District property, to toxic or hazardous substances. Contractor shall comply with all State and Federal laws and regulations regarding handling and use of toxic or hazardous substances and shall keep accurate records of all exposures required to be monitored by State or Federal Law.
 - Scheduling:** Contractor shall schedule all work involving dangerous and/or excessively noisy equipment outside of normal school hours as defined by District.
- ASBESTOS AND OTHER HAZARDOUS MATERIAL:** Contractor shall not use or allow any subcontractor to use any materials containing asbestos in the project. In the event the Contractor encounters on the site material reasonably believed to be asbestos or polychlorinated biphenyl (PCB) which has not been rendered harmless, the Contractor shall immediately stop work in the area affected and report the condition to District. The work in the affected area shall not thereafter be resumed except by written agreement of District and Contractor, if in fact the material is asbestos or polychlorinated biphenyl (PBC), or until the material has been rendered harmless.
- MATERIAL SAFETY DATA SHEETS:** Contractor shall make Material Safety Data Sheets available in a readily accessible place at the work site for any material requiring a Material Safety Data Sheet pursuant to the Federal Hazard Communication; standard or employees right to know law. Contractor shall ensure proper labeling of any substance brought onto the job site, inform any person working with material requiring a Material Safety Data Sheet or within the general area of the material or the hazards of the substance and ensure that such person(s) follow proper handling and protection procedures.
- PROTECTION OF WORKERS, PROPERTY AND WORK:** Contractor shall erect and properly maintain at all times as required by conditions and progress of work all necessary safeguards, signs, barriers, lights and watchmen for the protection of workers and the public and shall post danger signs warning against hazards created by construction. In an emergency affecting safety of life, work or adjoining property Contractor, without special instruction or authorization from District, may act at his/her discretion; to prevent threatened loss or injury.
- DAMAGE TO DISTRICT PROPERTY:** Contractor shall restore, at Contractor's expense, to its original condition, any District property damaged as a result of carrying out any portion of this contract. Contractor shall notify District not less than five (5) workdays in advance of necessity for vehicles or heavy equipment to cross any turf or lawn area so the irrigation water may be withheld from the area to be traversed. Contractor shall be liable for any damage and/or vandalism to the project during the performance of this contract or as a result of storing materials on site in an unauthorized and/or unsecured manner.
- HOLD HARMLESS:** With the exception that the following provisions of this article shall in no event be construed to require indemnification by Contractor in excess of that permitted under the public policy of the State of California, Contractor shall indemnify and save harmless the District and its governing board, agents and employees, and each of them, of and from:
 - Any and all claims, demands, causes of action, damages, costs, expenses, losses, or liabilities in law or in equity, of every kind and nature whatsoever (including, but not limited to, injury to or death of Contractor any subcontractor, or any employees of District, Contractor or any subcontractor, and damage to or destruction of property), arising out of or in any manner directly or indirectly connected with the work to be performed under this contract, however caused, regardless of any negligence of District or its agents, employees or servants, be it active or passive, except the sole negligence or willful misconduct of District or its agents, employees or servants acting in the scope of their duties; and
 - Any and all penalties imposed on account of the violation of any law or regulation, compliance with which is left by this contract to Contractor. Contractor shall (1) at Contractor's own cost, expense and risk, defend all suits, actions or other legal proceedings that may be brought or instituted by third persons against District, its agents, employees or servants, or any two or more of them, on any such claim, demand or cause of action of such, third persons, or the enforce any such penalty, (2) pay and satisfy any judgment or decree that may be rendered against District or its agents, employees or servants, or any two or more of them, in any such suit, action or legal proceedings, and (3) reimburse District and its agents, employees and/or servants for any and all legal expenses incurred by each of them in connection therewith or in enforcing the indemnity granted in this article.
- INSURANCE:** Contractor shall obtain all required insurance from a company or companies acceptable to District and shall not allow any subcontractor to commence work on its subcontract until it obtains all required insurance. Contractor shall provide evidence of insurance in the form of a Certificate of Insurance naming District as an additional insured and providing District thirty (30) days written notice of reduction in coverage or cancellation. Contractor shall insert a provision substantially similar to the requirements of this article in each subcontract covering any portion of the work and shall require subcontractors to take out and maintain such insurance and to file proof of compliance as stated above. Contractor shall obtain and provide the following policies of insurance, submit to the District evidence of the insurance prior to commencing work on the contract, and maintain the insurance at all times during the life of the contract:
 - Comprehensive General Liability Insurance that shall name the district as an additional insured and shall protect Contractor and District against any liability that Contractor may incur (1) on account of bodily injuries to or the death of any person other than an employee of Contractor and consequential damages arising therefrom to the extent of not less than \$500,000 and on account of bodily injuries to or the death of more than one such person, subject to the same limit for each, and consequential damages arising therefrom as a result of any one occurrence to the extent of not less than \$500,000 and (2) on account of damage to or construction of any property, to the extent of not less than \$500,000 for each accident and \$500,000 aggregate.
 - Workers compensation insurance in statutory form and Employer Liability Insurance covering Contractor's liability to the extent of not less than \$500,000 for damages on account of bodily injuries to or death of one person or persons. The insurance described in part "a" above shall also provide contractual liability coverage satisfactory to District with respect to liability assumed by Contractor under the indemnity provisions in article 18 of this contract. Contractor shall be aware of and comply with, and require subcontractors to comply with Workers Compensation laws and all related regulations pursuant to California Labor Code, Division 2, Part 7, Chapter 1, Article 3.
 - Fire Insurance will be provided by the District with coverage at one hundred percent (100%) of the insurable value of the contract including labor and materials in or adjacent to the structure insured and materials in place or to be used as part of the permanent construction including surplus materials, protective fences, temporary structure, miscellaneous materials and supplies incident to the work. Any loss shall be payable to the District.
- BONDS:** District shall have the right to require Contractor to furnish such bond or bonds covering the faithful performance of all the terms, conditions, provisions of this contract and the payment of all obligations arising under this contract in the form and amount as District may prescribe and with such sureties as it may approve. Such bonds shall be arranged and paid for by the Contractor and shall be issued by a surety admitted to issue bonds in California. These bonds are referred to in this contract as Contractor's bonds.
- WORKERS:**
 - Contractor shall at all times enforce strict discipline and good order among its employees and shall not employ any unfit or unskilled person in performing this contract.
 - Contractor shall remove from the work any employee deemed incompetent or unfit by District and shall not again employ that employee on the project except with written consent of District.
- SUPERVISION:** Contractor shall provide competent supervision of all its employees engaged in performance of this contract.
- CONTRACTOR NOT AN OFFICER, EMPLOYEE OR AGENT OF DISTRICT:** While engaged in carrying out this Contract, Contractor is an independent contractor and not an officer, employee, servant or agent of District. Contractor has and hereby retains the right to exercise full control and supervision of the work and full control over the employment, direction, compensation and discharge of all persons assisting in the work. Contractor agrees to be solely responsible for all matters relating to payment of its employees, including compliance with Social Security, withholding and all other regulations governing such matters. Contractor agrees to be responsible for its own acts and those of its subordinates, employees and subcontractors.
- PERMITS AND LICENSES:** Contractor shall acquire all necessary permits and shall secure and maintain in force all licenses and permits required by law to perform this contract.
- OCCUPANCY:** District reserves the right to occupy buildings or facilities at any time before contract completion. Occupancy shall not constitute final acceptances of any part of the work converted by this contract for small occupancy existed the date specified for completion.
- ASSIGNMENT:** Contractor shall not assign any of its duties or responsibilities under the terms of the contract.
- BRAND OR TRADE NAMES:** When a brand name or names are listed, it or they shall be construed to be followed by the words "or approved equal" whether or not those words in fact follow the brand name or names in the specifications. Any product meeting this specified standards in the District's judgment will qualify as a substitute for the specified work. In the case that an item listed in the specification is specified by only one brand name or trade name, the District's research has indicated that the item has a unique or novel product application. Where District is aware of two or more equal products, at least two trade names will be listed. Exact compliance with specified brand or trade name products is required unless an amendment is issued. All requests to substitute must be in writing directed to the District's Director of Facilities. Contractor must supply the brand name, model number and other information to substantiate that the substitute item is equal to the item specified. District retains the right, in its sole discretion, to approve the item required for substitution as "an equal" or to determine that the item is not equal to the item specified, or to request further substantiating information.
- PAYMENT:** Ninety percent of the contract price, less (1) any fines imposed pursuant to law or these General Conditions; (2) funds withheld due to stop notices; and/or (3) funds withheld to correct damages caused by Contractor will be paid in a lump sum upon satisfactory completion of the work and acceptance by District unless specified otherwise in this contract or any special conditions. District will retain the *retention amount allowed by law* for a period of thirty-five (35) days after recording the Notice of Completion. Payment of such amount requires that Contractor first provide to District a waiver and release from each subcontractor, if any, engaged in the work in the form prescribed by Civil Code section 3262.
- ANTI-DISCRIMINATION:** Contractor, and any subcontractor hired by Contractor, shall not discriminate against any employee engaged in the performance of this contract because of race, color, ancestry, sex, national origin, or religious creed. Contractor and subcontractors shall comply with applicable Federal and California laws including but not limited to the California Fair Employment Practice Act, set forth in Government code sections 12900 et. seq. and Labor Code section 1735.
- INSPECTION:** District shall at all times have access to all parts of the work and to the shops where the work is in preparation. Contractor shall at all times maintain proper facilities and provide safe access for conservation and inspection of the work. District shall have the right to reject, or require contractor of, materials and/or workmanship that are defective. Contractor shall remove rejected work from the premises without charge to District. District reserves the right to determine in its sole discretion and at any time before final acceptance of the work, the necessity of examining work already completed by removing or tearing out the same, in which case Contractor shall, on request, promptly furnish all necessary facilities, labor and materials to uncover the work in question for inspection or observation. If District determines the uncovered work to be defective in any respect, promptly furnish all necessary facilities, labor or materials to uncover the work in question for inspection or observation. If District determines the uncovered work to be defective in any respect due to fault of the contractor or its subcontractor, Contractor shall bear all expenses of the examination and of satisfactory reconstruction. If however, District determines that the work meets the requirements of the contract, District shall approve a change order for the additional cost of labor and materials necessarily involved in the examination and replacement of the work.
- CLEAN UP:** Contractor shall complete clean-up and removal of spills, extra or unused materials, debris, rubbish, trash and/or implements of services that result from the performance of this contract. Contractor shall remove waste materials from District premises and Contractor shall not place waste materials in District owned disposal containers located on the site or other District premises. Contractor shall comply with all applicable laws, ordinances, regulations, and statutes for disposal of waste materials. Contractor shall ensure that the project size is clean and free of debris at the end of each workday, unless the area of work is secured from staff and/or students and the District grants permission.
- CHANGES:** Contractor shall make no changes in the work without specific prior written authorization by means of a "change order" from the District. Contractor shall not submit a claim for an adjustment of the contract price which has not been included in a written change order. If at any time or times during the progress of the work the District desires to make any additions to, alterations of, deviations or omissions from, the work to be performed under this contract, it shall be at liberty to do so and the same shall in no way affect or make void this agreement, but no such additions, alterations, deviations or omissions shall be made except at District's written request. Any such alterations, deviations or omissions that decrease the cost of the work shall be evaluated on a lump-sum basis and this amount shall be deducted from the contract price, the amount thereof to be agreed on in writing. Any such additions, alterations, or deviations that increase the cost of the work shall be evaluated on a lump-sum basis, the amount thereof to be agreed on in writing before execution of the work.
- INTEGRATION CLAUSE:** This agreement comprises the entire understanding of the parties and supersedes all previous agreements, written and verbal. It may be amended only by a writing signed by both parties.
- CONTRACTOR'S LICENSE NOTICE:** Contractors are required by law to be licensed and regulated by the Contractors' State License Board. Any questions concerning a contractor may be referred to the Registrar. Contractors' State License Board, 9835 Goethe Road, Sacramento, CA. Mailing address: P.O. Box 26000, Sacramento, CA 95826.
- NOTICE:** Any notice required or permitted under this contract shall be deemed given, if in writing upon the earlier of delivery or five (5) days following deposit in the U.S. Mail, first-class postage prepaid, and addressed to the other Party at the address contained in the contract but each Party may change its address by written notice to the other Party, as necessary.
- ATTORNEY'S FEES:** In the event of litigation between the Parties, or if a Party becomes involved in litigation because of wrongful acts of the other Party, the court will award reasonable attorney's fees to the prevailing party. The amount will be sufficient to compensate the prevailing party for all attorney's fees incurred in good faith.
- CONFLICT:** If any documents other than the face of this Contract and these General Conditions supplement and become a part of this Contract, and if such supplementary documents contain any terms, clauses or language that are in conflict with the terms, clauses or language on the face of this Contract and these General Conditions, then the terms stated on the face of this Contract and in these General Conditions shall be deemed to be valid whereas the conflicting terms in the supplementary document shall be deemed void and of no consequence.
- SEVERABILITY CLAUSE:** If any provision of this contract is held to be invalid, such invalidity shall not affect other provisions of the contract which can be given effect without the invalid provision, and to this and the provisions of this contract are severable.
- KEYS:** Contractor shall comply with the sign the District's **CONTRACTORS KEY ISSUE/SECURITY AGREEMENT** prior to commencement of work.
- FINGERPRINTING:** Contractors may be required to have their employees fingerprinted prior to the start of work, pursuant to California Education Code Section 45125.1.



WEB ADDRESS:
WWW.FENCEFACTORY.COM

PROPOSAL & CONTRACT

Contractors License No. 275524
Work Order No. :

MATERIAL SALES AND CONTRACTING BRANCHES
1-800-61 FENCE THROUGHOUT THE TRI-COUNTIES

Date: 5/20/2020

AGOURA DIVISION
29414 Roadside Dr.
Agoura, CA 91301
Ph. (818) 889-2240
Fax (805) 497-3479

GOLETA DIVISION
60 S. Kellogg
Goleta, CA 93117
Ph. (805)965-2817
Fax (805) 967-6328

RENTALS DIVISION
1441 Callens Rd.
Ventura, CA 93003
Ph. (805) 644-4617
Fax (805) 644-0309

XJ VENTURA DIVISION
1606 Los Angeles Ave.
Saticoy, CA 93004
Ph. (805) 485-8831
Fax (805) 642-1374

SANTA MARIA DIVISION
2709 Santa Maria Way
Santa Maria, CA 93455
Ph. (805) 928-5848
Fax (805) 922-4826

ATASCADERO DIVISION
2650 El Camino Real
Atascadero, CA 93422
Ph. (805) 462-1362
Fax (805) 462-1367

Proposal Submitted: Oxnard School Dist. **Address:** 1055 South C St.
C/O Mike Palyok
City: Oxnard **CA** **Zip Code:** 93030 **Phone:** 805-513-2849
Job Name: **Job Location:** **Job Phone:**
O.S.D transportation yard 516 W. Wooley mpalyok@oxnardsd.org
Fax:

1. Subject to the terms, provisions and conditions of this proposal and Contract and any attached Estimator's Sheet, Exhibits, Plans or Specifications, Fence Factory, hereinafter referred to as "Contractor", agrees to furnish all necessary labor, materials, tools and equipment to perform and complete in good and workman-like manner for the above job location, the following described work.

- #1 Remove and haul away 30' of chain link and (1) double drive gate and set (1) 2 3/8" terminal.
 - * Furnish and install Approx. 208 linear feet of 6' high 9 gauge Galvanized chainlink fence with black 80% closed mesh wind screen with air vents.
End posts are 2 3/8" Sch 40 and line posts are 1 7/8" OD Sch 40 set in cement 10' apart max. Top rail to be 1 5/8" OD with 9 gauge bottom tension wire.
Furnish and install (1) Double Drive gate 14' wide' x 6' high and (1) pedestrian gate 4' wide x 6' high. Gate posts to be 4" Sch.40 set in cement.
- (This is a prevailing wage estimate DIR# 100000.3937)**
(Posts will be cut off at ground level)

\$14,987.00

*****EXCLUSIONS*****

PERMIT, PERMIT FEES, CLEARING, GRUBBING, GRADING, STAKING, REMOVAL OF SPOILES, AND NOT RESPONSIBLE FOR DAMAGE TO UNDERGROUND SPRINKLERS AND UTILITIES.

2. In consideration for the above described work, the above named party agrees to pay Contractor the total sum of: PRICE ON ACCEPTANCE OF OPTION(S) Dollars ,as follows

3. Work will begin on approximately: _____

4. Work will be completed on approximately: _____

B.Farris

5. This proposal is void if not accepted within: 30 DAYS

50% PRE PAYMENT FOR MATERIALS (BALANCE DUE UPON COMPLETION)

Fence Factory is hereby authorized to furnish all material, labor and equipment necessary to complete the work above for which Fence Factory will receive in payment the above sum in accordance with all of the Terms & Conditions set forth hereon. It is acknowledged that this entire Proposal and Contract, including the Terms and Conditions set forth on the following pages, has been read.

ACCEPTED AND AUTHORIZED AT: VENTURA , CALIFORNIA BY: _____
COMPANY OR OWNER

DATED

Contractors are required by law to be licensed and regulated by the Contractor's State License Board. Any questions concerning a contractor may be referred to the registrar of the board whose address is: Contractor's State License Board, P.O. BOX 26000 Sacramento, CA 95826.

PRINT NAME

PRINT TITLE

SIGNATURE

OSD BOARD AGENDA ITEM

Name of Contributor: Betsy George

Date of Meeting: June 24, 2020

Agenda Section: Section C: Facilities Agreement

Approval of Contractor Contingency Allocation No. 011 to the McKinna Elementary School Reconstruction Project for an increase of cost for the Work associated with the Project (George/Miller/CFW)

During the Regular Meeting of June 20, 2018, the Board of Trustees approved Construction Services Agreement #17-41 (CSA #17-41) between the Oxnard School District and Bernards Bros. Inc. for the reconstruction of the McKinna Elementary School. CSA #17-41 included a Contractor Contingency Allocation in the amount of Eight Hundred Twenty-Four Thousand Eight Hundred Thirty-Five Dollars and No Cents (\$824,835.00). This Contractor Contingency Allocation fund is for payment of very specific items of work, such as: (1) additional costs resulting from discrepancies in the bid buy-out process; (2) conflicts, discrepancies or errors in the Construction Documents; (3) work required by the Inspector of Record or any governmental agency involved with the permitting or approval/certification process that is not otherwise shown in the Construction Documents; and (4) any other items of cost agreed to in writing by the Contractor and District to be included in the Contractor Contingency.

CCA No. 011 consists of one proposal relating to the McKinna Elementary School Reconstruction Project. COR No. 243RO is for coat hook revisions and added paint applicable to all classrooms. CCA No. 011 provides for the Board's consideration and approval of work totaling \$1,762.00, as agreed to in writing by the Contractor and District to be drawn from the Contractor Contingency Allocation line item.

Upon approval of CCA No. 011 Contractor Contingency Allocation funds in the amount of \$657,767.74 will have been utilized to date, and the remaining balance of the Contractor Contingency Allocation sum shall be \$167,067.26.

FISCAL IMPACT:

CCA No. 011 will be a COST to the Contractor Contingency line item of CSA #17-41 in the amount of One Thousand Seven Hundred Sixty-Two Dollars and Zero Cents (\$1,762.00). This allocation will not increase the Project's overall budget. After Board approval of CCA No. 011, the remaining balance of the Contractor Contingency Allocation will be One Hundred Sixty-Seven Thousand Sixty-Seven Dollars and Twenty-Six Cents (\$167,067.26).

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Facilities, in conjunction with Caldwell Flores Winters, Inc., that the Board of Trustees approve CCA No. 011 to CSA #17-41 with Bernards related to the McKinna Elementary School Reconstruction Project.

ADDITIONAL MATERIALS:

Attached: [Contractor Contingency Allocation No. 011 \(2 Pages\)](#)
[COR No. 243RO - Coat Hooks Revisions \(6 Pages\)](#)
[Construction Services Agreement #17-41, Bernards Bros. Inc. \(25 Pages\)](#)



CONTRACTOR CONTINGENCY ALLOCATION APPROVAL

Date: June 24, 2020

CONTRACTOR CONTINGENCY ALLOCATION NO. 011

PROJECT: MCKINNA ELEMENTARY SCHOOL
O.S.D. BID No. N/A
O.S.D. Agreement No. 17-41

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

ARCHITECT Perkins Eastman
 3194 D Airport Loop Drive,
 Costa Mesa, CA 92626

CONTRACTOR:
 Bernards Bros. Inc.
 555 First Street
 San Fernando, CA 91340
 Attn: Carl Magness

Architects Proj. No.: 72538-101
D.S.A. File No.: 56-22
D.S.A. App. No.: 03-118371

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

ORIGINAL CONTRACTOR CONTINGENCY SUM	\$	824,835.00
NET CHANGE – ALL PREVIOUS CONTRACTOR CONTINGENCY ALLOCATION	\$	(656,005.74)
ADJUSTED CONTINGENCY SUM	\$	168,829.26
NET CHANGE	\$	(1,762.00)
<hr/>		
Total Contingency Allocations to Date:	\$	(657,767.74)
ADJUSTED CONTRACTOR CONTINGENCY SUM THROUGH NO.: 011.....	\$	167,067.26

Item	Description	Additional Cost related to Bid/Buy-out	Conflicts, Discrepancies or Errors in the Construction Documents	Additional Work required by IOR, or another Jurisdictional Agency, not in plans	Other Item of Cost agreed to by District and Contractor
1.	COR 243RO (PR13), Coat Hooks Revisions				\$1,762
	TOTAL				\$1,762

Total Contractor Contingency Allocation Approval No. 011 \$ 1,762.00

**NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND ASST. SUPERINTENDENT OR PURCHASING DIRECTOR*

APPROVAL (REQUIRED):

ARCHITECT: _____

DATE: _____

CONTRACTOR: _____

DATE: _____

RECOMMENDED FOR APPROVAL:

ASSISTANT SUPERINTENDENT, BUSINESS & FISCAL SERVICES

DATE: _____

APPROVAL (REQUIRED):

PURCHASING DIRECTOR: _____

DATE: _____



CHANGE ORDER REQUEST

COR No. 243 R0

Date: 3/19/2020

Project: McKinna Elementary School Reconstruction

DESCRIPTION OF WORK

Marker & Tack boards, Coat hooks revision

SUMMARY OF COSTS

Item Description	Company	Amount Requested
Subcontract Costs		
	Vanguard Painting	1,625
	Subtotal:	1,625
Contractual Costs		
Fee		84
Subcontract Default Insurance		20
CCIP		21
Contractor Bond		12
	Subtotal:	137
Total Change Order Request Amount:		1,762

APPROVAL

(Please note that if this Change Order Request is not approved by , additional costs and schedule impacts may result.)

Oxnard School District

Bernards Bros. Inc.

Signature

Signature

Printed Name & Title

Printed Name & Title

Date

Date

REVIEWED

- DOCUMENT CLARIFICATIONS
- AGENCY REVIEW
- FIELD CONDITIONS
- OWNER'S REQUEST
- CONTRACTOR BUYOUT

VANGUARD
PAINTING INC.

2541 Topaz Court
Oxnard, CA 93030

Phone: (805) 650-0111

Fax: (805) 650-0122

License #: 554570

December 16, 2019

Mr. Arvind Balaji
Bernards Bros
555 First Street
San Fernando, CA 91340

RE: PR 13 - Coat Hook revision
Job: McKinna ES

Mr. Balaji:

Good morning. We will need to paint the 2x wood "Rich Mocha".

My price is:

Labor = 24 MH (@ \$ 54.94/MH)	\$ 1,318.00
Materials = 4 tubes (@ 40.00/gal)	\$ 160.00
Mark-up = 10%	<u>\$ 147.00</u>
Total ADD	\$ 1,625.00

Sincerely,



Thomas Roerich
McKinna 10 PR 13 Coat Hooks



HOURLY LABOR COST RATES

Sub/Contractor:	Vanguard Painting, Inc.	Trade:	Painting
Date:	10/31/2018	Classification:	Painter
Project:	McKinna ES, Oxnard	Union :	<input checked="" type="checkbox"/> Non Union: <input type="checkbox"/>
Rate Effective Through:	July 1, 2019		

	Straight Time	Time & 1/2	Double Time
A. HOURLY TAXABLE WAGE COSTS			
Hourly Wage	\$ 30.04	\$ 45.06	\$ -
Vacation & Holiday Accrual	\$ 2.55	\$ 2.55	\$ -
Hourly Taxable Wage Costs Subtotal	\$ 32.59	\$ 47.61	\$ -
B. HOURLY PAYROLL TAX & INSURANCE			
Social Security	\$ 1.86	\$ 2.79	\$ -
Medicare	\$ 0.44	\$ 0.65	\$ -
FUI	\$ 0.04	\$ 0.05	\$ -
SUI	\$ 0.26	\$ 0.40	\$ -
Workers Compensation Insurance	\$ 6.35	\$ 6.35	\$ 6.35
General Liability Insurance (If Applicable)	\$ -	\$ -	\$ -
Hourly Payroll Tax & Insurance Subtotal	\$ 8.95	\$ 10.25	\$ 6.35
C. HOURLY BENEFITS			
Health & Welfare (or equivalent)	\$ 8.85	\$ 8.85	\$ -
Pension & Retirement (or equivalent)	\$ 3.04	\$ 3.04	\$ -
Training (or equivalent)	\$ 1.51	\$ 1.51	\$ -
Hourly Benefits Subtotal	\$ 13.40	\$ 13.40	\$ -
TOTAL HOURLY LABOR COST RATE (A+B+C)	\$ 54.94	\$ 71.26	\$ 6.35

Factors NOT allowed in the above hourly labor cost rates:

- | | |
|--------------------------------------|--------------------------------|
| 1. Overhead | 5. Consumables |
| 2. Profit | 6. Bonus or incentive payments |
| 3. Vehicle & transportation expenses | 7. Communications |
| 4. Small tools | 8. Supervision |

PROPOSAL REQUEST

McKinna Elementary School

Number

13

Contractor Bernards

Owner Oxnard School District

Contract Start Date 07.16.18

Date Issued 04.23.19

Submit a cost proposal to complete the work described below. The proposal must meet the requirements of the General Conditions in format and delivered to the Architect in the number of days so-noted. The Contractor is at risk for rework costs if the proposal is not received in the time period specified.

Subject: Marker and Tack Boards and Coat Hooks Revision

See attached interior elevations for revised design of marker boards, tack boards, and coat hooks.

	<input checked="" type="checkbox"/> Answered	<input type="checkbox"/> Pending
	RFI #: 309	
	Description:	
	Markerboard and Tray Stud Attachment	

This is not a change of contract. Do not proceed with the work described until notified by the Owner.

Attachments

None

**Lead
Signature**

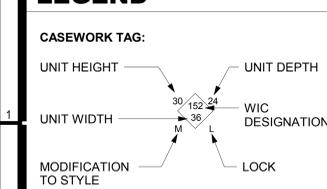


Kevin Griendling, AIA
Perkins Eastman Dougherty

**PERKINS
— EASTMAN
Dougherty**



INT. ELEVATION LEGEND



CASEWORK NOTES:
 1. PROVIDE LOCKS FOR CABINET DRAWERS AND DOORS, TYP.
 2. REFER TO MANUAL OF MILLWORK BY WOODWORK INSTITUTE OF CALIFORNIA FOR WIC DESIGNATION.

BACKING FOR CASEWORK MOUNTING:



SLIDING MARKERBOARD PANEL:



TACKABLE WALL:



VIDEO DISPLAY MOUNT:



SINK CABINET:

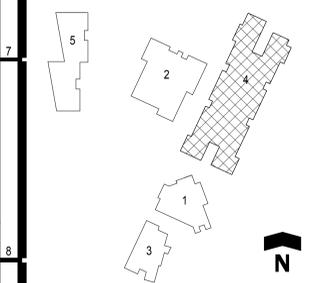


SLIDING MARKER BOARD:



INTERIOR ELEVATION NOTES

- CLASSROOM INTERIOR ELEVATIONS ARE SHOWN IN ONE ORIENTATION WITH SIMILAR ROOMS INDICATED. SEE THE FLOOR PLANS FOR MIRRORED AND REVERSED CONDITIONS AND COORDINATE INSTALLATION.
- 1/2" SQUARE REGLET REVEAL REFER TO A551
- PER TABLES 11B-604.9, 11B-606.3, 11B-606.3, AND FIGURE 11B-306.3, KINDERGARTEN SINK ELEVATIONS 31" MAX TO RIM, PARALLEL APPROACH PERMITTED.



IDENTIFICATION STAMP
 DIVISION OF REGULATION CT SERVICES

FILE NO: 56-22
 AC: 03-118371
 DATE: _____

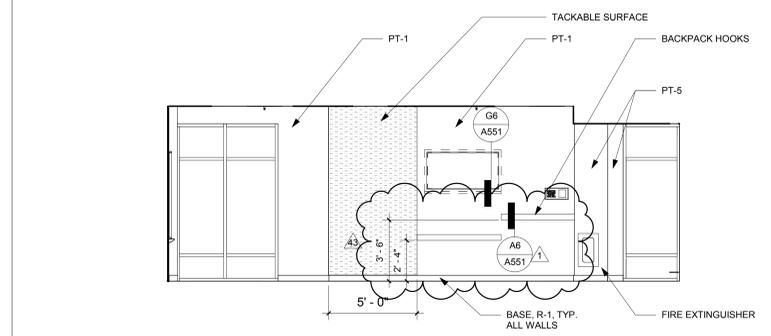


MCKINNA ELEMENTARY SCHOOL RECONSTRUCTION
 OXNARD SCHOOL DISTRICT
 16111 SOUTH J STREET, OXNARD, CA 93033

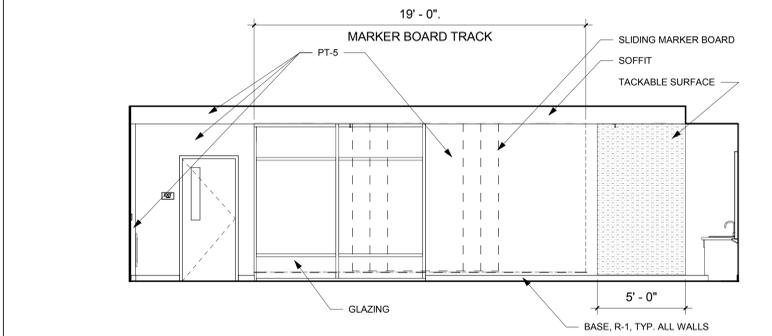
JOB	21710.00
SCALE	AS NOTED
PM	DM
DATE	02/09/2017
ADD 1	04.17.18
PR_012	04.02.19
PR_13	04.23.19

CLASSROOM (B4) INTERIOR ELEVATIONS

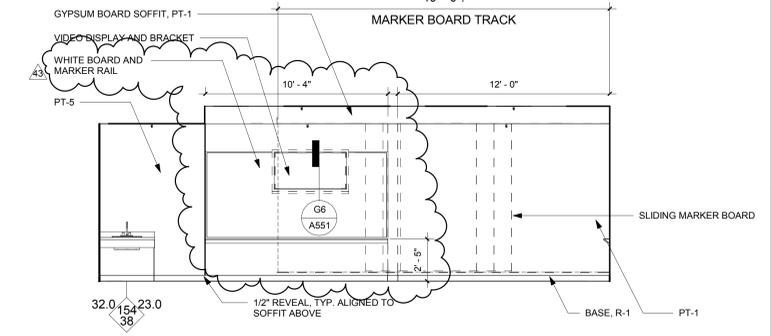
A402



CLASSROOM 401 - NORTH ELEVATION J2
 SIMILAR FOR CLASSROOMS 402, 412, 431, 432, 442
 1/4" = 1'-0"



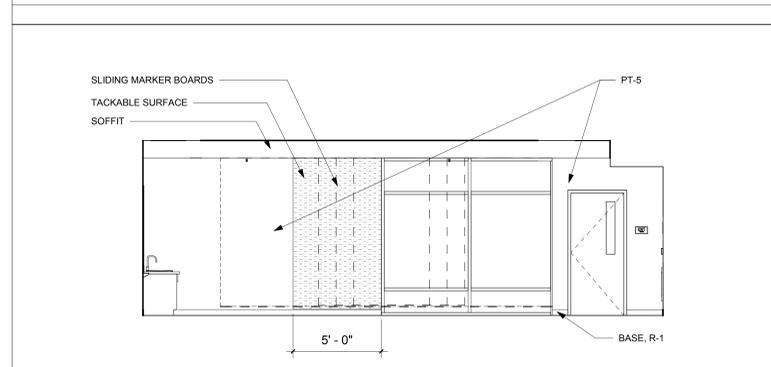
CLASSROOM 401 - EAST ELEVATION E2
 SIMILAR FOR CLASSROOMS 402, 412, 431, 432, 442
 1/4" = 1'-0"



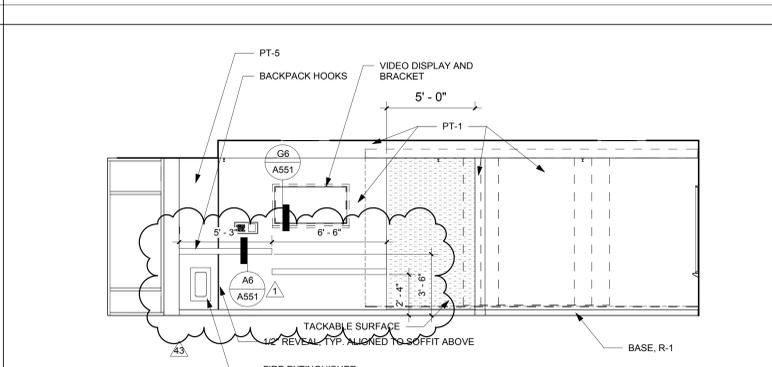
CLASSROOM 401 - SOUTH ELEVATION A2
 SIMILAR FOR CLASSROOMS 402, 412, 431, 432, 442
 1/4" = 1'-0"



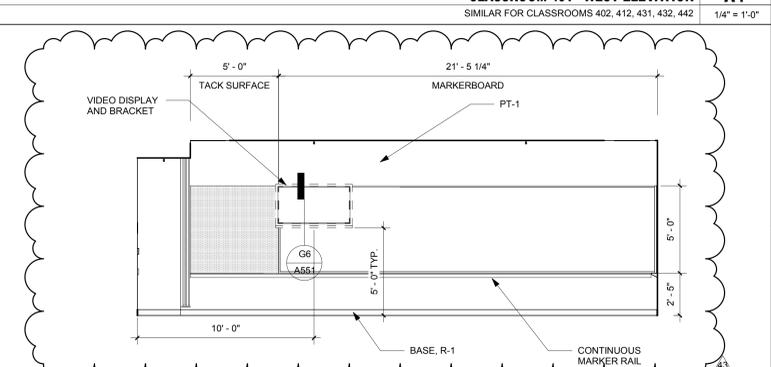
CLASSROOM 401 - WEST ELEVATION A4
 SIMILAR FOR CLASSROOMS 402, 412, 431, 432, 442
 1/4" = 1'-0"



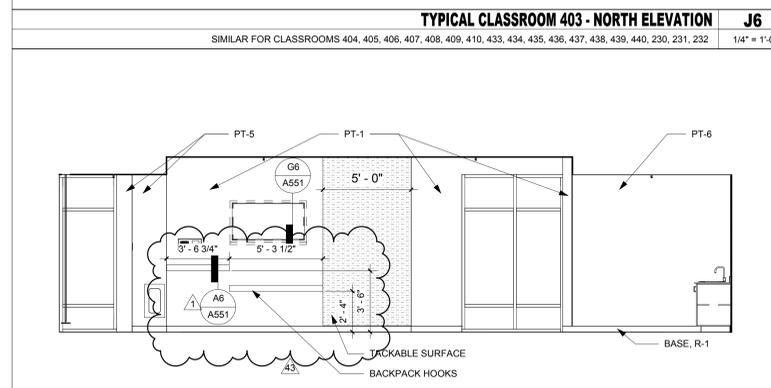
TYPICAL CLASSROOM 403 - NORTH ELEVATION J6
 SIMILAR FOR CLASSROOMS 404, 405, 406, 407, 408, 409, 410, 433, 434, 435, 436, 437, 438, 439, 440, 230, 231, 232
 1/4" = 1'-0"



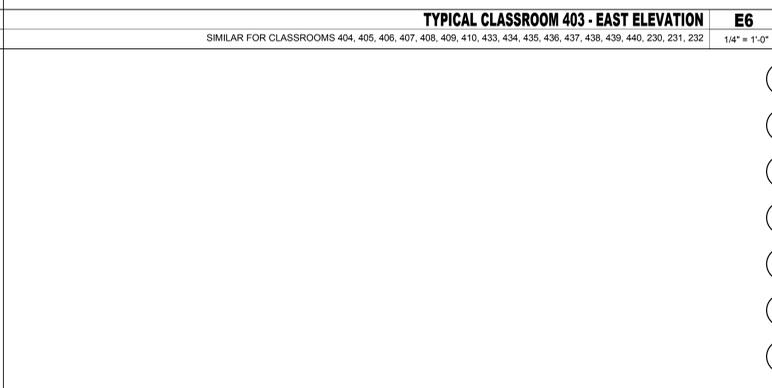
TYPICAL CLASSROOM 403 - EAST ELEVATION E6
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 1/4" = 1'-0"



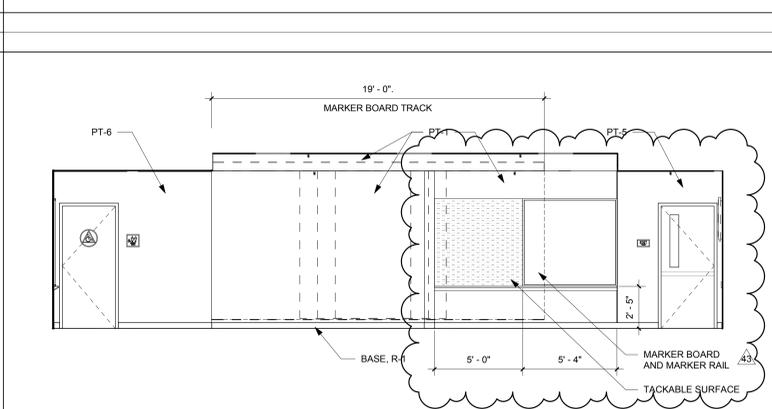
TYPICAL CLASSROOM 403 - SOUTH ELEVATION A6
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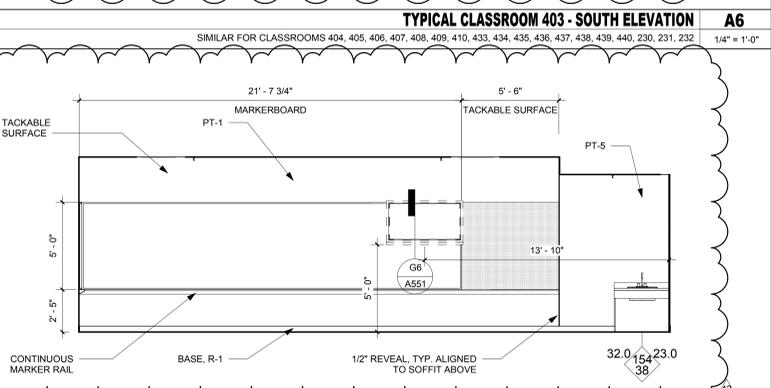
CLASSROOM 411 - NORTH ELEVATION J8
 SIMILAR FOR CLASSROOMS 441
 1/4" = 1'-0"



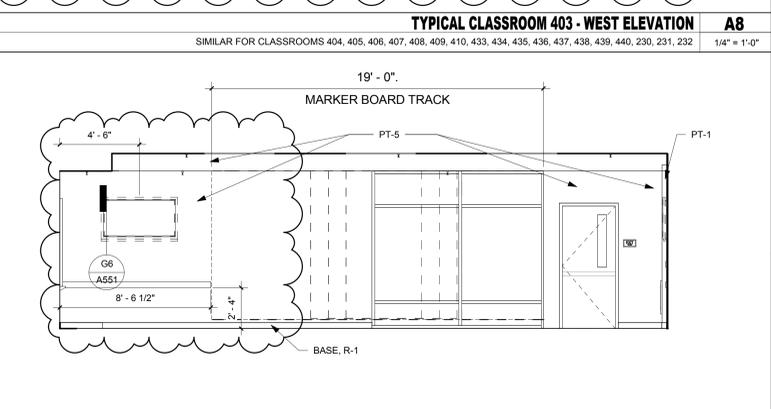
CLASSROOM 411 - EAST ELEVATION J10
 SIMILAR FOR CLASSROOMS 441
 1/4" = 1'-0"



CLASSROOM 411 - SOUTH ELEVATION E10
 SIMILAR FOR CLASSROOMS 441
 1/4" = 1'-0"



TYPICAL CLASSROOM 403 - WEST ELEVATION A8
 SIMILAR FOR CLASSROOMS 404, 405, 406, 407, 408, 409, 410, 433, 434, 435, 436, 437, 438, 439, 440, 230, 231, 232
 1/4" = 1'-0"

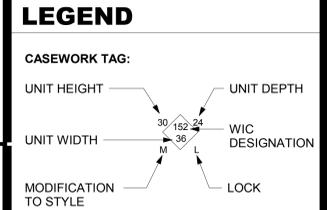


CLASSROOM 411 - WEST ELEVATION A10
 SIMILAR FOR CLASSROOMS 441
 1/4" = 1'-0"

M L K J H G F E D C B A



INT. ELEVATION LEGEND



CASEWORK NOTES:
 1. PROVIDE LOCKS FOR CABINET DRAWERS AND DOORS, TYP.
 2. REFER TO MANUAL OF MILLWORK BY WOODWORK INSTITUTE OF CALIFORNIA FOR WI DESIGNATION.

BACKING FOR CASEWORK MOUNTING:



SLIDING MARKERBOARD PANEL:



TACKABLE WALL:



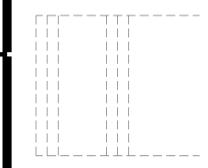
VIDEO DISPLAY MOUNT:



SINK CABINET:

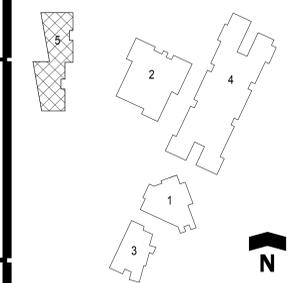


SLIDING MARKER BOARD:



INTERIOR ELEVATION NOTES

- CLASSROOM INTERIOR ELEVATIONS ARE SHOWN IN ONE ORIENTATION WITH SIMILAR ROOMS INDICATED. SEE THE FLOOR PLANS FOR MIRRORED AND REVERSED CONDITIONS AND COORDINATE INSTALLATION.
- 1/2" SQUARE REGLET REVEAL REFER TO A551
- PER TABLES 11B-604.9, 11B-606.3, 11B-606.3, AND FIGURE 11B-306.3, KINDERGARTEN SINK ELEVATIONS 31" MAX TO RIM, PARALLEL APPROACH PERMITTED.



IDENTIFICATION STAMP
 DIVISION OF REGULATION CT SERVICES
 FILE NO: 56-22
 AR: 03-118371
 AC: FLS SS
 DATE: _____

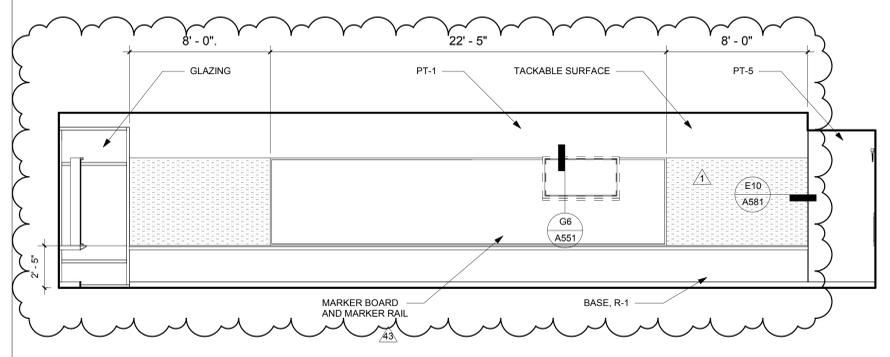


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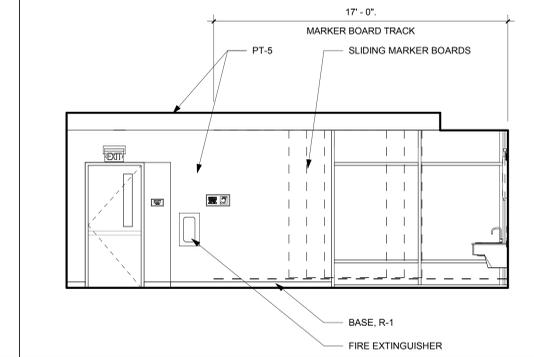
MCKINNA ELEMENTARY SCHOOL RECONSTRUCTION
 OXNARD SCHOOL DISTRICT
 16111 SOUTH J STREET, OXNARD, CA 93033

KINDERGARTEN (B5) INTERIOR ELEVATIONS

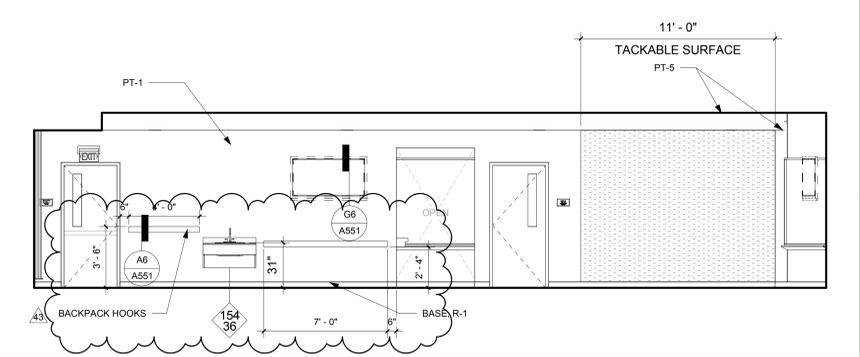
A404



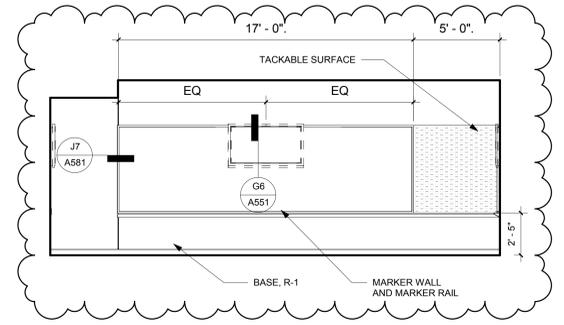
KINDERGARTEN CLASSROOM 502 - NORTH ELEVATION H2
 1/4" = 1'-0"



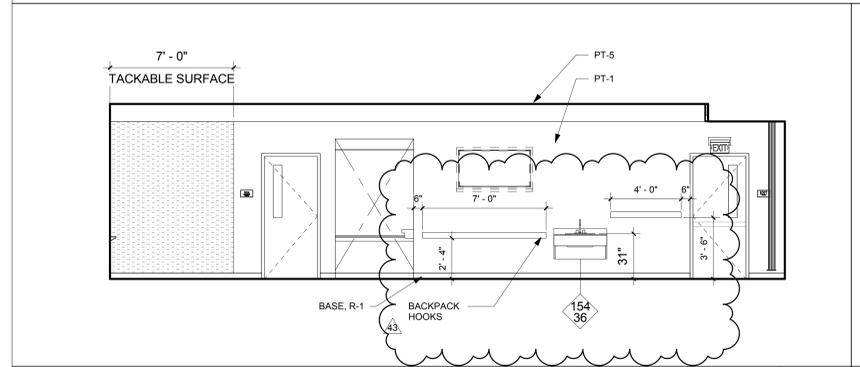
KINDERGARTEN CLASSROOM 502 - EAST ELEVATION E2
 1/4" = 1'-0"



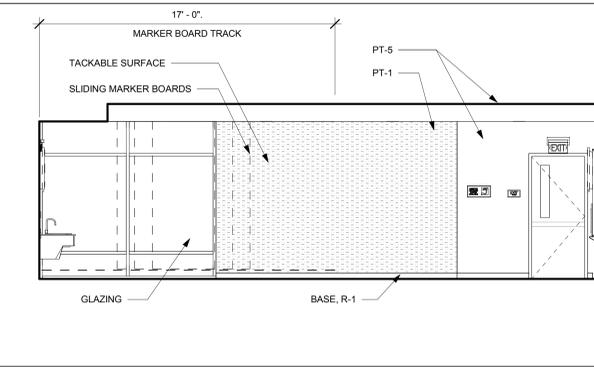
KINDERGARTEN CLASSROOM 502 - SOUTH ELEVATION A2
 1/4" = 1'-0"



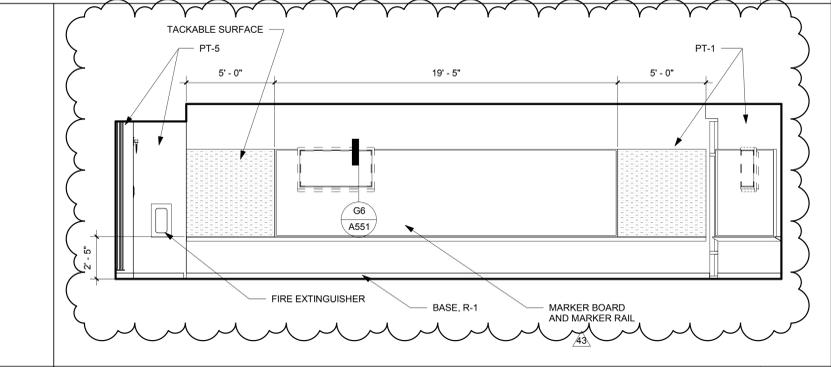
KINDERGARTEN CLASSROOM 502 - WEST ELEVATION A4
 1/4" = 1'-0"



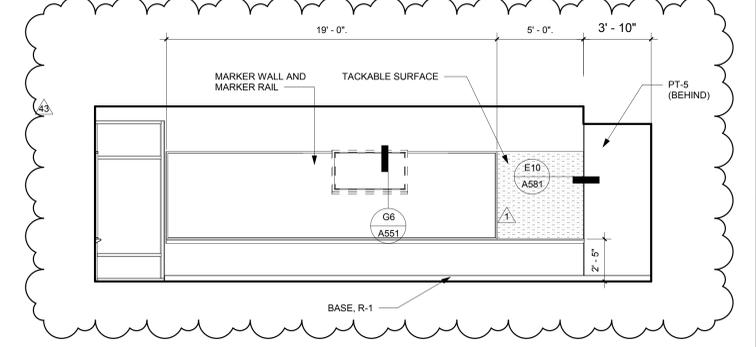
KINDERGARTEN CLASSROOM 501 - NORTH ELEVATION H6
 1/4" = 1'-0"



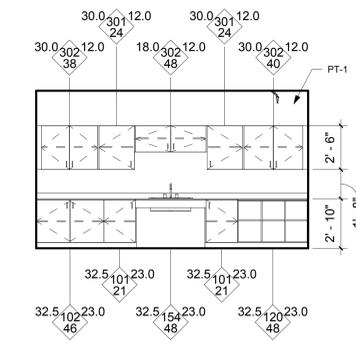
KINDERGARTEN CLASSROOM 501 - EAST ELEVATION E6
 1/4" = 1'-0"



KINDERGARTEN CLASSROOM 501 - SOUTH ELEVATION A6
 1/4" = 1'-0"



KINDERGARTEN CLASSROOM 501 - WEST ELEVATION A8
 1/4" = 1'-0"



TEACHER WORK ROOM 506 AND 510 - WEST ELEVATION A10
 1/4" = 1'-0"

M L K J H G F E D C B A

CONSTRUCTION SERVICES AGREEMENT

This Construction Services Agreement (hereinafter referred to as the "Agreement") is entered into this 21st day of June, 2017, by and between the Oxnard School District, a California school district organized and existing under the laws of the State of California (hereinafter referred to as the "District") and Bernards which is a contractor licensed by the State of California, with its principal place of business at 555 First Street, San Fernando, CA 91340 (hereinafter referred to as "Contractor").

WHEREAS, the District operates McKinna Elementary School, located at 1611 South J Street, Oxnard, California 93033 (hereinafter referred to as the "School Facility"); and

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

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

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

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

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

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

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

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

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

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

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

SECTION 1. DEFINITIONS

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

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

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

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with any duly authorized and executed amendment(s) thereto, pursuant to which the District leases the Site to Contractor.

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

SECTION 2. CONTRACTOR'S DUTIES AND STATUS

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

SECTION 3. ADDITIONAL SERVICES

If the District requests Contractor to perform additional services not described in this Agreement, Contractor shall provide a cost estimate and a written description of the additional work necessary to complete such additional services. The cost for such additional services shall be negotiated and agreed upon in writing in advance of Contractor performing or contracting for such additional services, and such cost shall be used to adjust the GMP established pursuant to Section 5 hereof. In the absence of a written agreement, the District will not compensate Contractor for additional services, will not adjust the GMP for such additional services, and Contractor will not be required to perform them. It is understood and

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OXNARD SCHOOL DISTRICT

CONSTRUCTION SERVICES AGREEMENT

McKinna Elementary School Project

June 21st, 2017

agreed that if Contractor performs any services that it claims are additional services without receiving prior written approval from the District Board of Education, Contractor shall not be paid for such claimed additional services and the GMP will not be adjusted. Nothing in this Agreement shall be construed as limiting the valuation of such additional services and amount that the GMP will be adjusted for such additional services, should a written agreement for such services be executed by the parties. Notwithstanding the foregoing, Contractor shall not be entitled to compensation, nor will the GMP be adjusted, for additional services required as a result of Contractor's acts, errors or omissions.

SECTION 4. OWNERSHIP OF PLANS AND DOCUMENTS

All original field notes, written reports, drawings, specifications, Construction Documents, and other documents, produced or developed for the Project are the property of the District, regardless of whether the Project is constructed, and shall be furnished to the District. Such documents are not to be used by Contractor or by the Subcontractors on other work nor shall Contractor nor the Subcontractors claim any right to such documents. This shall not deprive Contractor from retaining electronic data or other reproducible copies of the Construction Documents or the right to reuse information contained in them in the normal course of Contractor's professional activities.

SECTION 5. ESTABLISHMENT OF GUARANTEED MAXIMUM PRICE

The "GMP" for the Project shall be Two Hundred Twenty-Nine Thousand Three Hundred Twenty-two and No Hundredths (\$229,322.00). The GMP consists of (1) a Preconstruction Fee only in the amount of Two Hundred Twenty-Nine Thousand Three Hundred Twenty-two and No Hundredths (\$229,322.00), (2) a Sublease Tenant Improvement and (3) a Contractor Contingency and Sublease Payments to be negotiated as an amendment to this agreement pursuant to terms and payment schedule as amended and set forth in the Sublease. THE "GMP" WILL NOT BE ESTABLISHED UNTIL DSA HAS APPROVED THE FINAL PLANS AND SPECIFICATIONS AND THE BOARD APPROVES IT PRIOR TO NTP FOR CONSTRUCTION. The GMP will then be brought to the Board of Trustees as an amendment to this section of this agreement. Until such time this section will remain as a Preconstruction Fee only, the Site Lease and Sublease will not begin and the Contractor will proceed with Preconstruction Services as set forth in **Exhibit B** with an NTP for Preconstruction from the District.

The GMP is based upon the DSA approved plans and specifications to exist after this Agreement is entered into between Contractor and the District, and more fully described and referenced in the Scope of Work to be set forth in **Exhibit A** attached hereto. Prior to DSA approval Contractor will perform Preconstruction Services to assist in designing the project and as set forth in **Exhibit B**. After preconstruction services, DSA approval of plans and

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specifications, and the establishment of the GMP the Contractor shall assume the risk of cost overruns which were not foreseeable at the time this Agreement is entered into and the GMP determined, except for undocumented events of the type set forth in Section 19 hereof, work mandated by an outside agency after issuance of Construction Documents that could not have been reasonably foreseen from review of the Contract Documents, or costs arising from undocumented geotechnical issues. Contractor acknowledges that (i) Contractor has conducted a site inspection and is familiar with the site conditions based on records, studies and visible conditions relating to construction and labor and (ii) Contractor has reviewed the Contract Documents and is familiar with the contents thereof. District directed changes to the scope of the Project not contemplated in the Scope of Work shall be deemed Extra Work/Modifications pursuant to the procedures set forth in Section 10 of this Agreement. The GMP shall include, but not be limited to, increases in labor and materials. The GMP has been used to calculate the Tenant Improvement Payments and the Sublease Payments to be paid by the District to Contractor pursuant to the Sublease. The GMP includes the cost of all labor, materials, equipment, general conditions, overhead, profit and a Contractor Contingency as indicated above.

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

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

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

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OXNARD SCHOOL DISTRICT

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McKinna Elementary School Project

June 21st, 2017

SECTION 6. NOTICE TO PROCEED WITH PRECONSTRUCTION AND CONSTRUCTION

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

Upon receipt of an approved GMP, the District shall issue a notice to Contractor to proceed with the Construction of the Project. In the event that a Notice to Proceed with Construction is not issued for the Project, the Site Lease and the Sublease shall terminate upon written notice from the District to Contractor that a Notice of Proceed will not be issued.

SECTION 7. SAVINGS

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

SECTION 8. SELECTION OF SUBCONTRACTORS

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

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with this provision, the District may terminate this Agreement in accordance with the provisions of the General Conditions. Subcontractors awarded contracts by Contractor shall be afforded all the rights and protections of listed subcontractors under the provisions of the Subletting and Subcontracting Fair Practices Act (Public Contract Code Section 4100, et seq.).

SECTION 9. CONSTRUCTION SCOPE OF WORK

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

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OXNARD SCHOOL DISTRICT

CONSTRUCTION SERVICES AGREEMENT

McKinna Elementary School Project

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- F. The District shall cause the appropriate professionals to stamp and sign, as required, the original Construction Documents or parts thereof and coordinate the Project's design with all utilities.
- G. Contractor shall, for the benefit of the Subcontractors, attend pre-construction orientation conferences in conjunction with the Architect to set forth the various reporting procedures and site rules prior to the commencement of actual construction. Contractor shall also attend construction and progress meetings with District representatives and other interested parties, as requested by the District, to discuss such matters as procedures, progress problems and scheduling. Contractor shall prepare and promptly distribute official minutes of such meetings to all parties in attendance, including without limitation the District, the Architect and the District Inspector of Record.
- H. Contractor shall incorporate approved changes as they occur, and develop cash flow reports and forecasts for submittal to the District as requested. Contractor shall provide regular monitoring of the approved estimates for Construction costs, showing actual costs for activities in progress, and estimates for uncompleted tasks. Contractor shall maintain cost accounting records on authorized additional services or work performed under unit costs, additional work performed on the basis of actual costs of labor and materials, and for other work requiring accounting records.
- I. Contractor shall record the progress of the Project and shall submit monthly written progress reports to the District and the Architect including information on the entire Project, showing percentages of completion and the number and amounts of proposed Extra Work/Modifications and their effect on the construction costs as of the date of each respective report.
- J. Contractor shall keep a log containing a record of weather, Subcontractors, work on the site, number of workers, work accomplished, problems encountered, and other similar relevant data as the District may require. Contractor shall make the log available to the District, the Architect, and the District's project manager. The District shall be promptly advised on all anticipated delays in the Project.
- K. The District shall bear the cost for the DSA Inspector, soils testing, DSA or other regulatory agency fees, and special testing required in the construction of the Project. If additional review or permits become necessary for reasons not due to Contractor's fault or because of DSA or regulatory agency requirements or regulations implemented after the date the Final GMP is established and not reasonably anticipated at the time the Final GMP is established, Contractor may seek additional compensation for the cost of that review as an additional cost. In the alternative, the District may pay such costs directly.

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SECTION 10. EXTRA WORK/MODIFICATIONS

- A. The District may prescribe or approve additional work or a modification of requirements or of methods of performing the Construction which differ from the work or requirements set forth in the Construction Documents ("Extra Work/Modifications"); and for such purposes the District may at any time during the life of this Agreement, by written order, make such changes as it shall find necessary in the design, line, grade, form, location, dimensions, plan, or material of any part of the work or equipment specified in this Agreement or in the Construction Documents, or in the quantity or character of the work or equipment to be furnished. In the event conditions develop which, in the opinion of Contractor, makes strict compliance with the specifications impractical, Contractor shall notify the District of the need for Extra Work/Modifications by placing the matter on the agenda of regularly scheduled construction meetings with the District for discussion as soon as practicable after the need for the Extra Work/Modifications is determined. Additionally, Contractor shall submit to the District for its consideration and approval or disapproval, a written request for Extra Work/Modifications before such work is performed. If the District approves the request in writing, the costs of the Extra Work/Modification shall be added to or deducted from the GMP or the Scope of Work shall be modified to complete the Project within the GMP, as applicable. Any adjustments to the GMP will result in an adjustment of the Tenant Improvement Payment and, if applicable, the Sublease Payments.
- B. Extra Work/Modifications include work related to unforeseen underground conditions if, and only if, such conditions are not visible or identified on plans, reports or other documents available to Contractor. Extra Work/Modifications do not include underground conditions that are identified on plans, reports or other documents available to Contractor but are in a location different than is set forth on such plans, reports or other documents available to Contractor. It should be noted, however, that the District has advised and provided Contractor with information regarding the shallow water table and recent projects experience with encountering water when digging. Contractor has included in its calculation of the GMP an amount to mitigate for encountering water when completing the scope of work contemplated herein. Therefore, Extra Work/Modifications do not include expenses incurred by, and/or work performed by, Contractor in connection with such shallow water table and with encountering water when digging.
- C. Should Contractor claim that any instruction, request, drawing, specification, action, condition, omission, default or other situation (i) obligates the District to increase the GMP; or (ii) obligates the District to grant an extension of time for the completion of

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this Agreement; or (iii) constitutes a waiver of any provision in this Agreement, CONTRACTOR SHALL NOTIFY THE DISTRICT, IN WRITING, OF SUCH CLAIM AS SOON AS POSSIBLE, BUT IN NO EVENT WITHIN MORE THAN TEN (10) DAYS FROM THE DATE CONTRACTOR HAS ACTUAL OR CONSTRUCTIVE NOTICE OF THE CLAIM. CONTRACTOR SHALL ALSO PROVIDE THE DISTRICT WITH SUFFICIENT WRITTEN DOCUMENTATION SUPPORTING THE FACTUAL BASIS OF THE CLAIM including items used in valuing said claim. Contractor shall be required to certify under penalty of perjury the validity and accuracy of any claims submitted. Contractor's failure to notify the District within such ten (10) day period shall be deemed a waiver and relinquishment of the claim against the District.

- D. Expenses of reconstruction and/or costs to replace and/or repair damaged materials and supplies, provided that Contractor is not fully compensated for such expenses and/or costs by insurance or otherwise, shall be included in an increase to the GMP if said expenses are the result of the negligent acts or omissions of the District, or its principals, agents, servants, or employees.

SECTION 11. NOT USED

SECTION 12. PERSONNEL ASSIGNMENT

- A. Contractor shall assign TBD as Project Manager/Superintendent for the Project. So long as TBD remains in the employ of Contractor, such person shall not be changed or substituted from the Project, or cease to be fully committed to the Project except as provided in this Section. In the event Contractor deems it necessary, Contractor shall replace the manager and/or the superintendent for the Project with a replacement with like qualifications and experience, subject to the prior written consent of the District, which consent shall not be unreasonably withheld. Any violation of the terms of paragraph A of this Section 12 shall entitle the District to terminate this Agreement for breach, pursuant to the provisions of the General Conditions.
- B. Notwithstanding the foregoing provisions of paragraph A of Section 12, above, if any manager and/or superintendent proves not to be satisfactory to the District, upon written notice from the District to Contractor, such person(s) shall be promptly replaced by a person who is acceptable to the District in accordance with the following procedures: Within five (5) business days after receipt of a notice from the District requesting replacement of any manager and/or superintendent or discovery by Contractor that any manager and/or superintendent is leaving their employ, as the case may be, Contractor shall provide the District with the name of an acceptable replacement/substitution together with such information as the District may reasonably request about such replacement/substitution. The replacement/substitution shall commence work on the Project no later than five (5)

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business days following the District's approval of such replacement, which approval shall not be unreasonably withheld. If the District and Contractor cannot agree as to the replacement/substitution, the District shall be entitled to terminate this Agreement for breach pursuant to the provisions of the General Conditions.

SECTION 13. BONDING REQUIREMENTS

Contractor shall fully comply with the requirements set forth in Section 6.9 of the General Conditions.

SECTION 14. PAYMENTS TO CONTRACTOR

- A. Contractor shall finance the cost of construction of the Project which costs shall not exceed the GMP, which shall not be adjusted except as otherwise provided in this Agreement. The District shall pay Contractor Tenant Improvement Payments and Sublease Payments pursuant to the terms and conditions of Section 6 of the Sublease. In the event of a dispute between the District and Contractor, the District may withhold from the Tenant Improvement Payments and the Sublease Payments an amount not to exceed one hundred fifty percent (150%) of the disputed amount.
- B. This Agreement is subject to the provisions of California Public Contract Code Sections 7107, 7201 and 20104.50 as they may from time to time be amended.
- C. For purposes of this Agreement, the acceptance by the District means acceptance made only by an action of the governing body of the District in session. Acceptance by Contractor of the final Tenant Improvement Payment or the Sublease Payment, as the case may be, shall constitute a waiver of all claims against the District related to those amounts.

SECTION 15. CONTRACTOR'S CONTINUING RESPONSIBILITY

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

SECTION 16. INSURANCE

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

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OXNARD SCHOOL DISTRICT

CONSTRUCTION SERVICES AGREEMENT

McKinna Elementary School Project

June 21st, 2017

SECTION 17. USE OF PREMISES

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

SECTION 18. SITE REPRESENTATIONS

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

SECTION 19. HAZARDOUS WASTE AND UNKNOWN PHYSICAL CONDITIONS

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

- A. If the District has identified the presence of hazardous materials on or in proximity to the Site (the "Pre-existing Hazardous Materials"), Contractor shall review all information provided by the District that characterizes the Pre-existing Hazardous Materials and shall take the actions approved by DTSC and issued by the District necessary to address the Pre-existing Hazardous Materials in the performance of the work. Contractor shall conduct the work based on this information issued at the time contract documents are executed. Contractor shall immediately communicate, in writing, any variances from available information to the District.
- B. The District will retain an additional independent environmental consultant to perform the investigation, inspection, testing, assessment, sampling and analysis necessary to prepare and recommend a remediation plan for the Pre-existing Hazardous Materials for the District's approval (the "Remediation Plan").

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- C. The District will retain title to all Pre-existing Hazardous Materials encountered during the work. This does not include hazardous material generated by Contractor, including but not limited to used motor oils, lubricants, cleaners, etc. Contractor shall dispose of such hazardous waste in accordance with the provisions of the Contract Documents, as well as local, State and Federal laws and regulations. The District will be shown as the hazardous waste generator and will sign all hazardous waste shipment manifests for non-Contractor generated hazardous waste. Nothing contained within these Contract Documents shall be construed or interpreted as requiring Contractor to assume the status of owner or generator of hazardous waste substances for non-Contractor generated hazardous wastes.
- D. Except as otherwise provided herein, it is the responsibility of Contractor to obtain governmental approvals relating to Hazardous Materials Management, including Federal and State surface water and groundwater discharge permits and permits for recycling and reuse of hazardous materials for all work noted in the contract documents. Contractor shall be responsible for coordinating compliance with such governmental approvals and applicable governmental rules with the District's hazardous materials consultant, including those governing the preparation of waste profiles, waste manifests, and bills of lading. If Contractor encounters hazardous materials, it shall immediately notify the District in writing. The District, Consultant and Contractor shall jointly establish the plan for disposition and actions to be taken with respect to the hazardous materials, subject to final written approval by the District.
- E. If, during construction, Contractor encounters materials, conditions, waste, contaminated groundwater or substances, not identified in the District's assessment report, that Contractor reasonably suspects are hazardous materials, Contractor shall stop the affected portion of the work, secure the area, promptly notify the District, and take reasonable measures to mitigate the impact of such work stoppage. The District shall retain the services of an environmental consultant to perform investigation, inspection, testing, assessment, sampling and analysis of the suspect materials, conditions, waste, groundwater or substances.
- (1) Found Not to be Hazardous Materials. If the environmental consultant determines that the materials, conditions, waste, contaminated groundwater or substances do not constitute hazardous materials, Contractor shall recommence the suspended work.
- (2) Found to be Hazardous Materials. If the environmental consultant determines that the materials, conditions, waste, contaminated groundwater or substances constitute hazardous materials and such hazardous materials require remediation and disposal, then the District, Consultant and Contractor shall jointly establish the plan for disposition and actions to be taken with respect to the hazardous

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materials, subject to final written approval by the District. All such costs shall be the responsibility of the District.

F. Exacerbation of Pre-Existing Hazardous Materials.

If during construction Contractor encounters pre-existing environmental conditions that it knew or should have known involve hazardous materials (the "Point of Discovery") (which encounters may include an unavoidable release or releases of hazardous materials) then Contractor must immediately stop the affected portion of the work. If Contractor fails to immediately stop the affected portion of the work after the Point of Discovery, then Contractor is solely responsible for any resultant Exacerbation Cost. "Exacerbate," in all its forms, means the worsening effects of Contractor's failure to stop the affected portion of work after the Point of Discovery. "Exacerbation Cost" means the differential between (i) the actual increase in the cost of remediation and delays to the Project attributable to pre-existing environmental conditions involving hazardous substances, and (ii) the cost thereof or delays thereto had Contractor immediately stopped the affected portion of the work after the Point of Discovery. The standard of "should have known" applies to Contractor's supervisory personnel, whether or not on the Site. Contractor's supervisory personnel must have had the hazardous material training required by applicable OSHA and Cal OSHA rules or regulations.

SECTION 20. INDEPENDENT CONTRACTOR

- A. Contractor is retained as an independent contractor and is not employed by the District. No employee or agent of Contractor shall become, or be considered to be, an employee of the District for any purpose. It is agreed that the District is interested only in the results obtained from service under this Agreement and that Contractor shall perform as an independent contractor with sole control of the manner and means of performing the services required under this Agreement. Contractor shall complete this Agreement according to its own methods of work which shall be in the exclusive charge and control of Contractor and which shall not be subject to control or supervision by the District except as to results of the work. It is expressly understood and agreed that Contractor and its employees shall in no event be entitled to any benefits to which the District employees are entitled, including, but not limited to, overtime, retirement benefits, insurance, vacation, worker's compensation benefits, sick or injury leave or other benefits.
- B. Contractor shall be responsible for all salaries, payments, and benefits for all of its officers, agents, and employees in performing services pursuant to this Agreement.

SECTION 21. ACCOUNTING RECORDS

Contractor, and all Subcontractors, shall check all materials, equipment and labor entering into the work and shall keep or cause to be kept such full and detailed accounts as may be necessary for proper financial management under this Agreement, including true and complete books, records and accounts of all financial transactions in the course of their activities and operations related to the Project. These documents include sales slips, invoices, payrolls, personnel records, requests for Subcontractor payment, and other data relating to all matters covered by the Contract Documents (the "Data"). The Data shall be maintained for ten (10) years from the latest expiration of the term (as such may be extended) of any of the Contract Documents. Contractor shall use its best efforts to cause its Subcontractors to keep or cause to be kept true and complete books, records and accounts of all financial transactions in the course of its activities and operations related to the Project. Upon completion of the Project, Contractor shall provide the District with one (1) complete copy of the Data.

The District, at its own costs, shall have the right to review and audit, upon reasonable notice, the books and records of Contractor and any Subcontractors concerning any monies associated with the Project.

SECTION 22. PERSONAL LIABILITY

Neither the trustees, officers, employees, or agents of District, the District's representative, or Architect shall be personally responsible for any liability arising under the Contract Documents.

SECTION 23. AGREEMENT MODIFICATIONS

No waiver, alteration or modification of any of the provisions of this Agreement shall be binding upon either the District or Contractor unless the same shall be in writing and signed by both the District and Contractor.

SECTION 24. NOTICES

Any notices or filings required to be given or made under this Agreement shall be served, given or made in writing upon the District or Contractor, as the case may be, by personal delivery or registered mail (with a copy sent via fax or regular mail) to the respective addresses given below or at such other address as such party may provide in accordance with the provisions herein. Any change in the addresses noted herein shall not be binding upon the other party unless preceded by no less than thirty (30) days prior written notice.

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If to Contractor:

Bernards
555 First Street
San Fernando, CA 91340
Attn: Rick Fochtman

If to the District:

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

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

And with an additional copy to Scott Burkett,
Caldwell Flores Winters, Inc.
6425 Christie Ave., Suite 270
Emeryville, CA 94608

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

SECTION 25. ASSIGNMENT

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

SECTION 26. PROVISIONS REQUIRED BY LAW

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

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OXNARD SCHOOL DISTRICT

CONSTRUCTION SERVICES AGREEMENT

McKinna Elementary School Project

June 21st, 2017

SECTION 27. HEADINGS

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

SECTION 28. APPLICABLE LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of California. The parties irrevocably agree that any action, suit or proceeding by or among the District and Contractor shall be brought in whichever of the Superior Courts of the State of California, Ventura County, or the Federal Court for the Central District of California in Los Angeles, California, has subject matter jurisdiction over the dispute and waive any objection that they may now or hereafter have regarding the choice of forum whether on personal jurisdiction, venue, forum non conveniens or on any other ground.

SECTION 29. SUCCESSION OF RIGHTS AND OBLIGATIONS

All rights and obligations under this Agreement shall inure to and be binding upon the successors and assigns of the parties hereto.

SECTION 30. NOTIFICATION OF THIRD PARTY CLAIMS

The District shall provide Contractor with timely notification of the receipt by the District of any third-party claim relating to this Agreement, and the District may charge back to Contractor the cost of any such notification.

SECTION 31. SEVERABILITY

If any one or more of the terms, covenants or conditions of this Agreement shall to any extent be declared invalid, unenforceable, void or voidable for any reason whatsoever by a court of competent jurisdiction, the finding or order or decree of which becomes final, none of the remaining terms, provisions, covenants and conditions of the Contract Documents shall be affected thereby, and each provision of the Contract Documents shall be valid and enforceable to the fullest extent permitted by law.

SECTION 32. ENTIRE AGREEMENT

This Construction Services Agreement and the additional Contract Documents as defined in paragraph C of Section 1 herein, including the Site Lease, the Sublease, and the Specifications, drawings, and plans constitute the entire agreement between Contractor and the

District. The Contract Documents shall not be amended, altered, changed, modified or terminated without the written consent of both parties hereto, except as otherwise provided in Section 10 hereof.

SECTION 33. EXECUTION IN COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument.

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

CONTRACTOR:

Bernards
555 First Street
San Fernando, CA 91340
Rick Fochtman, Vice President

THE DISTRICT:

Oxnard School District,
a California school district
1051 South A Street
Oxnard, California 93030
Lisa A. Franz, Director, Purchasing

By: Rick Falt
Title: Executive VP
Date: 6.30.2017

By: Lisa A. Franz
Title: Director, Purchasing
Date: 8-11-17

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EXHIBIT A

Scope of Work (Plans & Specifications)

To be Designed and Approved by the Division of State Architects of the
State of California

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OXNARD SCHOOL DISTRICT

McKinna Elementary School Project

CONSTRUCTION SERVICES AGREEMENT

June 21st, 2017

EXHIBIT B

Oxnard School District – McKinna ES Project

Preconstruction Services

The District desires to retain a professional construction firm (hereafter "CONTRACTOR") to provide certain professional pre-construction services related to the Project plans and specifications for the purpose of designing the project to budget and eliminating unforeseen circumstances, errors, omissions and ambiguities in the construction documents prepared by the Architect. The fee for this set of services will be **Two Hundred Twenty-Nine Thousand Three Hundred Twenty-two and No Hundredths (\$229,322.00)**, to be paid monthly on a design progress basis.

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

1. Professional Construction Cost-Estimation Services

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

2. Professional Constructability Review

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

3. Value Engineering Services

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

4. Building Information Modeling (BIM) Services

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

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

5. Construction Scheduling Services

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

6. Cooperation and Attendance at Design Meetings

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

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

7. Schedule for Pre-Construction Services.

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

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

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

CONTRACTOR:

THE DISTRICT:

Oxnard School District,
a California school district

By: Rich Foeltz

By: Lisa A. Franz

Title: Executive Vice President

Title: Lisa A. Franz, Director, Purchasing

Date: 6.30.2017

Date: 8-11-17

OSD BOARD AGENDA ITEM

Name of Contributor: Betsy George

Date of Meeting: June 24, 2020

Agenda Section: Section C: Facilities Agreement

Approval of Contractor Contingency Allocation No. 012 to the McKinna Elementary School Reconstruction Project for an increase of cost for the Work associated with the Project (George/Miller/CFW)

During the Regular Meeting of June 20, 2018, the Board of Trustees approved Construction Services Agreement #17-41 (CSA #17-41) between the Oxnard School District and Bernards Bros. Inc. for the reconstruction of the McKinna Elementary School. CSA #17-41 included a Contractor Contingency Allocation in the amount of Eight Hundred Twenty-Four Thousand Eight Hundred Thirty-Five Dollars and No Cents (\$824,835.00). This Contractor Contingency Allocation fund is for payment of very specific items of work, such as: (1) additional costs resulting from discrepancies in the bid buy-out process; (2) conflicts, discrepancies or errors in the Construction Documents; (3) work required by the Inspector of Record or any governmental agency involved with the permitting or approval/certification process that is not otherwise shown in the Construction Documents; and (4) any other items of cost agreed to in writing by the Contractor and District to be included in the Contractor Contingency Allocation.

CCA No. 012 consists of various proposals relating to the McKinna Reconstruction Project. These CAR's provide for the implementation of various mechanical revisions such as various HVAC ducting modifications located in Building 4, Rooms 401, 402, and 406 thru 411; adding roof screen bracing; installation of additional isolation valves, and installation of additional knee braces in the MPR. CCA No. 012 provides for the Board's consideration and approval of work totaling \$38,216.00, as agreed to in writing by the Contractor and District to be drawn from the Contractor Contingency Allocation line item.

Upon approval of CCA No. 012 Contractor Contingency Allocation funds in the amount of \$695,983.74 will have been utilized to date, and the remaining balance of Contractor Contingency Allocation sum shall be \$128,851.26.

FISCAL IMPACT:

CCA No. 012 will be a COST to the Contractor Contingency line item of CSA #17-41 in the amount of Thirty-Eight Thousand Two Hundred Sixteen Dollars and Zero Cents (\$38,216.00). This allocation will not increase the Project's overall budget. After Board approval of CCA No. 012, the remaining balance of Contractor Contingency will be One Hundred Twenty-Eight Thousand Eight Hundred Fifty-One Dollars and Twenty-Six Cents (\$128,851.26).

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Facilities, in conjunction with Caldwell Flores Winters, Inc., that the Board of Trustees approve CCA No. 012 to CSA #17-41 with Bernards related to the McKinna

Elementary School Reconstruction Project.

ADDITIONAL MATERIALS:

Attached: [#17-41 Contractor Contingency Allocation No. 012 - Bernards - McKinna School Reconstruction Project \(George-Miller-CFW\).pdf](#)
[#17-41 CAR No. 174RO-PR-20 - CCD 005 - ASI 012 \(20 Pages\).pdf](#)
[#17-41 CAR No. 175RO-RFI-211 - Classroom Roof Screen Brace Span \(24 Pages\).pdf](#)
[#17-41 CAR No. 176RO-RFI 120R1 - VRF Heat Recovery Box Isolation Valves \(12 Pages\).pdf](#)
[#17-41 CAR No. 178RO-RFI-323 - MPR Duct Knee Brace Support \(18 Pages\).pdf](#)
[#17-41 CAR No. 179RO-RFI 079R1 - Louver Size and Orientation \(23 Pages\).pdf](#)
[#17-41 MASTER AGREEMENT - Bernards - Lease-Leaseback McKinna Reconstruction Project.pdf](#)



CONTRACTOR CONTINGENCY ALLOCATION APPROVAL

Date: June 24, 2020

CONTRACTOR CONTINGENCY ALLOCATION NO. 012

PROJECT: MCKINNA ELEMENTARY SCHOOL
O.S.D. BID No. N/A
O.S.D. Agreement No. 17-41

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

ARCHITECT Perkins Eastman
3194 D Airport Loop Drive,
Costa Mesa, CA 92626

CONTRACTOR:
Bernards Bros. Inc.
555 First Street
San Fernando, CA 91340
Attn: Carl Magness

Architects Proj. No.: 72538-101
D.S.A. File No.: 56-22
D.S.A. App. No.: 03-118371

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

ORIGINAL CONTRACTOR CONTINGENCY SUM	\$	824,835.00
NET CHANGE – ALL PREVIOUS CONTRACTOR CONTINGENCY ALLOCATION	\$	(657,767.74)
ADJUSTED CONTINGENCY SUM	\$	167,067.26
NET CHANGE	\$	(38,216.00)
<hr/>		
Total Contingency Allocations to Date:	\$	(695,983.74)
ADJUSTED CONTRACTOR CONTINGENCY SUM THROUGH NO.: 012.....	\$	128,851.26

Item	Description	Additional Cost related to Bid/Buy-out	Conflicts, Discrepancies or Errors in the Construction Documents	Additional Work required by IOR, or another Jurisdictional Agency, not in plans	Other Item of Cost agreed to by District and Contractor
1.	CAR No. 174RO-PR-20-CCD_005-ASI 012				\$8,071.00
2.	CAR No. 175RO-RFI-211 - Classroom Roof Screen Brace Span		\$2,972.00		
3.	CAR No. 176RO-RFI-120R1 - VRF Heat Recovery Box Isolation Valves	\$10,433.00			
4.	CAR No. 178RO-RFI-323 - MPR Duct Knee Brace Support	\$4,319.00			
5.	CAR No. 179RO-RFI-079R1 - Louver Size and Orientation		\$12,421.00		
	TOTAL	\$14,752.00	\$15,393.00		\$8,071.00

Total Contractor Contingency Allocation Approval No. 012 \$38,216.00

**NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND ASST. SUPERINTENDENT OR PURCHASING DIRECTOR*

APPROVAL (REQUIRED):

ARCHITECT: _____

DATE: _____

CONTRACTOR: _____

DATE: _____

RECOMMENDED FOR APPROVAL:

DATE: _____

ASSISTANT SUPERINTENDENT, BUSINESS & FISCAL SERVICES

APPROVAL (REQUIRED):

PURCHASING DIRECTOR: _____

DATE: _____



CONTINGENCY ALLOCATION REQUEST

CAR No. 174 R0

Date: 3/15/2020

Project: McKinna Elementary School Reconstruction

DESCRIPTION OF WORK

PR - 20 - CCD 05 - ASI 012

SUMMARY OF ALLOCATIONS

Item Description	Company	Amount Requested
Contractual Costs		
		-8,071
	Subtotal:	-8,071

SUMMARY OF ALLOCATIONS

Item Description	Company	Amount Requested
Subcontract Costs		
	Sheldon Mechanical Corp	8,071
	Subtotal:	8,071
Total Change Order Request Amount:		0

ACKNOWLEDGEMENT

Oxnard School District

Bernards Bros. Inc.

Signature

Signature

Printed Name & Title

Printed Name & Title

Date

Date

REVIEWED

- DOCUMENT CLARIFICATIONS
- AGENCY REVIEW
- FIELD CONDITIONS
- OWNER'S REQUEST
- CONTRACTOR BUYOUT



SHELDON MECHANICAL CORPORATION

November 13, 2019

Bernards
555 1st Street
San Fernando, Ca. 91340

Attn: Mr. Jaime Pace

Subject: McKinna Elementary School
SMC COR #6 CCD #5 R1

Dear Jaime,

Attached is our itemized cost regarding the changes implemented per CCD #5. A credit has been provided for the (2) Ton Ductless Fan Coil Unit tagged IU4-1, however a credit cannot be provided for the (2) Ton Condensing Unit tagged OU4-1 as it was released, and the coils were coated. RV4-1 was also released prior to receiving CCD #5. The blocking has been laid out for our ductwork, refrigerant piping and equipment per our approved Shop Drawings which there are additional costs to re-layout the blocking for the revised ductwork, refrigerant pipe routing and equipment locations.

Cost for SMC COR #6 is \$8,071.00

If you have any questions please call me.

Sincerely,

Dillon J. Boute

Dillon J. Boute

SHELDON MECHANICAL CORPORATION

26015 Avenue Hall, Santa Clarita, CA 91355 Office: (661) 286-1361 Fax: (661) 287-9083
California State Contractors License Number 463722 – C20. C38



SHELDON MECHANICAL CORPORATION

Project		Date		
McKinna Elementary SMC COR #6 R1		11/13/2019		
Description	Ref. Amount	Op	Rate	Amount
MATERIAL:				
DFI Invoice				\$ 685.00
SUBTOTAL				\$ 685.00
MAJOR QUOTATIONS:				
EQUIPMENT:				
USACD				
1 (3) Ton Ductless Split Add				\$ 4,167.00
1 (2) Ton Ductless FC				\$ (843.00)
AIR DISTRIBUTION:				
Haldeman				\$ 55.00
1 Diffuser				
SUBTOTAL				\$ 3,379.00
SALES TAX:				
Material Total	\$ 685.00	%	9.50%	\$ 65.08
Major Quotations Total	\$ 3,379.00	%	7.75%	\$ 261.87
SUBTOTAL				\$ 326.95
FIELD LABOR:				
Re-Layout Blocking for Ductwork, Refrigerant Piping and Equipment		8 *	\$ 118.53	\$ 948.24
Ductwork				
Foreman		4 *	\$ 118.53	\$ 474.12
Journeyman		4 *	\$ 98.37	\$ 393.48
Air Distribution				
Journeyman		1 *	\$ 98.37	\$ 98.37
1 Seismic Shaft				
Foreman		1 *	\$ 118.53	\$ 118.53
Journeyman		1 *	\$ 98.37	\$ 98.37
1 Relief Vent Credit				
Foreman		-1 *	\$ 118.53	\$ (118.53)
Journeyman		-1 *	\$ 98.37	\$ (98.37)
SUBTOTAL				\$ 1,914.21
SPECIALIZED LABOR:				

SUBTOTAL				\$	-
DIRECT JOB EXPENSES:					
Shop Drawings	2	*	\$	98.14	\$ 196.28
Detailing	1	*	\$	118.53	\$ 118.53
Freight	4	*	\$	75.00	\$ 300.00
Material Handling	1	*	\$	98.37	\$ 98.37
SUBTOTAL				\$	713.18
SUBCONTRACTS:					
SUBTOTAL				\$	-
JOB SUBTOTAL				\$	7,018.34
OVERHEAD MARKUP					
Flat Rate Markup	\$	7,018.34	*	15.00%	\$ 1,052.75
Material	\$	685.00			\$ 685.00
Major Quotations	\$	3,379.00			\$ 3,379.00
Sales Tax	\$	326.95			\$ 326.95
Direct Field Labor	\$	1,914.21			\$ 1,914.21
Specialized labor	\$	-			\$ -
Direct job Expences	\$	713.18			\$ 713.18
Sub Contracts	\$	-			\$ -
JOB TOTAL				\$	8,071.09
BOND			*	1.00%	\$ -
BID TOTAL				\$	8,071.09

HOURLY LABOR COST RATES

Sub/Contractor: Sheldon Mechanical Corp.
Effective Date: _____
Project: _____
Rate Effective Through: June 30, 2020

Trade: HVAC (Sheet Metal)
Classification: Journeyman
Union : **Non Union:**

	<u>Straight Time</u>	<u>Time & 1/2</u>	<u>Double Time</u>
A. HOURLY TAXABLE WAGE COSTS			
Hourly Wage	\$ 45.78	\$ 68.67	\$ 91.56
Wage Escalation			
Hourly Taxable Wage Costs Subtotal	\$ 45.78	\$ 68.67	\$ 91.56
B. HOURLY PAYROLL TAX & INSURANCE			
Social Security	\$ 2.84	\$ 4.26	\$ 5.68
Medicare	\$ 0.66	\$ 1.00	\$ 1.33
FUI	\$ 0.87	\$ 1.30	\$ 1.74
SUI	\$ 2.84	\$ 4.26	\$ 5.68
Workers Compensation Insurance	\$ 2.81	\$ 4.22	\$ 5.62
Hourly Payroll Tax & Insurance Subtotal	\$ 10.02	\$ 15.03	\$ 20.04
C. HOURLY BENEFITS			
Health & Welfare (or equivalent)	\$ 11.30	\$ 11.30	\$ 11.30
Pension & Retirement (or equivalent)	\$ 16.84	\$ 16.84	\$ 16.84
Training (or equivalent)	\$ 0.96	\$ 0.96	\$ 0.96
Industry Fund	\$ 0.53	\$ 0.53	\$ 0.53
Hourly Benefits Subtotal	\$ 29.63	\$ 29.63	\$ 29.63
D. HOURLY OTHER			
Safety	\$ 1.10	\$ 1.65	\$ 2.20
Truck	\$ -	\$ -	\$ -
Computer/Electronic Expense	\$ -	\$ -	\$ -
Subsistence	\$ 10.00	\$ 10.00	\$ 10.00
Zone	\$ -	\$ -	\$ -
State Mandated Breaks	\$ 1.84	\$ 2.76	\$ 3.68
Hourly Other Subtotal	\$ 12.94	\$ 14.41	\$ 15.88
Total Hourly Labor Cost Rate (A+B+C+D)	\$ 98.37	\$ 127.74	\$ 157.11
General Liability Insurance			
Total Hourly Labor Cost Rate + G.L. Insurance	\$ 98.37	\$ 127.74	\$ 157.11

HOURLY LABOR COST RATES

Sub/Contractor: Sheldon Mechanical Corp.
Effective Date: _____
Project: _____
Rate Effective Through: June 30, 2020

Trade: HVAC (Sheet Metal)
Classification: Foreman
Union : **Non Union:**

	<u>Straight Time</u>	<u>Time & 1/2</u>	<u>Double Time</u>
A. HOURLY TAXABLE WAGE COSTS			
Hourly Wage	\$ 52.65	\$ 78.98	\$ 105.30
Wage Escalation			
Hourly Taxable Wage Costs Subtotal	\$ 52.65	\$ 78.98	\$ 105.30
B. HOURLY PAYROLL TAX & INSURANCE			
Social Security	\$ 3.26	\$ 4.90	\$ 6.53
Medicare	\$ 0.76	\$ 1.15	\$ 1.53
FUI	\$ 1.00	\$ 1.50	\$ 2.00
SUI	\$ 3.26	\$ 4.90	\$ 6.53
Workers Compensation Insurance	\$ 3.18	\$ 4.77	\$ 6.36
Hourly Payroll Tax & Insurance Subtotal	\$ 11.47	\$ 17.21	\$ 22.94
C. HOURLY BENEFITS			
Health & Welfare (or equivalent)	\$ 11.30	\$ 11.30	\$ 11.30
Pension & Retirement (or equivalent)	\$ 16.34	\$ 16.34	\$ 16.34
Training (or equivalent)	\$ 0.96	\$ 0.96	\$ 0.96
Industry Fund	\$ 0.53	\$ 0.53	\$ 0.53
Hourly Benefits Subtotal	\$ 29.13	\$ 29.13	\$ 29.13
D. HOURLY OTHER			
Safety	\$ 1.20	\$ 1.80	\$ 2.40
Truck	\$ 11.06	\$ 11.06	\$ 11.06
Computer/Electronic Expense	\$ 1.02	\$ 1.02	\$ 1.02
Subsistence	\$ 10.00	\$ 10.00	\$ 10.00
Zone	\$ -	\$ -	\$ -
State Mandated Breaks	\$ 2.00	\$ 3.00	\$ 4.00
Hourly Other Subtotal	\$ 25.28	\$ 26.88	\$ 28.48
Total Hourly Labor Cost Rate (A+B+C+D)	\$ 118.53	\$ 152.19	\$ 185.85
General Liability Insurance	_____	_____	_____
Total Hourly Labor Cost Rate + G.L. Insurance	\$ 118.53	\$ 152.19	\$ 185.85

HOURLY LABOR COST RATES

Sub/Contractor: Sheldon Mechanical Corp.
Effective Date: _____
Project: _____
Rate Effective Through: June 30, 2020

Trade: HVAC (Sheet Metal)
Classification: Detailer
Union : **Non Union:**

	<u>Straight Time</u>	<u>Time & 1/2</u>	<u>Double Time</u>
A. HOURLY TAXABLE WAGE COSTS			
Hourly Wage	\$ 52.65	\$ 78.98	\$ 105.30
Wage Escalation			
Hourly Taxable Wage Costs Subtotal	\$ 52.65	\$ 78.98	\$ 105.30
B. HOURLY PAYROLL TAX & INSURANCE			
Social Security	\$ 3.26	\$ 4.90	\$ 6.53
Medicare	\$ 0.76	\$ 1.15	\$ 1.53
FUI	\$ 1.00	\$ 1.50	\$ 2.00
SUI	\$ 3.26	\$ 4.90	\$ 6.53
Workers Compensation Insurance	\$ 3.18	\$ 4.77	\$ 6.36
Hourly Payroll Tax & Insurance Subtotal	\$ 11.47	\$ 17.21	\$ 22.94
C. HOURLY BENEFITS			
Health & Welfare (or equivalent)	\$ 11.30	\$ 11.30	\$ 11.30
Pension & Retirement (or equivalent)	\$ 16.84	\$ 16.84	\$ 16.84
Training (or equivalent)	\$ 0.96	\$ 0.96	\$ 0.96
Industry Fund	\$ 0.53	\$ 0.53	\$ 0.53
Hourly Benefits Subtotal	\$ 29.63	\$ 29.63	\$ 29.63
D. HOURLY OTHER			
Safety	\$ 1.20	\$ 1.80	\$ 2.40
Truck	\$ -	\$ -	\$ -
Computer/Electronic Expense	\$ 1.02	\$ 1.02	\$ 1.02
Subsistence	\$ -	\$ -	\$ -
Zone	\$ -	\$ -	\$ -
State Mandated Breaks	\$ 2.00	\$ 3.00	\$ 4.00
Hourly Other Subtotal	\$ 4.22	\$ 5.82	\$ 7.42
Total Hourly Labor Cost Rate (A+B+C+D)	\$ 97.97	\$ 131.63	\$ 165.29
General Liability Insurance	\$ 0.17	\$ 0.22	\$ 0.28
Total Hourly Labor Cost Rate + G.L. Insurance	\$ 98.14	\$ 131.86	\$ 165.58



Joannah Swanson
US AIRCONDITIONING DIST
 16900 Chesnut St,
 City of Industry, California, 91748
 Date: 3/13/2019

Mobile:
Phone: 626-854-4628
FAX:
E-mail: j.swanson@us-ac.com

To: Sheldon Mechanical Corp
 Jonattan Gonzalez

Project #:
Project Name McKinna ES CCD-005

PROPOSAL

QTY	UNIT TAG	MODEL NO.	DESCRIPTION	NET	EXTENSION
1		PUZA36NKA7	Mitsubishi Mr. Slim 36 MBH P-Series Cooling Only or A	\$2,365.00	\$2,365.00
1		PKAA36KA7TH	Mitsubishi Mr. Slim 36 MBH P-Series High Wall Fan Coil	\$1,367.00	\$1,367.00
1		LUVATA	Side Discharge Duel Fan Unit Condensers	\$435.00	\$435.00

SUBTOTAL: **\$4,167.00**

1	RETURN	PKAA24KA7	Mitsubishi Mr. Slim 24 MBH P-Series High Wall Fan Coil	CREDIT:	\$843.09
---	--------	-----------	--------------------------------------------------------	---------	----------

Notes:
 Notes

TOTAL: **\$3,323.91**

Exclusions:

No platforms, roof curbs, vibration isolation, economizers, power exhausts, manual outside air dampers, filter racks, extra filters, additional drain pans if required, hanging kits, disconnects, smoke detectors, thermostats, coil coatings, copper coils, water valves or piping, pumps, motor starters, contactors, relays, line or low voltage wire or wiring, conduit, startup or supervision, rigging or handling, storage, or any other accessories,

Notes Footer

Terms:

Joannah Swanson

Prices are valid for THIRTY (30) days from the date of the Proposal unless noted otherwise.



2937 Tanager Ave, Commerce, CA 90040; Phone: (323) 726-7011; Fax: (323) 726-1644
 5750 Kearny Villa Road, San Diego, CA 92123; Phone: (858) 737-7960; Fax: (858) 737-6972

QUOTE NO: QQ23490-00	JOB NAME: McKinna ES - CCD-005
BID DATE: 03/15/2019	LOCATION: Oxnard
CUSTOMER: Sheldon Mechanical	PRICED BY: Obed Ceballos

TERMS: NET 10TH PROX **FREIGHT:** PREPAID **SALES TAX:** EXCLUDED **QUOTE VALID FOR:** 30 DAYS

Qty	Description		
1	1240 F23 modular core ceiling diffuser, square neck with round neck adapter		
		NET LOT PRICE (1) pcs	\$55.00

**EXCLUSION: ALL OTHER ACCESSORIES NOT INDICATED ON THIS QUOTATION.
 PRODUCTS MUST SHIP WITHIN 90 DAYS OF QUOTE DATE.**

This quotation is conditioned upon your acceptance of Haldeman Inc.'s standard terms & conditions of sale, a copy of which is available upon request.

Recap Report
SMC Full Recap
Project Grand Totals

3/28/2019 2:24:18 PM

Errors: 0, Warnings: 0, Hints: 0

Mckinna CCD#5

Description		Labor
Ductwork		
Library Items		
Grand Total		

Field
Hours

6

3

8

* Excludes Quotes

Duct And Fittings Quantity Report

Duct and Fittings

--	--

	Size	Thickness	Liner	Count	Total Length (ft)	Weight (lb)
GV SMACNA LP [Galvanized]						
Round						
Duct - Spiral Lock	6	26 ga		2	19.50	32
Duct - Spiral Lock	6	26 ga		1	2.25	4
Duct - Spiral Lock	6	26 ga		1	5.25	9
Elbow-90	6	24 ga		1		2
Lateral-Conical-Red	12, 6, 6	24 ga		1		8

02/20/2019

DSA Los Angeles

Re:

**McKinna Elementary School
Dougherty Project No.: 21710.00
Perkins Eastman Project No.: 75110.00.0
DSA # A03 118371**

The following changes listed are included in this CCD #005 package:

Sheet #	Description of Change
G003	Safe dispersal area added to kindergarten building play area due to addition of fencing added on sheet A002
A002	Fencing added separating kindergarten play area from the campus
A012	Room finish schedule modified to reflect restroom/data room relocations
A013	Gate and door schedule modified to reflect fence addition and restroom/data room relocations
A102	Piano lab floor outlets added, and restroom/data rooms relocated.
A103	Restroom revised to storage, relocated (moved to first floor on sheet A102)
A106	Kindergarten restroom doors revised to double action doors
A132	Reflected ceiling plans revised for restroom/data room relocations
A133	Reflected ceiling plans revised for restroom/data room relocations
A005	Restroom play area, floor 41, water closet moved to kindergarten play area
M002	Ductless Split Unit Schedule: IU 4-1 replaced with a 3-ton unit. Exhaust Fan Schedule: Area served for EF 4-4 changed to Toilet 418.
M005	Relief Vent Schedule: RV 4-1 taken out.
M300	First Floor: IU 4-1 moved to Data 421. EF 4-4 moved to Restroom 418 and construction note 5 added to the doors. Second Floor: RV 4-1 deleted on Data 421 roof. A 3-way diffuser and ducts were added to feed Storage 449, and EF 4-4 taken out. CFM from 4 ceiling diffusers in Classroom 441 reduced. RV 4-16 moved to Restroom 418 roof.
M301	OU 4-1 relocated. RV 4-16 relocated.
M302	First Floor: IU- 4-1 relocated to Data 421 and refrigerant lines now run in wall between Classroom 411 and Data 421. Refrigerant lines deleted in Restroom 418. Second Floor: Refrigerant lines relocated in Classroom 441. Refrigerant lines that run along Classroom 442 deleted.
M300	W/P 001 Storage 411 changed into Data Room 421. IU 4-1 moved and piping now running to S-2 tailpiece in Classroom 411. Data Room 418 changed into Restroom 418 and Storage 422, waste piping extended to WC and Lav. Vent piping connected to vent at the sink in classroom 412 that goes up thru the second floor. Domestic water extended from the

Perkins Eastman
Architects DPC

3194 D Airport Loop Drive
Costa Mesa, CA 92626
+1.714.427.0277

PERKINSEASTMAN.COM

- Boston
- Charlotte
- Chicago
- Costa Mesa
- Dallas
- Dubai
- Guayaquil
- Los Angeles
- Mumbai
- New York
- Oakland
- Pittsburgh
- San Francisco
- Shanghai
- Stamford
- Toronto
- Washington DC

**PERKINS
— EASTMAN
Dougherty**

Please contact Kevin Griendling if you have any questions at (714) 824-3569.

Sincerely,

A handwritten signature in black ink, appearing to read 'Kevin Griendling', written in a cursive style.

Perkins Eastman Dougherty



MCKINNA ELEMENTARY SCHOOL RECONSTRUCTION
 OWARD SCHOOL DISTRICT
 1811 SOUTH STREET
 OWARD, CA 93033

CLASSROOMS (B4) - MECHANICAL
 FIRST AND SECOND FLOOR PLANS

M300

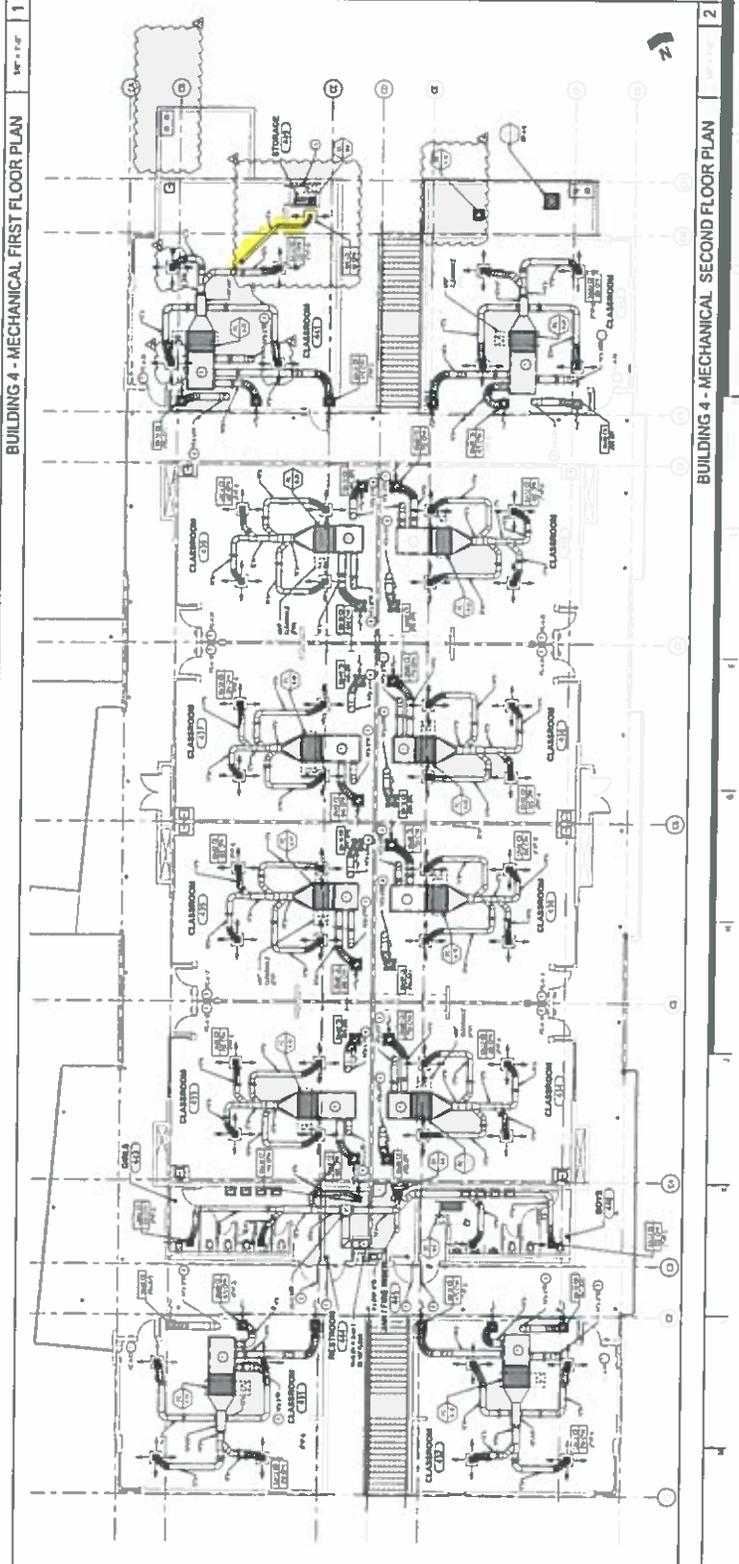
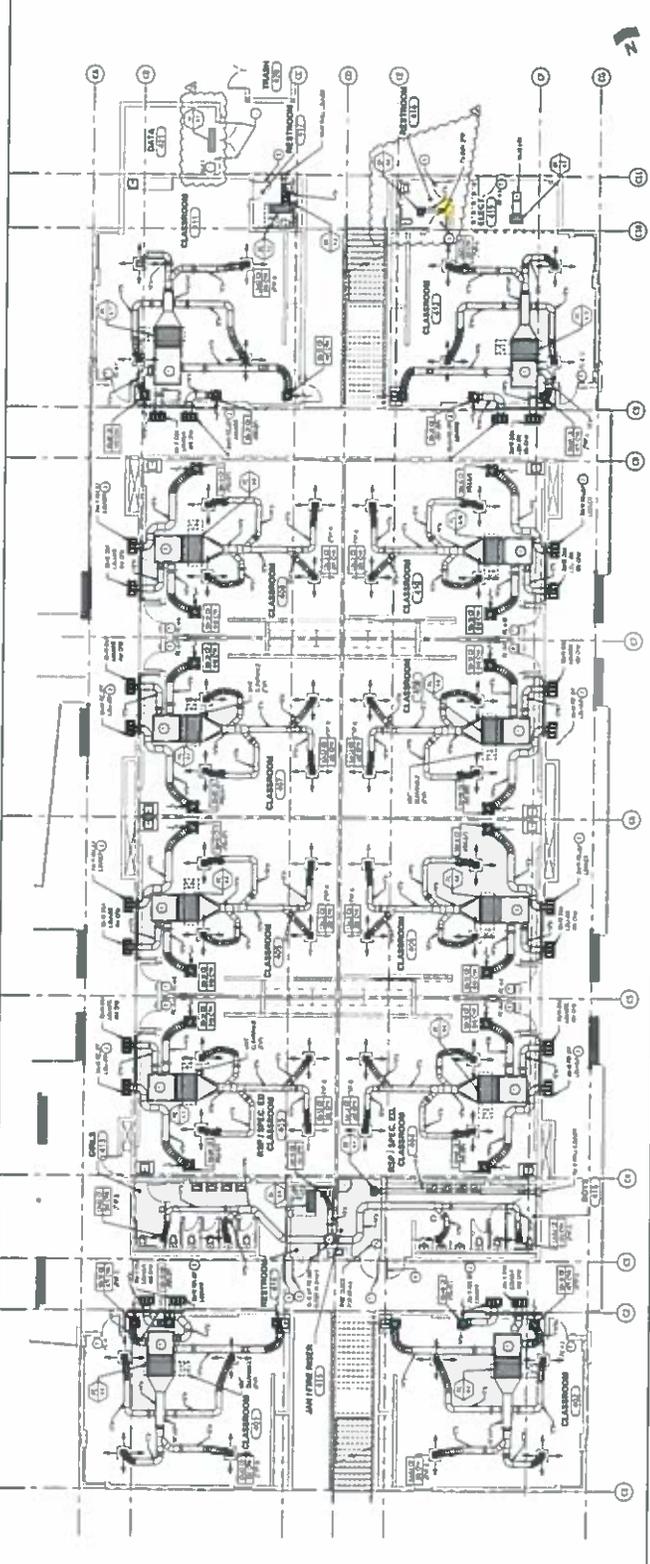


GENERAL NOTES

1. All work shall be in accordance with the applicable portions of the California Building Code (CBC) and the California Mechanical Code (CMC).
2. All work shall be in accordance with the applicable portions of the California Electrical Code (CEC).
3. All work shall be in accordance with the applicable portions of the California Fire Code (CFC).
4. All work shall be in accordance with the applicable portions of the California Fire Alarm Code (CFAC).
5. All work shall be in accordance with the applicable portions of the California Fire Sprinkler Code (CFCSP).
6. All work shall be in accordance with the applicable portions of the California Fire Alarm and Signaling Code (CFACAS).
7. All work shall be in accordance with the applicable portions of the California Fire Alarm and Signaling Code (CFACAS).
8. All work shall be in accordance with the applicable portions of the California Fire Alarm and Signaling Code (CFACAS).
9. All work shall be in accordance with the applicable portions of the California Fire Alarm and Signaling Code (CFACAS).
10. All work shall be in accordance with the applicable portions of the California Fire Alarm and Signaling Code (CFACAS).

CONSTRUCTION NOTES

1. All work shall be in accordance with the applicable portions of the California Building Code (CBC) and the California Mechanical Code (CMC).
2. All work shall be in accordance with the applicable portions of the California Electrical Code (CEC).
3. All work shall be in accordance with the applicable portions of the California Fire Code (CFC).
4. All work shall be in accordance with the applicable portions of the California Fire Alarm Code (CFAC).
5. All work shall be in accordance with the applicable portions of the California Fire Sprinkler Code (CFCSP).
6. All work shall be in accordance with the applicable portions of the California Fire Alarm and Signaling Code (CFACAS).
7. All work shall be in accordance with the applicable portions of the California Fire Alarm and Signaling Code (CFACAS).
8. All work shall be in accordance with the applicable portions of the California Fire Alarm and Signaling Code (CFACAS).
9. All work shall be in accordance with the applicable portions of the California Fire Alarm and Signaling Code (CFACAS).
10. All work shall be in accordance with the applicable portions of the California Fire Alarm and Signaling Code (CFACAS).



M301



COSTA MESA | CALIFORNIA

DATE	01/14/14
BY	01/14/14
PROJECT	01/14/14
DESCRIPTION	01/14/14

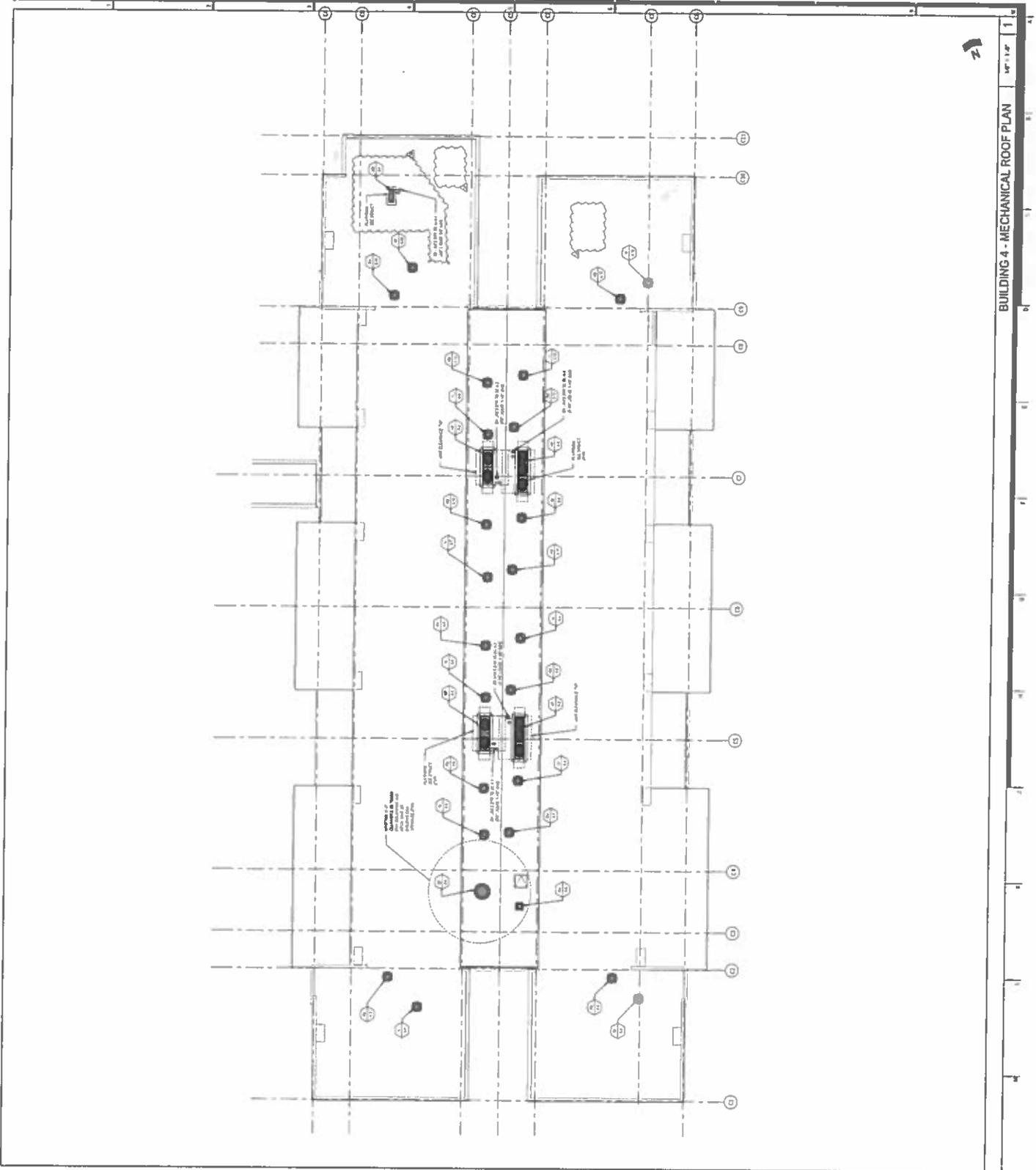
CLASSROOMS (B4) - MECHANICAL ROOF PLAN

MCKINNA ELEMENTARY SCHOOL RECONSTRUCTION
1811 SOUTH J STREET
OAKLAND, CA 94633



GENERAL NOTES

1. All work shall be in accordance with the City of Costa Mesa Building Department.
2. All work shall be in accordance with the City of Costa Mesa Building Department.
3. All work shall be in accordance with the City of Costa Mesa Building Department.
4. All work shall be in accordance with the City of Costa Mesa Building Department.
5. All work shall be in accordance with the City of Costa Mesa Building Department.



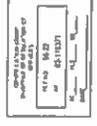
BUILDING 4 - MECHANICAL ROOF PLAN

DATE: 01/14/14 BY: 01/14/14 PROJECT: 01/14/14 DESCRIPTION: 01/14/14

M302



COSTA MESA, CALIFORNIA



CLASSROOMS (B4) - MECHANICAL
FIRST AND SECOND FLOOR PLANS

MCKINNA ELEMENTARY SCHOOL RECONSTRUCTION
1811 SOUTH STREET
DOWD SCHOOL DISTRICT
DOWD, CA 93033

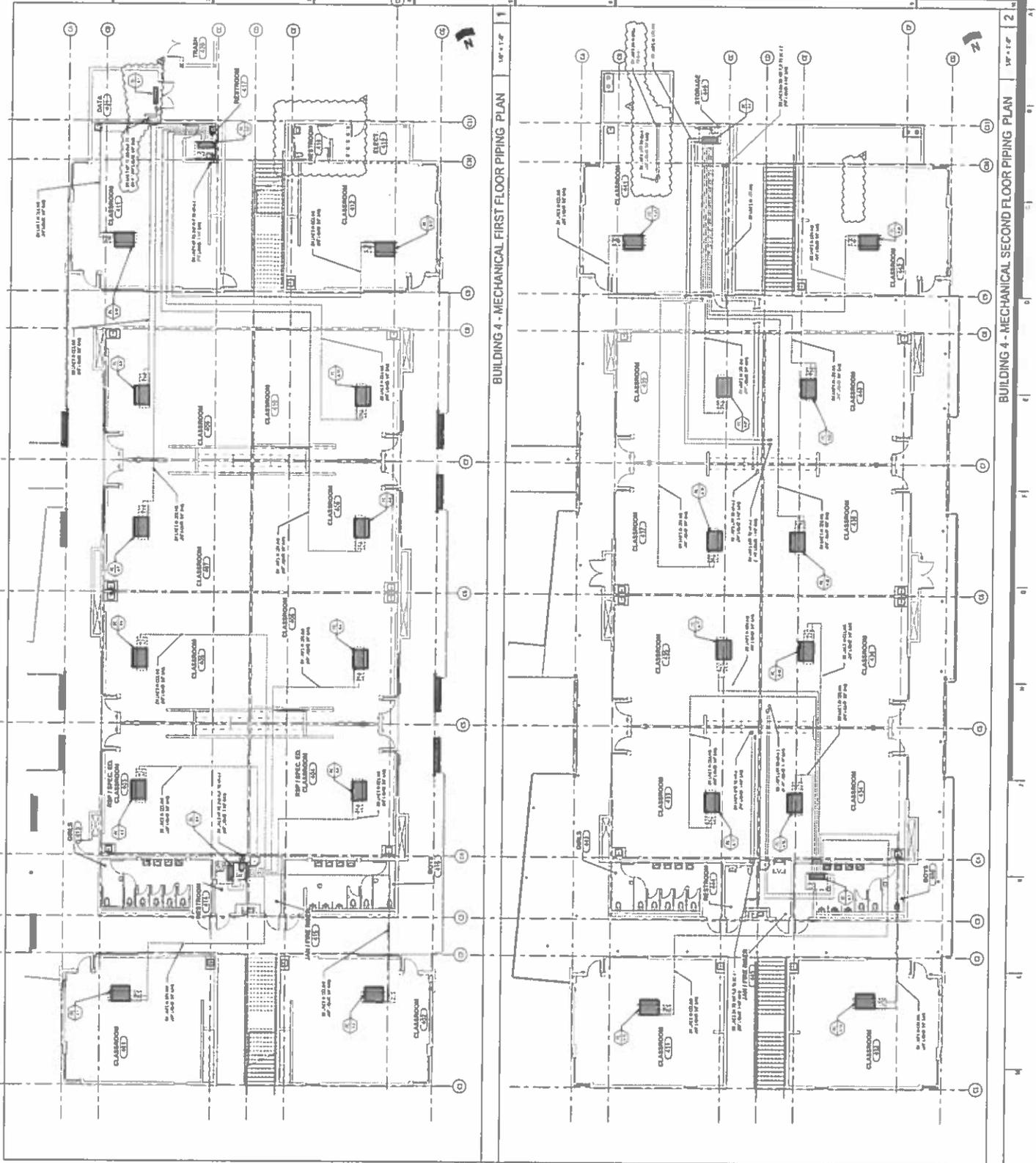


GENERAL NOTES

1. All piping shall be installed in accordance with the applicable code.
2. All piping shall be installed in accordance with the applicable code.
3. All piping shall be installed in accordance with the applicable code.
4. All piping shall be installed in accordance with the applicable code.
5. All piping shall be installed in accordance with the applicable code.
6. All piping shall be installed in accordance with the applicable code.
7. All piping shall be installed in accordance with the applicable code.
8. All piping shall be installed in accordance with the applicable code.
9. All piping shall be installed in accordance with the applicable code.
10. All piping shall be installed in accordance with the applicable code.

BUILDING 4 - MECHANICAL FIRST FLOOR PIPING PLAN

BUILDING 4 - MECHANICAL SECOND FLOOR PIPING PLAN



DATE: 11/15/11 BY: [Name] CHECKED: [Name] APPROVED: [Name]



CONTINGENCY ALLOCATION REQUEST

CAR No. 175 R0

Date: 3/15/2020

Project: McKinna Elementary School Reconstruction

DESCRIPTION OF WORK

RFI 211 - Classroom Roof Screen Brace Span

SUMMARY OF ALLOCATIONS

Item Description	Company	Amount Requested
Contractual Costs		
		-2,972
	Subtotal:	-2,972

SUMMARY OF ALLOCATIONS

Item Description	Company	Amount Requested
Subcontract Costs		
	Sheldon Mechanical Corp	2,972
	Subtotal:	2,972

Total Change Order Request Amount: 0

ACKNOWLEDGEMENT

Oxnard School District

Bernards Bros. Inc.

Signature

Signature

Printed Name & Title

Printed Name & Title

Date

Date

REVIEWED

- DOCUMENT CLARIFICATIONS
- AGENCY REVIEW
- FIELD CONDITIONS
- OWNER'S REQUEST
- CONTRACTOR BUYOUT



SHELDON MECHANICAL CORPORATION

November 13, 2019

Bernards
555 1st Street
San Fernando, Ca. 91340

Attn: Mr. Jaime Pace

Subject: McKinna Elementary School
SMC COR #7 RFI #211 Classroom Roof Screen Brace Span R1

Dear Jaime,

Attached is our itemized cost to split HP 4-3 and HP 4-4 Modules on separate platforms. HP 4-3 and HP 4-4 originally had (2) Isolation Frames that supported (2) Modules for each Unit. Being that the original Isolation Frames impeded into the Roof Screen Bracing, the (2) Isolation Frames had to be split into (4) Isolation Frames to mount onto separate platforms per RFI #211.

Cost for SMC COR #7 is \$2,972.00

If you have any questions please call me.

Sincerely,

Dillon J. Boute

Dillon J. Boute

SHELDON MECHANICAL CORPORATION

26015 Avenue Hall, Santa Clarita, CA 91355 Office: (661) 286-1361 Fax: (661) 287-9083
California State Contractors License Number 463722 – C20. C38



SHELDON MECHANICAL CORPORATION

Project		Date		
McKinna Elementary SMC COR #7 Credit R1		11/13/2019		
Description	Ref. Amount	Op	Rate	Amount
MATERIAL:				
SUBTOTAL				\$ -
MAJOR QUOTATIONS:				
EQUIPMENT:				
MW Sausse				
HP 4-3, HP 4-4 - (2) Isolation Frames				\$ 3,350.00
SUBTOTAL				\$ 3,350.00
SALES TAX:				
Material Total	\$ -	%	9.50%	\$ -
Major Quotations Total	\$ 3,350.00	%	7.75%	\$ 259.63
SUBTOTAL				\$ 259.63
FIELD LABOR:				
Layout 2 VRF CU Pads				
Foreman		2	* \$ 118.53	\$ 237.06
Install 2 VRF CU Isolation Frames				
Foreman		9	* \$ 118.53	\$ 1,066.77
Journeyman		9	* \$ 98.37	\$ 885.33
SUBTOTAL				\$ 2,189.16
SPECIALIZED LABOR:				
SUBTOTAL				\$ -
DIRECT JOB EXPENSES:				
SUBTOTAL				\$ -
SUBCONTRACTS:				
SUBTOTAL				\$ -
JOB SUBTOTAL				\$ 5,798.79
OVERHEAD MARKUP				
Flat Rate Markup	\$ 5,798.79	*		\$ -
Material	\$ -			\$ -
Major Quotations	\$ 3,350.00			\$ 3,350.00
Sales Tax	\$ 259.63			\$ 259.63

Direct Field Labor	\$	2,189.16			\$	2,189.16
Specialized Labor	\$	-			\$	-
Direct Job Expences	\$	-			\$	-
Sub Contracts	\$	-			\$	-
JOB TOTAL					\$	5,798.79
BOND			*	1.00%	\$	-
BID TOTAL					\$	5,798.79

HOURLY LABOR COST RATES

Sub/Contractor: Sheldon Mechanical Corp.
Effective Date: _____
Project: _____
Rate Effective Through: June 30, 2020

Trade: HVAC (Sheet Metal)
Classification: Journeyman
Union : **Non Union:**

	<u>Straight Time</u>	<u>Time & 1/2</u>	<u>Double Time</u>
A. HOURLY TAXABLE WAGE COSTS			
Hourly Wage	\$ 45.78	\$ 68.67	\$ 91.56
Wage Escalation			
Hourly Taxable Wage Costs Subtotal	\$ 45.78	\$ 68.67	\$ 91.56
B. HOURLY PAYROLL TAX & INSURANCE			
Social Security	\$ 2.84	\$ 4.26	\$ 5.68
Medicare	\$ 0.66	\$ 1.00	\$ 1.33
FUI	\$ 0.87	\$ 1.30	\$ 1.74
SUI	\$ 2.84	\$ 4.26	\$ 5.68
Workers Compensation Insurance	\$ 2.81	\$ 4.22	\$ 5.62
Hourly Payroll Tax & Insurance Subtotal	\$ 10.02	\$ 15.03	\$ 20.04
C. HOURLY BENEFITS			
Health & Welfare (or equivalent)	\$ 11.30	\$ 11.30	\$ 11.30
Pension & Retirement (or equivalent)	\$ 16.84	\$ 16.84	\$ 16.84
Training (or equivalent)	\$ 0.96	\$ 0.96	\$ 0.96
Industry Fund	\$ 0.53	\$ 0.53	\$ 0.53
Hourly Benefits Subtotal	\$ 29.63	\$ 29.63	\$ 29.63
D. HOURLY OTHER			
Safety	\$ 1.10	\$ 1.65	\$ 2.20
Truck	\$ -	\$ -	\$ -
Computer/Electronic Expense	\$ -	\$ -	\$ -
Subsistence	\$ 10.00	\$ 10.00	\$ 10.00
Zone	\$ -	\$ -	\$ -
State Mandated Breaks	\$ 1.84	\$ 2.76	\$ 3.68
Hourly Other Subtotal	\$ 12.94	\$ 14.41	\$ 15.88
Total Hourly Labor Cost Rate (A+B+C+D)	\$ 98.37	\$ 127.74	\$ 157.11
General Liability Insurance			
Total Hourly Labor Cost Rate + G.L. Insurance	\$ 98.37	\$ 127.74	\$ 157.11

HOURLY LABOR COST RATES

Sub/Contractor: Sheldon Mechanical Corp.
Effective Date: _____
Project: _____
Rate Effective Through: June 30, 2020

Trade: HVAC (Sheet Metal)
Classification: Foreman
Union : **Non Union:**

	<u>Straight Time</u>	<u>Time & 1/2</u>	<u>Double Time</u>
A. HOURLY TAXABLE WAGE COSTS			
Hourly Wage	\$ 52.65	\$ 78.98	\$ 105.30
Wage Escalation			
Hourly Taxable Wage Costs Subtotal	\$ 52.65	\$ 78.98	\$ 105.30
B. HOURLY PAYROLL TAX & INSURANCE			
Social Security	\$ 3.26	\$ 4.90	\$ 6.53
Medicare	\$ 0.76	\$ 1.15	\$ 1.53
FUI	\$ 1.00	\$ 1.50	\$ 2.00
SUI	\$ 3.26	\$ 4.90	\$ 6.53
Workers Compensation Insurance	\$ 3.18	\$ 4.77	\$ 6.36
Hourly Payroll Tax & Insurance Subtotal	\$ 11.47	\$ 17.21	\$ 22.94
C. HOURLY BENEFITS			
Health & Welfare (or equivalent)	\$ 11.30	\$ 11.30	\$ 11.30
Pension & Retirement (or equivalent)	\$ 16.34	\$ 16.34	\$ 16.34
Training (or equivalent)	\$ 0.96	\$ 0.96	\$ 0.96
Industry Fund	\$ 0.53	\$ 0.53	\$ 0.53
Hourly Benefits Subtotal	\$ 29.13	\$ 29.13	\$ 29.13
D. HOURLY OTHER			
Safety	\$ 1.20	\$ 1.80	\$ 2.40
Truck	\$ 11.06	\$ 11.06	\$ 11.06
Computer/Electronic Expense	\$ 1.02	\$ 1.02	\$ 1.02
Subsistence	\$ 10.00	\$ 10.00	\$ 10.00
Zone	\$ -	\$ -	\$ -
State Mandated Breaks	\$ 2.00	\$ 3.00	\$ 4.00
Hourly Other Subtotal	\$ 25.28	\$ 26.88	\$ 28.48
Total Hourly Labor Cost Rate (A+B+C+D)	\$ 118.53	\$ 152.19	\$ 185.85
General Liability Insurance			
Total Hourly Labor Cost Rate + G.L. Insurance	\$ 118.53	\$ 152.19	\$ 185.85

HOURLY LABOR COST RATES

Sub/Contractor: Sheldon Mechanical Corp.
Effective Date: _____
Project: _____
Rate Effective Through: June 30, 2020

Trade: HVAC (Sheet Metal)
Classification: Detailer
Union : **Non Union:**

	<u>Straight Time</u>	<u>Time & 1/2</u>	<u>Double Time</u>
A. HOURLY TAXABLE WAGE COSTS			
Hourly Wage	\$ 52.65	\$ 78.98	\$ 105.30
Wage Escalation			
Hourly Taxable Wage Costs Subtotal	\$ 52.65	\$ 78.98	\$ 105.30
B. HOURLY PAYROLL TAX & INSURANCE			
Social Security	\$ 3.26	\$ 4.90	\$ 6.53
Medicare	\$ 0.76	\$ 1.15	\$ 1.53
FUI	\$ 1.00	\$ 1.50	\$ 2.00
SUI	\$ 3.26	\$ 4.90	\$ 6.53
Workers Compensation Insurance	\$ 3.18	\$ 4.77	\$ 6.36
Hourly Payroll Tax & Insurance Subtotal	\$ 11.47	\$ 17.21	\$ 22.94
C. HOURLY BENEFITS			
Health & Welfare (or equivalent)	\$ 11.30	\$ 11.30	\$ 11.30
Pension & Retirement (or equivalent)	\$ 16.84	\$ 16.84	\$ 16.84
Training (or equivalent)	\$ 0.96	\$ 0.96	\$ 0.96
Industry Fund	\$ 0.53	\$ 0.53	\$ 0.53
Hourly Benefits Subtotal	\$ 29.63	\$ 29.63	\$ 29.63
D. HOURLY OTHER			
Safety	\$ 1.20	\$ 1.80	\$ 2.40
Truck	\$ -	\$ -	\$ -
Computer/Electronic Expense	\$ 1.02	\$ 1.02	\$ 1.02
Subsistence	\$ -	\$ -	\$ -
Zone	\$ -	\$ -	\$ -
State Mandated Breaks	\$ 2.00	\$ 3.00	\$ 4.00
Hourly Other Subtotal	\$ 4.22	\$ 5.82	\$ 7.42
Total Hourly Labor Cost Rate (A+B+C+D)	\$ 97.97	\$ 131.63	\$ 165.29
General Liability Insurance	\$ 0.17	\$ 0.22	\$ 0.28
Total Hourly Labor Cost Rate + G.L. Insurance	\$ 98.14	\$ 131.86	\$ 165.58



M. W. SAUSSÉ & CO., INC
28744 WITHERSPOON PARKWAY VALENCIA, CA 91355-5425
PHONE: 661-257-3311 FAX: 661-257-6050

QUOTATION

CUSTOMER: SHELDON MECHANICAL
26015 AVENUE HALL
SANTA CLARITA, CA 91355

QUOTE NO.: QT43058.04
QUOTE DATE: 02/25/2019
BID DATE: 04/24/2018
SALES REP: MEG
PAGE: 1 OF 1

CONTACT: DILLON BOUTE
PHONE: 661-286-1361 **FAX:** 661-287-9086
E-MAIL: dillon@sheldonmech.com

MECH. ENGR.:

JOB NAME: MCKINNA ELEMENTARY SCHOOL RECONSTRUCTION -
BEST AND FINAL

FOB-VALENCIA

UNIT TAG	QTY.	GROUPED	PART	DESCRIPTION	PRICE	TOTAL
HP-4-3, 4-4	2	EACH	RAB	RMU ANGLE BASE Structural Steel Angle Base w/ Seismic Spring Isolators. OSHPD Pre-Approval OPA-0098. All Steel Furnished with Factory Grade Primer.	\$1,675.00	\$3,350.00

CONDITIONS: Terms: 30 days Net to firms of approved credit. These prices are based on one shipment at one time to one destination. They are intended for acceptance within 30 days and are thereafter subject to change without notice. Sales and/or Use Taxes additional where applicable. It is understood that under no circumstances will the seller be liable for consequential, special or contingent damages. All quotations and sales are made without liability on our part for delays arising from strikes, accidents and/or other causes beyond our control. We estimate all promises of shipment as near as possible, and endeavor in every case to ship within the time promised, but cannot guarantee to do so. Permission must first be obtained from us before any goods can be returned for credit. A charge will be made to cover cost of handling. Orders for special items are accepted with the understanding that they are not subject to cancellation after work has been started, except upon terms that protect us from loss. Where specifications are cited, we endeavor to note all exceptions thereto, but cannot accept responsibility for failure to do so. INTEREST at 1% per month added to PAST DUE ACCOUNTS.



SHELDON MECHANICAL CORPORATION

Project			Date	
McKinna Elementary SMC COR #7 Add R1			11/13/2019	
Description	Ref. Amount	Op	Rate	Amount
MATERIAL:				
SUBTOTAL				\$ -
MAJOR QUOTATIONS:				
EQUIPMENT:				
MW Sausse				
HP 4-3, HP 4-4 - (4) Isolation Frames				\$ 4,040.00
SUBTOTAL				\$ 4,040.00
SALES TAX:				
Material Total	\$ -	%	9.50%	\$ -
Major Quotations Total	\$ 4,040.00	%	7.75%	\$ 313.10
SUBTOTAL				\$ 313.10
FIELD LABOR:				
Layout 4 VRF CU Pads				
Foreman	4	*	\$ 118.53	\$ 474.12
Install 4 VRF CU Isolation Frames				
Foreman	12	*	\$ 118.53	\$ 1,422.36
Journeyman	12	*	\$ 98.37	\$ 1,180.44
SUBTOTAL				\$ 3,076.92
SPECIALIZED LABOR:				
SUBTOTAL				\$ -
DIRECT JOB EXPENSES:				
Material Handling	2	*	\$ 98.37	\$ 196.74
SUBTOTAL				\$ 196.74
SUBCONTRACTS:				
SUBTOTAL				\$ -
JOB SUBTOTAL				\$ 7,626.76
OVERHEAD MARKUP				
Flat Rate Markup	\$ 7,626.76	*	15.00%	\$ 1,144.01
Material	\$ -			\$ -
Major Quotations	\$ 4,040.00			\$ 4,040.00

Sales Tax	\$	313.10		\$	313.10
Direct Field Labor	\$	3,076.92		\$	3,076.92
Specialized Labor	\$	-		\$	-
Direct Job Expences	\$	196.74		\$	196.74
Sub Contracts	\$	-		\$	-
JOB TOTAL				\$	8,770.77
BOND			*	1.00%	\$ -
BID TOTAL				\$	8,770.77



M. W. SAUSSÉ & CO., INC
 28744 WITHERSPOON PARKWAY VALENCIA, CA 91355-5425
 PHONE: 661-257-3311 FAX: 661-257-6050

QUOTATION

CUSTOMER: SHELDON MECHANICAL
 26015 AVENUE HALL
 SANTA CLARITA, CA 91355

QUOTE NO.: QT43058.09
QUOTE DATE: 04/26/2019
BID DATE:
SALES REP: MEG
PAGE: 1 OF 1

CONTACT: DILLON BOUTE
PHONE: 661-286-1361 **FAX:** 661-287-9086
E-MAIL: dillon@sheldonmech.com
MECH. ENGR.:

JOB NAME: MCKINNA ELEMENTARY SCHOOL RECONSTRUCTION

FOB-VALENCIA

UNIT TAG	QTY.	GROUPED	PART	DESCRIPTION	PRICE	TOTAL
HP-4-3, (MODULE 1)	1	ONLY	RAB	RMU ANGLE BASE Structural Steel Angle Base w/ Seismic Spring Isolators. OSHPD Pre-Approval OPA-0098. All Steel Furnished with Factory Grade Primer. ADDITIONAL COST FOR SPERATE BASES.	\$1,065.00	\$1,065.00
HP-4-3 (MODULE 2)	1	ONLY	RAB	RMU ANGLE BASE Structural Steel Angle Base w/ Seismic Spring Isolators. OSHPD Pre-Approval OPA-0098. All Steel Furnished with Factory Grade Primer. ADDITIONAL COST FOR SPERATE BASES.	\$955.00	\$955.00
HP-4-4 (MODULE 1)	1	ONLY	RAB	RMU ANGLE BASE Structural Steel Angle Base w/ Seismic Spring Isolators. OSHPD Pre-Approval OPA-0098. All Steel Furnished with Factory Grade Primer. ADDITIONAL COST FOR SPERATE BASES.	\$1,065.00	\$1,065.00
HP-4-4 (MODULE 2)	1	ONLY	RAB	RMU ANGLE BASE Structural Steel Angle Base w/ Seismic Spring Isolators. OSHPD Pre-Approval OPA-0098. All Steel Furnished with Factory Grade Primer. ADDITIONAL COST FOR SPERATE BASES.	\$955.00	\$955.00
TOTAL:						\$4,040.00

SIGNATURE: _____

PREPARED BY: MIKE GREEN
E-MAIL: mgreen@vibrex.net
PAGE: 1 OF 1

CONDITIONS: Terms: 30 days Net to firms of approved credit. These prices are based on one shipment at one time to one destination. They are intended for acceptance within 30 days and are thereafter subject to change without notice. Sales and/or Use Taxes additional where applicable. It is understood that under no circumstances will the seller be liable for consequential, special or contingent damages. All quotations and sales are made without liability on our part for delays arising from strikes, accidents and/or other causes beyond our control. We estimate all promises of shipment as near as possible, and endeavor in every case to ship within the time promised, but cannot guarantee to do so. Permission must first be obtained from us before any goods can be returned for credit. A charge will be made to cover cost of handling. Orders for special items are accepted with the understanding that they are not subject to cancellation after work has been started, except upon terms that protect us from loss. Where specifications are cited, we endeavor to note all exceptions thereto, but cannot accept responsibility for failure to do so. INTEREST at 1% per month added to PAST DUE ACCOUNTS.

Letter of Transmittal:



Vibrex Job #: 63267

Date: May 6, 2019
To: SHELDON MECHANICAL
 26015 AVENUE HALL
 SANTA CLARITA, CA 91355
Attn: DILLON BOUTE
Subject: MCKINNA ELEMENTARY SCHOOL RECONSTRUCTION

We are enclosing the following data:

No. Copies:	Document No.:	Description:
EMAIL	63267-3A TO 3.5	Drawings
EMAIL	63267-	Calculations

DRAWING & CALCULATIONS

HP UNITS

This drawing(s) is submitted for approval as requested. Fabrication* will begin upon receipt of one copy of approved drawing(s).

This is the data that you requested. Please check carefully since we plan fabrication* exactly as shown.

This is the data that you requested.

* Unless another arrangement is made, M.W. Saussé & Co., Inc. must have received a written Purchase Order for agreed amount prior to start of fabrication.

Sincerely,
 M.W. Saussé & Co., Inc.

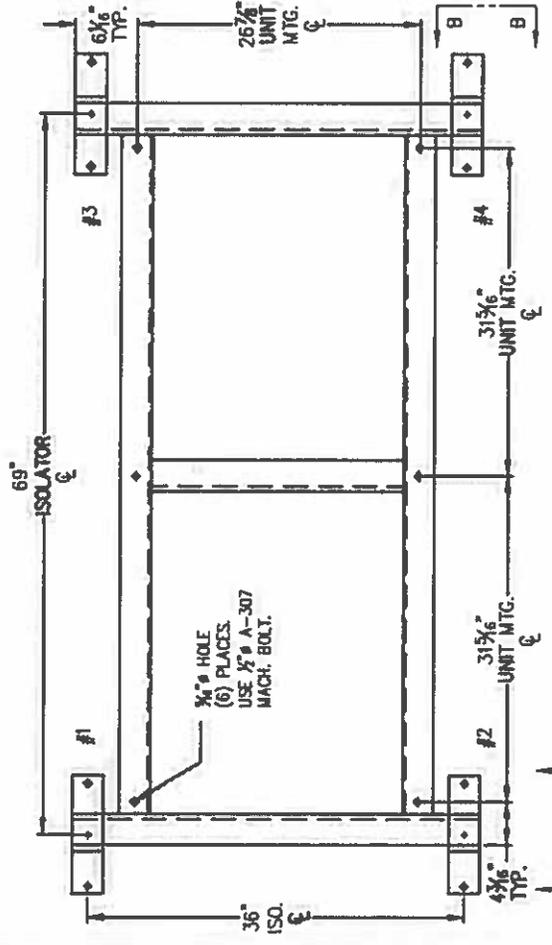
CC: MICHAEL GREEN

Peter Sachdeva/Dylan Mercado Watters
 General Manager/Project Engineer

E-mail(s): psachdeva@vibrex.net, dmercadowatters@vibrex.net

MARK	MAKE	MODEL	WEIGHT	STEEL SIZE
HP 2-1	MITSUBISHI	PURY-P144	730 LBS	4.3" X 2" X 1/4"
HP 3-1	MITSUBISHI	PURY-P120	730 LBS	4.3" X 2" X 1/4"

DETAIL - 1

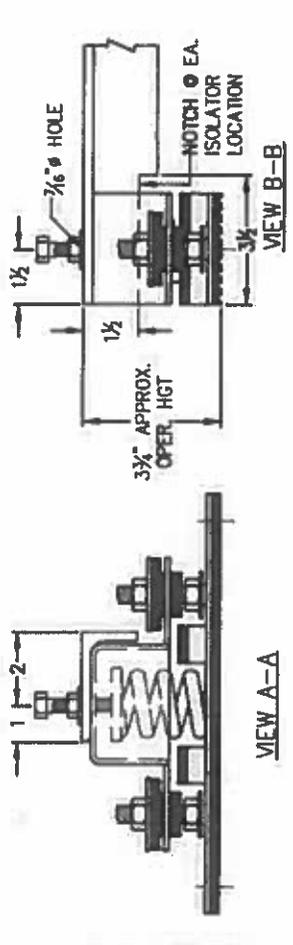
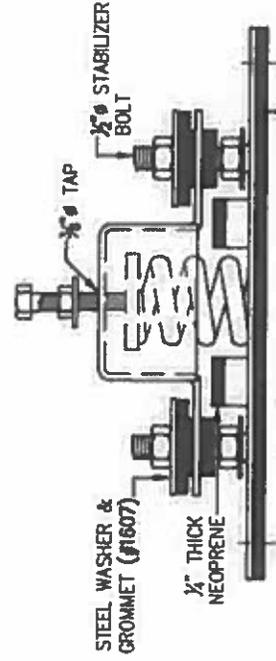
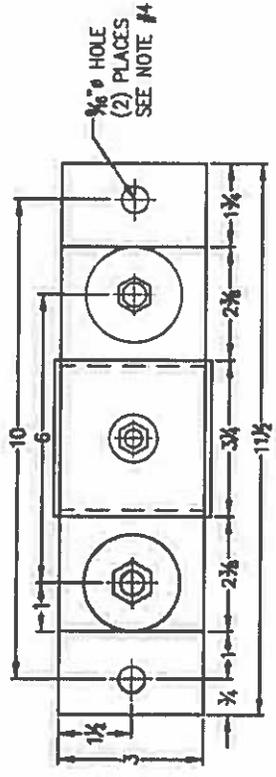


- NOTES:
- APPROX. STEEL WEIGHT INCLUDING ISOLATORS: 120 LBS.
 - ISOLATORS ARE OSHPD PRE-APPROVED #OPA-0098. SEE DETAIL 3.
 - STEEL FRAME IS FINISHED WITH INDUSTRIAL GRADE PRIMER.

MOUNT	SPRING	OD	DEFL.	LOAD
1-4	25125	2 1/2	2	250 LBS

DETAIL - 3

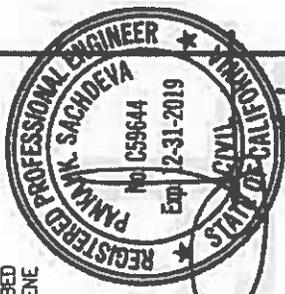
- NOTES:
- ALL DIMENSIONS IN INCHES
 - SPRING DEFLECTION: 2"
 - ALL COMPONENTS ARE POWDER COATED.
 - USE 1/2" DIA. LAG BOLT 4" LONG INTO MIN. 4 X 6 DOUGLAS FIR (LAID TALL); W/ MIN. EDGE DISTANCE: 1 1/2"; MIN. END DISTANCE: 3 1/2".



DETAIL - 2

MAX. ALLOW. LOADS: HORIZ. 1100 lbs. VERT. (UP) 1400 lbs.

ISOLATORS ARE O.S.H.P.D.
PRE-APPROVED No. OPA-0098
VIBREX TYPE **RMU-EQ-SH-1A**

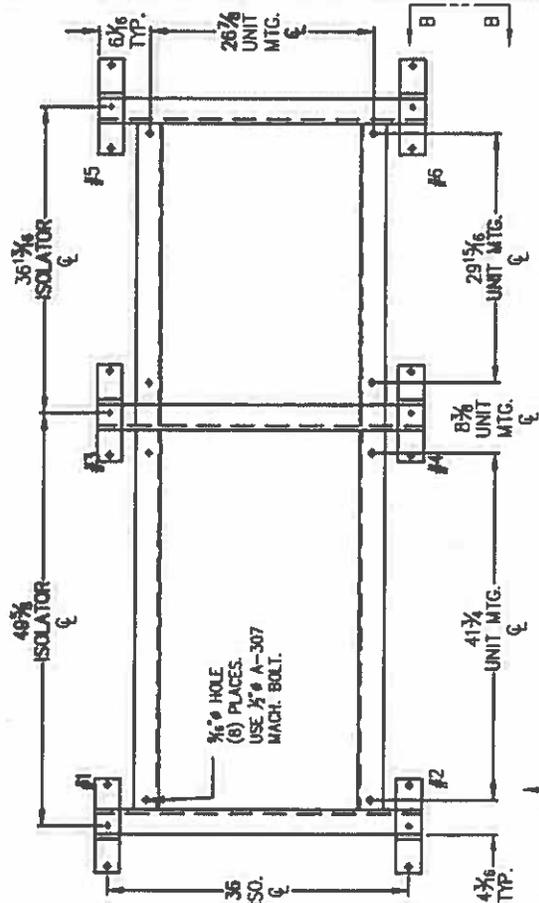


M. W. SAUSSÉ & CO., INC. 28744 WITHERSPOON PKWY, VALENCIA, CA 91355 PHONE: (661) 257-3311 FAX: (661) 257-7673		JOB NAME: MCKINNA ELEMENTARY SCHOOL RECONSTRUCTION CUST: SHELDON MECHANICAL CUST. P.O.: 3053-4440 MECH. ENGR.: MARK: HP 2-1, 3-1	
REVISIONS: A: CLARIFIED ANCHORAGE DWG 5/8/19 B: C: D:		DRN: DMW DATE: 12/12/18 DRAWING NO.:	ENG: DMW DATE: 12/12/18 DRAWING NO.: 63267-3A



MARK	MAKE	MODEL	WEIGHT	STEEL SIZE
HP 5-1	mitsubishi	PURY-P168	1008 LBS	L3" X 2" X 1/4"

DETAIL - 1



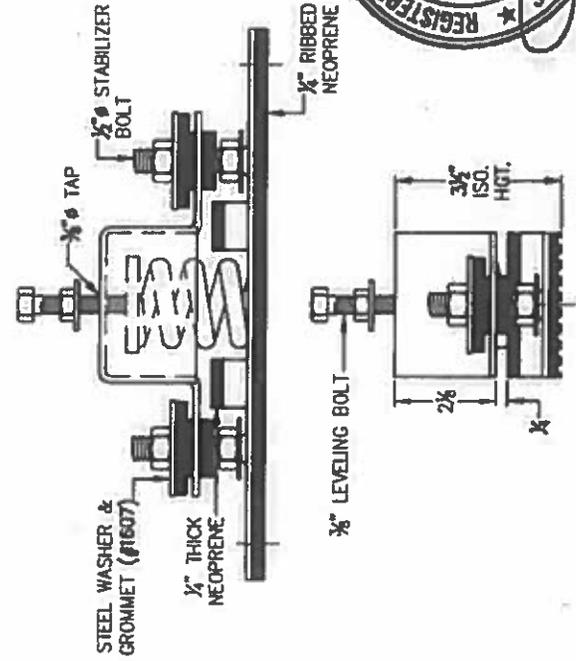
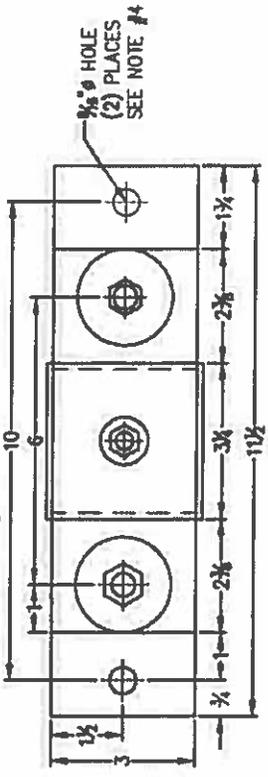
- NOTES:
1. APPROX. STEEL WEIGHT INCLUDING ISOLATORS: 140 LBS.
 2. ISOLATORS ARE OSHPO PRE-APPROVED #OPA-0098. SEE DETAIL 3.
 3. STEEL FRAME IS FINISHED WITH INDUSTRIAL GRADE PRIMER.

MOUNT	SPRING	OD	DEFL	LOAD
1,2,5,6	2588 (YELLOW)	2 1/2	2	176 LBS
3, 4	25175 (PINK)	2 1/2	2	350 LBS

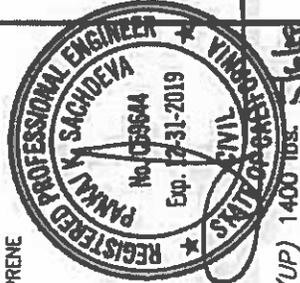
DETAIL - 3

ISOLATORS ARE O.S.H.P.D.
PRE-APPROVED No. OPA-0098
VIBREX TYPE RMU-EQ-SH-1A

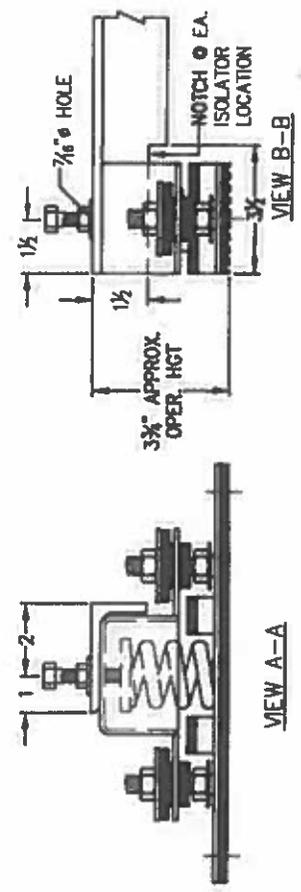
- NOTES:
1. ALL DIMENSIONS IN INCHES
 2. SPRING DEFLECTION: 2"
 3. ALL COMPONENTS ARE POWDER COATED.
 4. USE 1/2" DIA. LAG BOLT 4" LONG INTO MIN. 4 X 6 DOUGLAS FIR (LAID TALL); W/ MIN. EDGE DISTANCE: 1 1/2"; MIN. END DISTANCE: 3 1/2".



MAX. ALLOW. LOADS: HORIZ. 1100 lbs. VERT. (UP) 1400 lbs. S 1/4



DETAIL - 2



JOB NAME: MCKINNA ELEMENTARY SCHOOL RECONSTRUCTION
CUST: SHELDON MECHANICAL
CUST. P.O.: 3053-4440
MECH. ENGR.:
MARK: HP 5-1

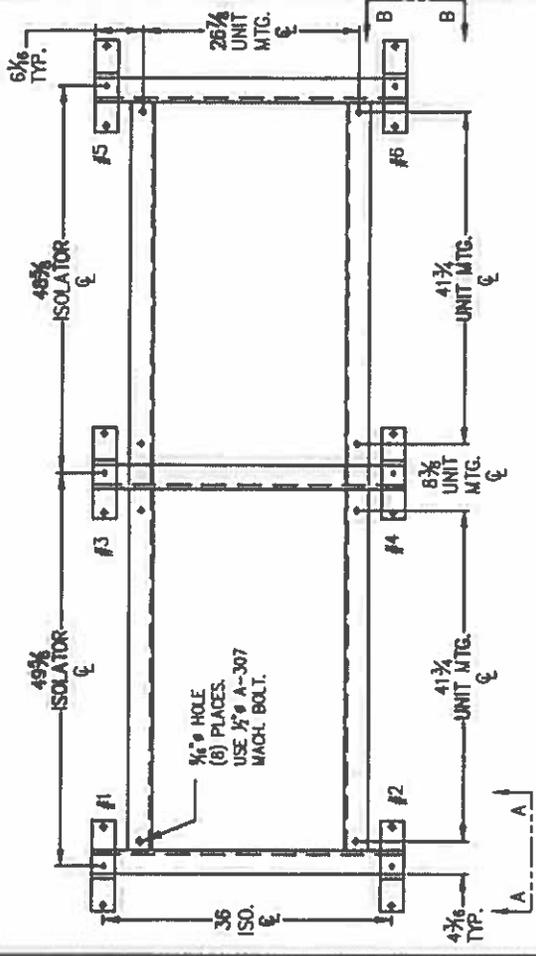
M. W. SAUSSÉ & CO., INC.
28744 WITHERSPOON PKWY, VALENCIA, CA 91355
PHONE: (661) 257-3311 FAX: (661) 257-7673
Vibrex RMUAB-EQ

REVISIONS:	DRN: DMW	ENG: DMW
A: CLARIFIED ANCHORAGE. DMW 5/8/19	DATE: 12/12/18	
B:		
C:		
D:		

DRAWING NO.: 63267-3.2A

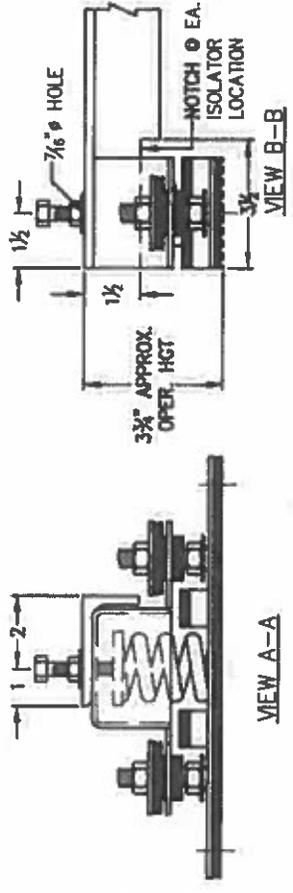
MARK	MAKE	MODEL	WEIGHT	STEEL SIZE
HP 4-1, 4-2	MITSUBISHI	PURY-P192	1068 LBS	3" X 2" X 1/4"

DETAIL - 1



- NOTES:
1. APPROX. STEEL WEIGHT INCLUDING ISOLATORS: 150 LBS.
 2. ISOLATORS ARE OSHPD PRE-APPROVED #OPA-0098. SEE DETAIL 3.
 3. STEEL FRAME IS FINISHED WITH INDUSTRIAL GRADE PRIMER.

DETAIL - 2



M. W. SAUSSÉ & CO., INC.
 28744 WITHERSPOON PKWY, VALENCIA, CA 91355
 PHONE: (661) 257-3311 FAX: (661) 257-7673

Vibrex RMUAB-EQ

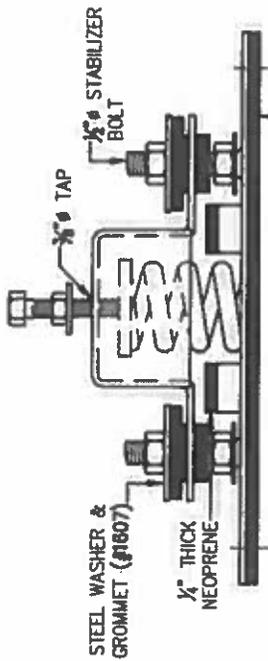
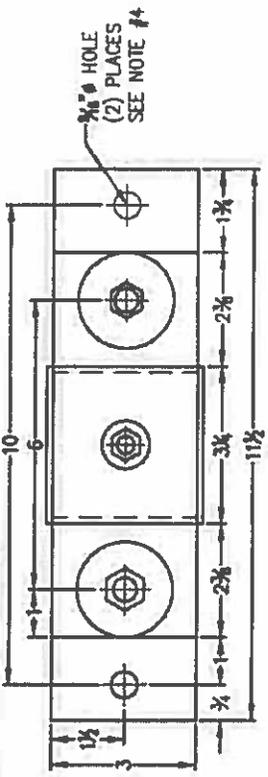
JOB NAME: MCKINNA ELEMENTARY SCHOOL RECONSTRUCTION
 CUST: SHELDON MECHANICAL
 CUST. P.O.: 3053-4440
 MECH. ENGR.:
 MARK: HP 4-1, 4-2

MOUNT	SPRING	OD	DEFL	LOAD
1, 2, 5, 6	25125 (BROWN)	2 1/2	2	250 LBS
3, 4	25175 (PINK)	2 1/2	2	350 LBS

DETAIL - 3

ISOLATORS ARE O.S.H.P.D.
 PRE-APPROVED No. OPA-0098
 VIBREX TYPE RMU-BQ-SH-1A

- NOTES:
1. ALL DIMENSIONS IN INCHES
 2. SPRING DEFLECTION: 2"
 3. ALL COMPONENTS ARE POWDER COATED.
 4. USE 1/2" DIA. LAG BOLT 4" LONG INTO MIN. 4 X 6 DOUGLAS FIR (LAID TALL); W/ MIN. EDGE DISTANCE: 1 1/2"; MIN. END DISTANCE: 3 3/4".

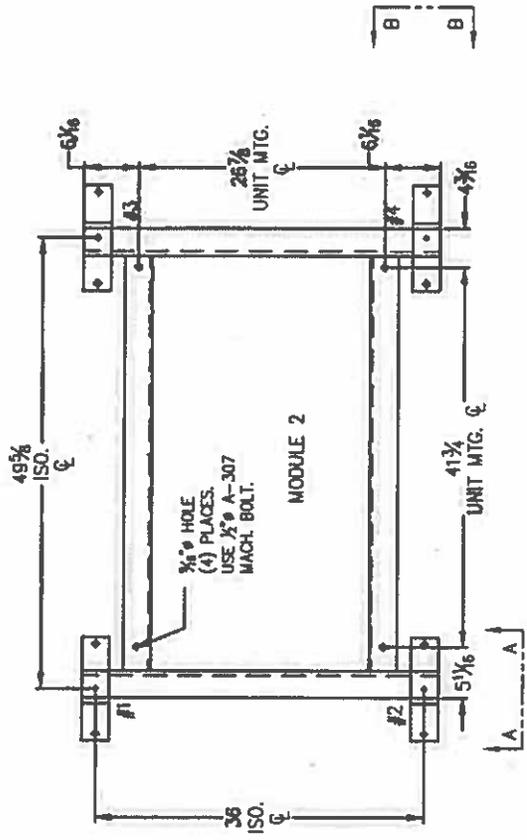


MAX. ALLOW. LOADS: HORIZ. 1100 lbs. VERT. (UP) 1400 lbs. (DOWN) 1400 lbs.

REVISIONS:	DRN: DMW	ENG: DMW
A: CLARIFIED ANCHORAGE, DMW 5/6/19	DATE: 12/12/18	
B:	DRAWING NO.:	63267-3.3A
C:		
D:		

MARK	MAKE	MODEL	WEIGHT	STEEL SIZE
HP 4-3, 4-4	MITSUBISHI	PURY-P96 MODULE 2	534 LBS	3"x 2" x 1/4"

DETAIL - 1



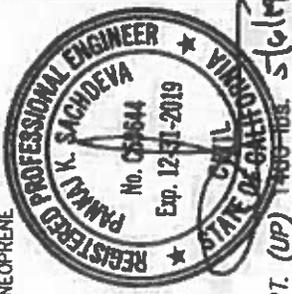
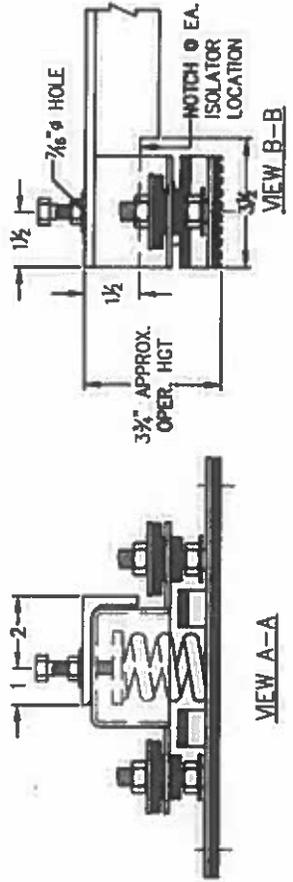
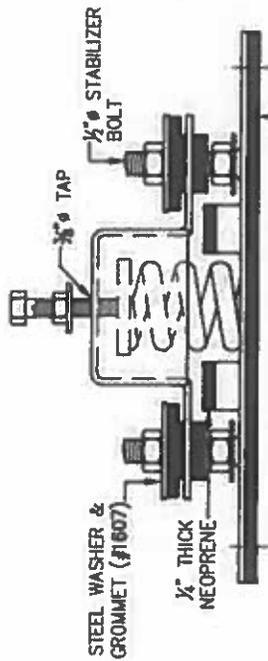
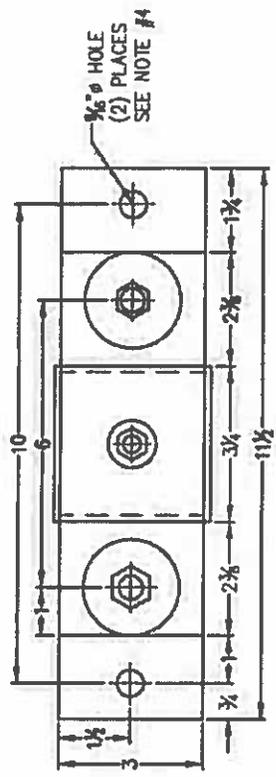
- NOTES:
1. APPROX. STEEL WEIGHT INCLUDING ISOLATORS: 100 LBS.
 2. ISOLATORS ARE OSHPD PRE-APPROVED #OPA-0098. SEE DETAIL 3.
 3. STEEL FRAME IS FINISHED WITH INDUSTRIAL GRADE PRIMER.

MOUNT	SPRING	OD	DEFL	LOAD
1-4	25125 (BROWN)	2 1/2	2	250 LBS

- NOTES:
1. ALL DIMENSIONS IN INCHES
 2. SPRING DEFLECTION: 2"
 3. ALL COMPONENTS ARE POWDER COATED.
 4. USE 1/2" DIA. LAG BOLT 4" LONG INTO MIN. 4 X 6 DOUGLAS FIR (LAW TALL); W/ MIN. EDGE DISTANCE: 1 1/2"; MIN. END DISTANCE: 3 1/2".

DETAIL - 3

ISOLATORS ARE O.S.H.P.D.
PRE-APPROVED No. OPA-0098
VIBREX TYPE RMU-BQ-SH-1A



MAX. ALLOW. LOADS: HORIZ. 1100 lbs. VERT. (UP) 1400 lbs.

M. W. SAUSSÉ & CO., INC. 28744 WITHERSPOON PKWY, VALENCIA, CA 91355 PHONE: (661) 257-3311 FAX: (661) 257-7673		JOB NAME: MCKINNA ELEMENTARY SCHOOL RECONSTRUCTION CUST: SHELDON MECHANICAL CUST. P. O.: 3053-4440 MECH. ENGR.: MARK: HP 4-3, 4-4	
Vibrex RMUAB-EQ		REVISIONS: A: B: C: D:	
DRN: DMW	ENG: DMW	DATE: 5/8/19	DRAWING NO.: 63267-3.5



REQUEST FOR INFORMATION FOR SUBCONTRACTOR ACTION

RFI No. : 211

Project: McKinna Elementary School Reconstruction

Date: 02-14-19

Discipline: Structural

Subject: Classroom Roof Screen Brace Span

DRAWING & SPECIFICATION REFERENCES

Drawing Sheet / Specification	Detail / Sub Section	Comments
S105		
1/S601		
9/S601		

QUESTION

Roof screen bracing calls for 12" O.C MAX TYP on sheet S105. Equipment platforms and anchorage are to be constructed per 9/S601 and 1/S601. TYPICAL MECHANICAL PLATFORM 1/S601 requires a 12" minimum distance from the edge of the platform to the center of the angle attachment. Per this detail, and the size of the heat pumps, the equipment pads for HP 4-1 and HP 4-2 are approximately 132"x60". Equipment pads for HP 4-3 and HP 4-4 are approximately 153"x60". Roof screen bracing adjacent to equipment pads for HP 4-3 and 4-4 must exceed 12' O.C MAX, or the screen itself must be located further away from the pad. Mechanical equipment pad sizes and layout are on pages 2, 3 and 4 for your reference.

SUGGESTION

Please advise.

ANSWER

Shift units and provide individual platforms for each unit to locate braces around rooftop units without exceeding the 12'-0" on center maximum spacing for the bracing. Add additional bracing as required. The 12 inch dimension as shown on detail 1/S601 can be less provided the unit anchorage and anchorage of the platform can still be constructed per plan
PJC (MHP), 2/18/19

RESPONSE DISTRIBUTION

Company	Contact	Date Sent
Sheldon Mechanical Corp	Dillion Boute	2/27/2019
Abdellatif Enterprises Inc	Hazem Abdellatif	2/27/2019
Anderson Charnesky Structural Steel Inc	Kevin Charnesky	2/27/2019



**REQUEST FOR INFORMATION
FOR SUBCONTRACTOR ACTION**

RFI No. : 211

Project: McKinna Elementary School Reconstruction

Date: 02-14-19

Discipline: Structural

Subject: Classroom Roof Screen Brace Span

Please review and advise Bernards, **WITHIN 7 days**, if there are any additional costs or schedule impacts associated with incorporating the RFI response with the Contract Work. (Include a brief description and rough order estimate of the change with this notification. If no response is received within 7 days, Bernards shall trust that there is no impact to your Contract Price or Schedule.

Question Initiated By: Mitch Michaelis - Bernards

Submitted By: Mitch Michaelis - Bernards

Project: McKinna Elementary School Reconstruction

Job No. 1643.

2 of 2

REQUEST FOR INFORMATION

Report Date: 2/27/2019



REQUEST FOR INFORMATION

RFI No.: 211

To: Kevin Griendling
Company: Perkins Eastman Dougherty
Project: McKinna Elementary School Reconstruction
Subject: Classroom Roof Screen Brace Span

Date: 02-14-19
Discipline: Structural

Response Requested By: 02-21-2019

DRAWINGS & SPECIFICATION REFERENCES

Drawing Sheet / Specification	Detail / Sub Section	Comments
S105		
1/S601		
9/S601		

QUESTION

Roof screen bracing calls for 12" O.C MAX TYP on sheet S105. Equipment platforms and anchorage are to be constructed per 9/S601 and 1/S601. TYPICAL MECHANICAL PLATFORM 1/S601 requires a 12" minimum distance from the edge of the platform to the center of the angle attachment. Per this detail, and the size of the heat pumps, the equipment pads for HP 4-1 and HP 4-2 are approximately 132"x60". Equipment pads for HP 4-3 and HP 4-4 are approximately 153"x60". Roof screen bracing adjacent to equipment pads for HP 4-3 and 4-4 must exceed 12' O.C MAX, or the screen itself must be located further away from the pad. Mechanical equipment pad sizes and layout are on pages 2, 3 and 4 for your reference.

SUGGESTION

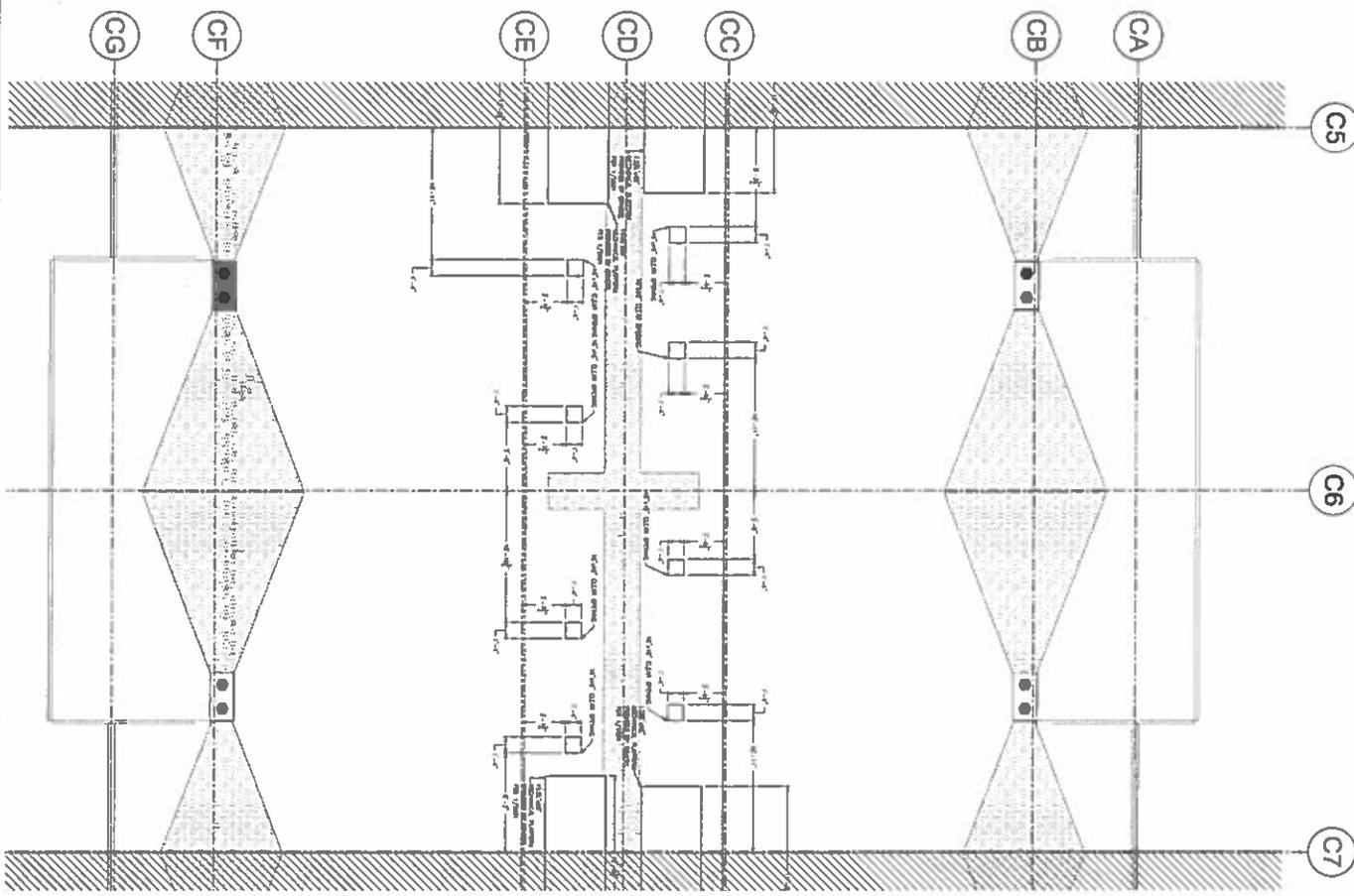
Please advise.

ANSWER

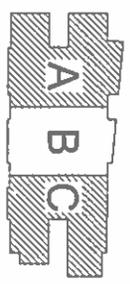
Shift units and provide individual platforms for each unit to locate braces around rooftop units without exceeding the 12'-0" on center maximum spacing for the bracing. Add additional bracing as required. The 12 inch dimension as shown on detail 1/S601 can be less provided the unit anchorage and anchorage of the platform can still be constructed per plan.
PJC (MHP), 2/18/19

Response Provided By: _____
Name Company Date

Question Initiated By: Mitch Michaelis - Bernards
Submitted By: Mitch Michaelis - Bernards



EQUIP OPENING & PAD LAYOUT - ROOF LEVEL AREA B



CLASSROOMS-BUILDING 4
MECHANICAL HVAC SHOP DRAWING
JOB NO. 4440
DATE: 01/16/2018
SCALE: AS NOTED
JOB NO. 4440
DATE: 01/16/2018
JOB NO. 4440
DATE: 01/16/2018

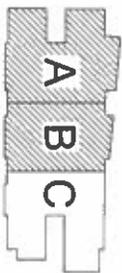
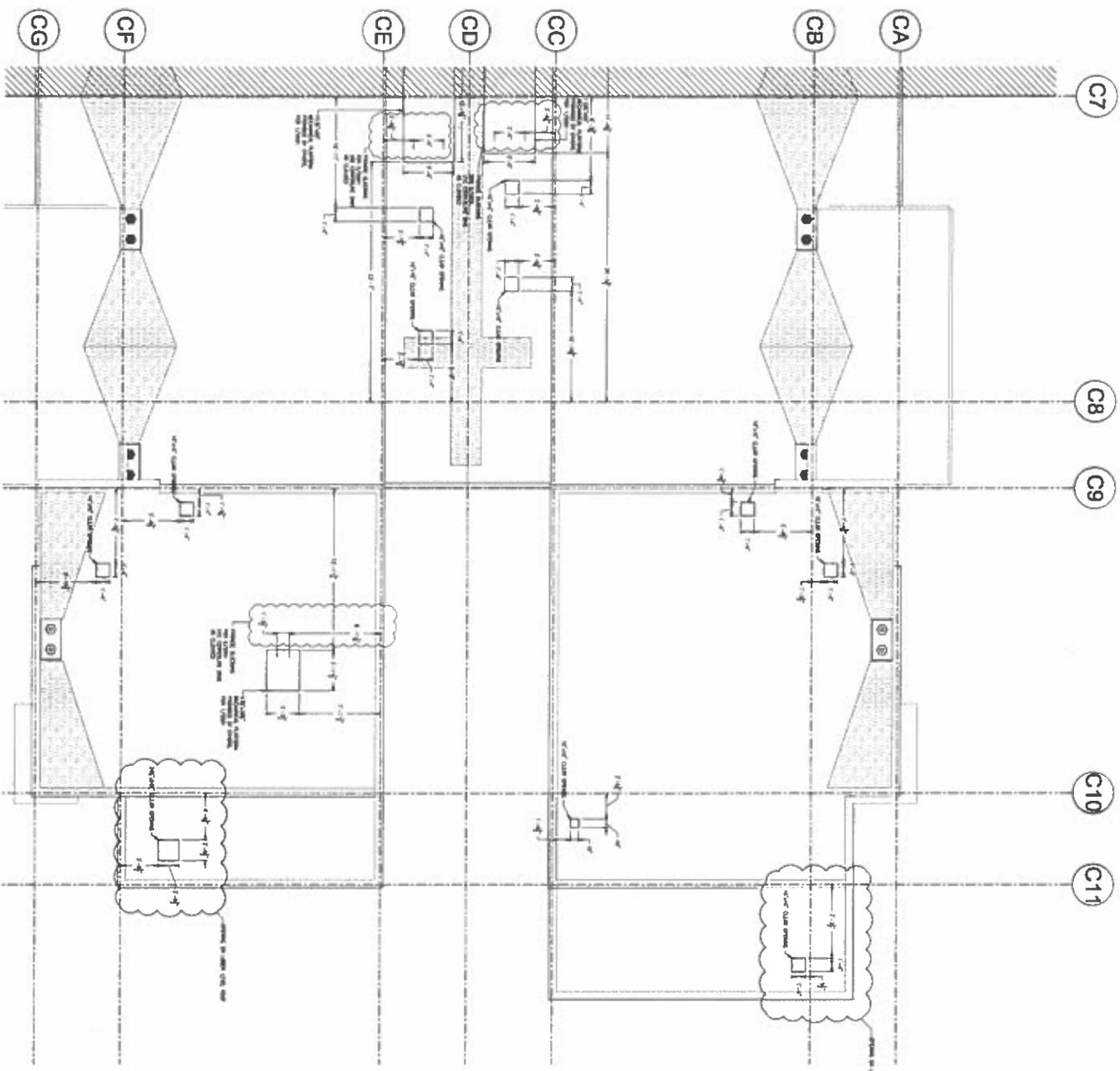
NO.	DATE	REVISION
1	01/21/18	ISSUED FOR COORDINATION
2	02/08/18	RE-ISSUED FOR COORDINATION

CLASSROOMS-BUILDING 4
MECHANICAL HVAC SHOP DRAWING
JOB NO. 4440
DATE: 01/16/2018
JOB NO. 4440
DATE: 01/16/2018
JOB NO. 4440
DATE: 01/16/2018

Sheldon Mechanical Corporation
HVAC MECHANICAL CONTRACTOR

COORDINATION SIGN-OFF	
Discipline	Signature

Sheldon Mechanical Corporation
1811 SOUTH J STREET
OAKLAND, CA 94612
TEL: 510.436.1800
WWW.SHEDDONMECH.COM



EQUIP OPENINGS & PAD LAYOUT - ROOF LEVEL AREA C

DATE	01/21/18
DATE	02/08/19
DATE	
DATE	
DATE	

NO.	DATE	REVISION
1	01/21/18	ISSUED FOR COORDINATION
2	02/08/19	RE-ISSUED FOR COORDINATION

Sheldon Mechanical Corporation
 HVAC MECHANICAL CONTRACTOR

NO.	DATE	REVISION

COORDINATION SIGN-OFF

CLASSROOMS BUILDING 4
 MECHANICAL HVAC SHOP DRAWING
 MICHUNA ELEMENTARY SCHOOL
 OXNARD SCHOOL DISTRICT
 1811 SOUTH J STREET
 OXNARD CA 93033

DATE: 02/18/2018
 SCALE: AS NOTED
 PROJECT: MH2.43C
 SHEET NO: 1440



CONTINGENCY ALLOCATION REQUEST

CAR No. 176 R0

Date: 3/15/2020

Project: McKinna Elementary School Reconstruction

DESCRIPTION OF WORK

RFI 120R1 - VRF Heat Recovery Box Isolation Valves

SUMMARY OF ALLOCATIONS

Item Description	Company	Amount Requested
Contractual Costs		
		-10,433
	Subtotal:	-10,433

SUMMARY OF ALLOCATIONS

Item Description	Company	Amount Requested
Subcontract Costs		
	Sheldon Mechanical Corp	10,433
	Subtotal:	10,433

Total Change Order Request Amount: 0

ACKNOWLEDGEMENT

Oxnard School District

Bernards Bros. Inc.

Signature

Signature

Printed Name & Title

Printed Name & Title

Date

Date

REVIEWED

- DOCUMENT CLARIFICATIONS
- AGENCY REVIEW
- FIELD CONDITIONS
- OWNER'S REQUEST
- CONTRACTOR BUYOUT



SHELDON MECHANICAL CORPORATION

November 13, 2019

Bernards
555 1st Street
San Fernando, Ca. 91340

Attn: Mr. Jaime Pace

Subject: McKinna Elementary School
SMC COR #8 RFI #120 R1 VRF Heat Recovery Box Isolation Valves R1

Dear Jaime,

Per RFI #120 the MEOR stated the Isolation Valves are to be provided as recommended by the Manufacture at the inlet and outlet of the Heat Recovery Boxes. After verifying with our Manufacture Rep, Isolation Valves are only recommended at the inlet of the Heat Recovery Boxes (VRF Condensing Unit to Heat Recovery Box) and not at the outlet (Heat Recovery Box to VRF Fan Coil Unit). We recommended installing Isolation Valves at the outlet of the Heat Recovery Boxes for future serviceability and maintenance, in which the MEOR confirmed to install them on the inlet and outlet of the Heat Recovery Box per RFI #120 R1. Attached is our itemized cost to furnish and install (94) Isolation Valves at the outlet of the Heat Recovery Boxes serving (47) VRF Fan Coil Units – (2) Isolation Valves per VRF Fan Coil Unit.

Cost for SMC COR #8 is \$10,433.00

If you have any questions please call me.

Sincerely,

Dillon J. Boute'

Dillon J. Boute'

SHELDON MECHANICAL CORPORATION

26015 Avenue Hall, Santa Clarita, CA 91355 Office: (661) 286-1361 Fax: (661) 287-9083
California State Contractors License Number 463722 – C20. C38



SHELDON MECHANICAL CORPORATION

Project		Date		
McKinna Elementary SMC COR #8 R1		11/13/2019		
Description	Ref. Amount	Op	Rate	Amount
MATERIAL:				
SUBTOTAL				\$ -
MAJOR QUOTATIONS:				
EQUIPMENT:				
SPECIALTIES:				
Windustrial - Refrigerant Piping				\$ 3,137.00
SUBTOTAL				\$ 3,137.00
SALES TAX:				
Material Total	\$ -	%	9.50%	\$ -
Major Quotations Total	\$ 3,137.00	%	7.75%	\$ 243.12
SUBTOTAL				\$ 243.12
FIELD LABOR:				
Install 94 Isolation Valves				
Foreman	23.5	*	\$ 118.53	\$ 2,785.46
Journeyman	23.5	*	\$ 98.37	\$ 2,311.70
SUBTOTAL				\$ 5,097.15
SPECIALIZED LABOR:				
SUBTOTAL				\$ -
DIRECT JOB EXPENSES:				
Freight		4 *	\$ 75.00	\$ 300.00
Material Handling		3 *	\$ 98.37	\$ 295.11
SUBTOTAL				\$ 595.11
SUBCONTRACTS:				
SUBTOTAL				\$ -
JOB SUBTOTAL				\$ 9,072.38
OVERHEAD MARKUP				
Flat Rate Markup	\$ 9,072.38	*	15.00%	\$ 1,360.86
Material	\$ -			\$ -
Major Quotations	\$ 3,137.00			\$ 3,137.00
Sales Tax	\$ 243.12			\$ 243.12
Direct Field Labor	\$ 5,097.15			\$ 5,097.15

Specialized labor	\$	-			\$	-
Direct job Expences	\$	595.11			\$	595.11
Sub Contracts	\$	-			\$	-
JOB TOTAL					\$	10,433.23
BOND			*	1.00%	\$	-
BID TOTAL					\$	10,433.23

HOURLY LABOR COST RATES

Sub/Contractor: Sheldon Mechanical Corp.
Effective Date: _____
Project: _____
Rate Effective Through: June 30, 2020

Trade: HVAC (Sheet Metal)
Classification: Journeyman
Union : **Non Union:**

	<u>Straight Time</u>	<u>Time & 1/2</u>	<u>Double Time</u>
A. HOURLY TAXABLE WAGE COSTS			
Hourly Wage	\$ 45.78	\$ 68.67	\$ 91.56
Wage Escalation			
Hourly Taxable Wage Costs Subtotal	\$ 45.78	\$ 68.67	\$ 91.56
B. HOURLY PAYROLL TAX & INSURANCE			
Social Security	\$ 2.84	\$ 4.26	\$ 5.68
Medicare	\$ 0.66	\$ 1.00	\$ 1.33
FUI	\$ 0.87	\$ 1.30	\$ 1.74
SUI	\$ 2.84	\$ 4.26	\$ 5.68
Workers Compensation Insurance	\$ 2.81	\$ 4.22	\$ 5.62
Hourly Payroll Tax & Insurance Subtotal	\$ 10.02	\$ 15.03	\$ 20.04
C. HOURLY BENEFITS			
Health & Welfare (or equivalent)	\$ 11.30	\$ 11.30	\$ 11.30
Pension & Retirement (or equivalent)	\$ 16.84	\$ 16.84	\$ 16.84
Training (or equivalent)	\$ 0.96	\$ 0.96	\$ 0.96
Industry Fund	\$ 0.53	\$ 0.53	\$ 0.53
Hourly Benefits Subtotal	\$ 29.63	\$ 29.63	\$ 29.63
D. HOURLY OTHER			
Safety	\$ 1.10	\$ 1.65	\$ 2.20
Truck	\$ -	\$ -	\$ -
Computer/Electronic Expense	\$ -	\$ -	\$ -
Subsistence	\$ 10.00	\$ 10.00	\$ 10.00
Zone	\$ -	\$ -	\$ -
State Mandated Breaks	\$ 1.84	\$ 2.76	\$ 3.68
Hourly Other Subtotal	\$ 12.94	\$ 14.41	\$ 15.88
Total Hourly Labor Cost Rate (A+B+C+D)	\$ 98.37	\$ 127.74	\$ 157.11
General Liability Insurance			
Total Hourly Labor Cost Rate + G.L. Insurance	\$ 98.37	\$ 127.74	\$ 157.11

HOURLY LABOR COST RATES

Sub/Contractor: Sheldon Mechanical Corp.
Effective Date: _____
Project: _____
Rate Effective Through: June 30, 2020

Trade: HVAC (Sheet Metal)
Classification: Foreman
Union : **Non Union:**

	<u>Straight Time</u>	<u>Time & 1/2</u>	<u>Double Time</u>
A. HOURLY TAXABLE WAGE COSTS			
Hourly Wage	\$ 52.65	\$ 78.98	\$ 105.30
Wage Escalation			
Hourly Taxable Wage Costs Subtotal	\$ 52.65	\$ 78.98	\$ 105.30
B. HOURLY PAYROLL TAX & INSURANCE			
Social Security	\$ 3.26	\$ 4.90	\$ 6.53
Medicare	\$ 0.76	\$ 1.15	\$ 1.53
FUI	\$ 1.00	\$ 1.50	\$ 2.00
SUI	\$ 3.26	\$ 4.90	\$ 6.53
Workers Compensation Insurance	\$ 3.18	\$ 4.77	\$ 6.36
Hourly Payroll Tax & Insurance Subtotal	\$ 11.47	\$ 17.21	\$ 22.94
C. HOURLY BENEFITS			
Health & Welfare (or equivalent)	\$ 11.30	\$ 11.30	\$ 11.30
Pension & Retirement (or equivalent)	\$ 16.34	\$ 16.34	\$ 16.34
Training (or equivalent)	\$ 0.96	\$ 0.96	\$ 0.96
Industry Fund	\$ 0.53	\$ 0.53	\$ 0.53
Hourly Benefits Subtotal	\$ 29.13	\$ 29.13	\$ 29.13
D. HOURLY OTHER			
Safety	\$ 1.20	\$ 1.80	\$ 2.40
Truck	\$ 11.06	\$ 11.06	\$ 11.06
Computer/Electronic Expense	\$ 1.02	\$ 1.02	\$ 1.02
Subsistence	\$ 10.00	\$ 10.00	\$ 10.00
Zone	\$ -	\$ -	\$ -
State Mandated Breaks	\$ 2.00	\$ 3.00	\$ 4.00
Hourly Other Subtotal	\$ 25.28	\$ 26.88	\$ 28.48
Total Hourly Labor Cost Rate (A+B+C+D)	\$ 118.53	\$ 152.19	\$ 185.85
General Liability Insurance			
Total Hourly Labor Cost Rate + G.L. Insurance	\$ 118.53	\$ 152.19	\$ 185.85

HOURLY LABOR COST RATES

Sub/Contractor: Sheldon Mechanical Corp.
Effective Date: _____
Project: _____
Rate Effective Through: June 30, 2020

Trade: HVAC (Sheet Metal)
Classification: Detailer
Union : **Non Union:**

	<u>Straight Time</u>	<u>Time & 1/2</u>	<u>Double Time</u>
A. HOURLY TAXABLE WAGE COSTS			
Hourly Wage	\$ 52.65	\$ 78.98	\$ 105.30
Wage Escalation			
Hourly Taxable Wage Costs Subtotal	\$ 52.65	\$ 78.98	\$ 105.30
B. HOURLY PAYROLL TAX & INSURANCE			
Social Security	\$ 3.26	\$ 4.90	\$ 6.53
Medicare	\$ 0.76	\$ 1.15	\$ 1.53
FUI	\$ 1.00	\$ 1.50	\$ 2.00
SUI	\$ 3.26	\$ 4.90	\$ 6.53
Workers Compensation Insurance	\$ 3.18	\$ 4.77	\$ 6.36
Hourly Payroll Tax & Insurance Subtotal	\$ 11.47	\$ 17.21	\$ 22.94
C. HOURLY BENEFITS			
Health & Welfare (or equivalent)	\$ 11.30	\$ 11.30	\$ 11.30
Pension & Retirement (or equivalent)	\$ 16.84	\$ 16.84	\$ 16.84
Training (or equivalent)	\$ 0.96	\$ 0.96	\$ 0.96
Industry Fund	\$ 0.53	\$ 0.53	\$ 0.53
Hourly Benefits Subtotal	\$ 29.63	\$ 29.63	\$ 29.63
D. HOURLY OTHER			
Safety	\$ 1.20	\$ 1.80	\$ 2.40
Truck	\$ -	\$ -	\$ -
Computer/Electronic Expense	\$ 1.02	\$ 1.02	\$ 1.02
Subsistence	\$ -	\$ -	\$ -
Zone	\$ -	\$ -	\$ -
State Mandated Breaks	\$ 2.00	\$ 3.00	\$ 4.00
Hourly Other Subtotal	\$ 4.22	\$ 5.82	\$ 7.42
Total Hourly Labor Cost Rate (A+B+C+D)	\$ 97.97	\$ 131.63	\$ 165.29
General Liability Insurance	\$ 0.17	\$ 0.22	\$ 0.28
Total Hourly Labor Cost Rate + G.L. Insurance	\$ 98.14	\$ 131.86	\$ 165.58

ORANGE COUNTY
WindustrialTM
 COMPANY

1335 S ALLEC ST
 ANAHEIM, CA 92805-6304

PHONE (714) 532-1900
 FAX (714) 532-1945

Job Name
REFER BALL VALVES

Quote No.	Date	Page
0021963	5/16/19	1
Expiration Date		6/15/19
Revised Date		5/16/19
Bid Due Date		5/16/19

Quoted To Customer
SHELDON MECHANICAL ***MAIN ACCOUNT*** 26015 AVENUE HALL VALENCIA, CA 91355-1241
Phone (661) 286-1361 Fax (661) 287-9083

Quoted By
Matthew Van Denburg MAVAN@WINDUSTRIAL.COM (714) 532-1900

Customer	Payment Terms	Quoted To	Salesperson	FOB
013593	NET 30 DAYS	Matthew Van Denburg	PATRICK KERIN	S

Line	Qty.	Description	Unit Price	UOM	Extended Price
1.0	10	AQ17859 1/4 REF BALL VALVE	33.4598	EA	334.60
2.0	10	AQ17861C 1/2 REF BALL VALVE	33.3628	EA	333.63
3.0	37	AQ17860C 3/8 REF BALL VALVE	33.3628	EA	1234.42
4.0	37	AQ17862C 5/8 REF BALL VALVE	33.3628	EA	1234.42

Tax Area Id	Net Sales	3,137.07
050590090	Freight	.00
	Tax	298.02
	Quotation Total	3,435.09



REQUEST FOR INFORMATION

RFI No.: 120R1

To: Kevin Griendling

Date: 05-11-19

Company: Perkins Eastman Dougherty

Discipline: Mechanical

Project: McKinna Elementary School Reconstruction

**Subject: VRF Heat Recovery Box Isolation
Valves**

Response Requested By: 05-18-2019

DRAWINGS & SPECIFICATION REFERENCES

Drawing Sheet / Specification	Detail / Sub Section	Comments
M004		

QUESTION

Per response of RFI 120, Sheldon is to provide isolation valves, as recommended by the manufacturer. Manufacturer was contacted by Sheldon, see page 2 for recommendations from representative.

In addition to the manufacturers recommendation of installing isolation valves at the inlet of heat recovery boxes, Sheldon recommends having them installed at the outlet for the following reason: If Isolation Valves are installed at the Heat Recovery Boxes, the end user will be able to isolate the individual Fan Coil Units or Condensing Units for any future maintenance work or repairs without affecting the other units being served off of that system.

SUGGESTION

Please advise.

ANSWER

My previous response in the original RFI 120 still stands that per the manufacturer it is recommended that isolation valves be installed on the inlets and the outlets of the Heat Recovery boxes. However, install valves on inlets and outlets that connect to the Fan Coil units only. The manufacturer does not recommend adding isolation valves on the heat recovery boxes for the outdoor heat pump units.

Response Provided By: <u>Vicky Reyes</u>	<u>Design West Engineering</u>	<u>5-14-2019</u>
Name	Company	Date

Question Initiated By: Dillion Boute - Sheldon Mechanical Corp - Author Number:

Submitted By: Mitch Michaelis - Bernards



26015 Avenue Hall
 Santa Clarita, CA 91355
 Phone: 661.286.1361
 Fax: 661.287.9086

Request For Information

RFI NO: 11.1

DATE: 5/10/2019

TO: Bernards

ATTN: Jaime Pace

JOB: Mckinna Elementary School [4440]

A/E:

SUBJECT: Isolation Valves for VRF System

REF: RFI No. 120

INFORMATION REQUESTED:

After verifying with the Manufacturer Rep, Isolation valves are recommended only at the Inlet side of the Heat Recovery Boxes (CU-HR). Sheldon Mechanical highly recommends Isolation Valves at the outlet of the Heat Recovery Boxes (HR-FC) for future serviceability and maintenance. Please note the additional ROM cost for Isolation Valves at the outlet of the HR Boxes is \$250.00 per Fan Coil. Please confirm if isolation valves are required at the outlet of the Heat Recovery Boxes.

Suggestion

If Isolation Valves are installed at the Heat Recovery Boxes, the end user will be able to isolate the individual Fan Coil Units or Condensing Units for any future maintenance work or repairs without affecting the other units being served off of that system.

REPLY REQUIRED: Yes

COST IMPACT: POSSIBLE

SCHEDULE IMPACT: POSSIBLE

FURTHER ACTION:

STATUS:



REQUEST FOR INFORMATION FOR SUBCONTRACTOR ACTION

RFI No. : 120

Project: McKinna Elementary School Reconstruction

Date: 11-16-18

Discipline: Mechanical

Subject: VRF Heat Recovery Box Isolation Valves

DRAWING & SPECIFICATION REFERENCES

Drawing Sheet / Specification	Detail / Sub Section	Comments
-------------------------------	----------------------	----------

QUESTION

Please confirm if isolation valves are required at the inlet and outlet of the heat recovery boxes for the VRF system. Currently none shown in contract documents.

SUGGESTION

If Isolation Valves are installed at the heat recovery boxes, the end user will be able to isolate the individual Fan Coil Units or Condensing Units for any future maintenance work or repairs without affecting the other units being served off of that system

ANSWER

Contractor to provide isolation valves to BC Controllers, as recommended by the Manufacturer

Vicky Reyes
DWE 11/21/18

RESPONSE DISTRIBUTION

Company	Contact	Date Sent
Sheldon Mechanical Corp	Dillion Boute	11/21/2018

Please review and advise Bernards, **WITHIN 7 days**, if there are any additional costs or schedule impacts associated with incorporating the RFI response with the Contract Work. (Include a brief description and rough order estimate of the change with this notification. If no response is received within 7 days, Bernards shall trust that there is no impact to your Contract Price or Schedule.

Question Initiated By: Dillion Boute - Sheldon Mechanical Corp - Author Number:
Submitted By: Mitch Michaelis - Bernards



REQUEST FOR INFORMATION

RFI No.: 120

To: Kevin Griendling
 Company: Perkins Eastman Dougherty
 Project: McKinna Elementary School Reconstruction

Date: 11-16-18
 Discipline: Mechanical

Subject: VRF Heat Recovery Box Isolation Valves

Response Requested By: 11-23-2018

DRAWINGS & SPECIFICATION REFERENCES

Drawing Sheet / Specification	Detail / Sub Section	Comments
-------------------------------	----------------------	----------

QUESTION

Please confirm if isolation valves are required at the inlet and outlet of the heat recovery boxes for the VRF system. Currently none shown in contract documents.

SUGGESTION

If Isolation Valves are installed at the heat recovery boxes, the end user will be able to isolate the individual Fan Coil Units or Condensing Units for any future maintenance work or repairs without affecting the other units being served off of that system

ANSWER

Contractor to provide isolation valves to BC Controllers, as recommended by the Manufacturer.

Response Provided By:	<u>Vicky Reyes</u>	<u>Design West Engineering</u>	<u>11/21/2018</u>
	Name	Company	Date

Question Initiated By: Dillion Boute - Sheldon Mechanical Corp - Author Number:
 Submitted By: Mitch Michaelis - Bernards



CONTINGENCY ALLOCATION REQUEST

CAR No. 178 R0

Date: 3/15/2020

Project: McKinna Elementary School Reconstruction

DESCRIPTION OF WORK

RFI 323-MPR Duct Knee Brace Support

SUMMARY OF ALLOCATIONS

Item Description	Company	Amount Requested
Contractual Costs		
		-4,319
	Subtotal:	-4,319

SUMMARY OF ALLOCATIONS

Item Description	Company	Amount Requested
Subcontract Costs		
	Sheldon Mechanical Corp	4,319
	Subtotal:	4,319
Total Change Order Request Amount:		0

ACKNOWLEDGEMENT

Oxnard School District

Bernards Bros. Inc.

Signature

Signature

Printed Name & Title

Printed Name & Title

Date

Date

REVIEWED

- DOCUMENT CLARIFICATIONS
- AGENCY REVIEW
- FIELD CONDITIONS
- OWNER'S REQUEST
- CONTRACTOR BUYOUT



SHELDON MECHANICAL CORPORATION

November 13, 2019

Bernards
555 1st Street
San Fernando, Ca. 91340

Attn: Mr. Jaime Pace

Subject: McKinna Elementary School
SMC COR #10 RFI #323 MPR Duct Knee Brace Support R1

Dear Jaime,

Attached is our itemized cost to furnish and install (8) knee braces for the ductwork located in the exterior chase of the MPR Building being that the ductwork is 12" from the wall exceeding the 2" as noted on Detail 6 on M600 due to the Fire Smoke Damper sleeve and throat of the elbow per RFI #323. Additionally, the Plumber's pipe is installed 9" off the wall (see attached picture) which also inhibits our ductwork to be installed 2" from the wall.

Cost for SMC COR #10 is \$4,319.00

If you have any questions please call me.

Sincerely,

Dillon J. Boute'

Dillon J. Boute'

SHELDON MECHANICAL CORPORATION

26015 Avenue Hall, Santa Clarita, CA 91355 Office: (661) 286-1361 Fax: (661) 287-9083
California State Contractors License Number 463722 – C20. C38



SHELDON MECHANICAL CORPORATION

Project		Date		
McKinna Elementary SMC COR #10 R1		11/13/2019		
Description	Ref. Amount	Op	Rate	Amount
MATERIAL:				
DFI Invoice				\$ 2,815.00
SUBTOTAL				\$ 2,815.00
MAJOR QUOTATIONS:				
EQUIPMENT:				
SUBTOTAL				\$ -
SALES TAX:				
Material Total	\$ 2,815.00	%	9.50%	\$ 267.43
Major Quotations Total	\$ -	%	7.75%	\$ -
SUBTOTAL				\$ 267.43
FIELD LABOR:				
Install Wall Straps Credit				
Foreman		-1 *	\$ 118.53	\$ (118.53)
Journeyman		-1 *	\$ 98.37	\$ (98.37)
Install Knee Braces T&M Add				
Journeyman		6 *	\$ 98.37	\$ 590.22
SUBTOTAL				\$ 373.32
SPECIALIZED LABOR:				
SUBTOTAL				\$ -
DIRECT JOB EXPENSES:				
Freight		4 *	\$ 75.00	\$ 300.00
SUBTOTAL				\$ 300.00
SUBCONTRACTS:				
SUBTOTAL				\$ -
JOB SUBTOTAL				\$ 3,755.75
OVERHEAD MARKUP				
Flat Rate Markup	\$ 3,755.75	*	15.00%	\$ 563.36
Material	\$ 2,815.00			\$ 2,815.00
Major Quotations	\$ -			\$ -
Sales Tax	\$ 267.43			\$ 267.43
Direct Field Labor	\$ 373.32			\$ 373.32

Specialized Labor	\$	-		\$	-
Direct Job Expences	\$	300.00		\$	300.00
Sub Contracts	\$	-		\$	-
JOB TOTAL				\$	4,319.11
BOND			*	1.00%	\$ -
BID TOTAL				\$	4,319.11

HOURLY LABOR COST RATES

Sub/Contractor: Sheldon Mechanical Corp.
Effective Date: _____
Project: _____
Rate Effective Through: June 30, 2020

Trade: HVAC (Sheet Metal)
Classification: Journeyman
Union : **Non Union:**

	<u>Straight Time</u>	<u>Time & 1/2</u>	<u>Double Time</u>
A. HOURLY TAXABLE WAGE COSTS			
Hourly Wage	\$ 45.78	\$ 68.67	\$ 91.56
Wage Escalation			
Hourly Taxable Wage Costs Subtotal	\$ 45.78	\$ 68.67	\$ 91.56
B. HOURLY PAYROLL TAX & INSURANCE			
Social Security	\$ 2.84	\$ 4.26	\$ 5.68
Medicare	\$ 0.66	\$ 1.00	\$ 1.33
FUI	\$ 0.87	\$ 1.30	\$ 1.74
SUI	\$ 2.84	\$ 4.26	\$ 5.68
Workers Compensation Insurance	\$ 2.81	\$ 4.22	\$ 5.62
Hourly Payroll Tax & Insurance Subtotal	\$ 10.02	\$ 15.03	\$ 20.04
C. HOURLY BENEFITS			
Health & Welfare (or equivalent)	\$ 11.30	\$ 11.30	\$ 11.30
Pension & Retirement (or equivalent)	\$ 16.84	\$ 16.84	\$ 16.84
Training (or equivalent)	\$ 0.96	\$ 0.96	\$ 0.96
Industry Fund	\$ 0.53	\$ 0.53	\$ 0.53
Hourly Benefits Subtotal	\$ 29.63	\$ 29.63	\$ 29.63
D. HOURLY OTHER			
Safety	\$ 1.10	\$ 1.65	\$ 2.20
Truck	\$ -	\$ -	\$ -
Computer/Electronic Expense	\$ -	\$ -	\$ -
Subsistence	\$ 10.00	\$ 10.00	\$ 10.00
Zone	\$ -	\$ -	\$ -
State Mandated Breaks	\$ 1.84	\$ 2.76	\$ 3.68
Hourly Other Subtotal	\$ 12.94	\$ 14.41	\$ 15.88
Total Hourly Labor Cost Rate (A+B+C+D)	\$ 98.37	\$ 127.74	\$ 157.11
General Liability Insurance			
Total Hourly Labor Cost Rate + G.L. Insurance	\$ 98.37	\$ 127.74	\$ 157.11

HOURLY LABOR COST RATES

Sub/Contractor: Sheldon Mechanical Corp.
Effective Date: _____
Project: _____
Rate Effective Through: June 30, 2020

Trade: HVAC (Sheet Metal)
Classification: Foreman
Union : **Non Union:**

	<u>Straight Time</u>	<u>Time & 1/2</u>	<u>Double Time</u>
A. HOURLY TAXABLE WAGE COSTS			
Hourly Wage	\$ 52.65	\$ 78.98	\$ 105.30
Wage Escalation			
Hourly Taxable Wage Costs Subtotal	\$ 52.65	\$ 78.98	\$ 105.30
B. HOURLY PAYROLL TAX & INSURANCE			
Social Security	\$ 3.26	\$ 4.90	\$ 6.53
Medicare	\$ 0.76	\$ 1.15	\$ 1.53
FUI	\$ 1.00	\$ 1.50	\$ 2.00
SUI	\$ 3.26	\$ 4.90	\$ 6.53
Workers Compensation Insurance	\$ 3.18	\$ 4.77	\$ 6.36
Hourly Payroll Tax & Insurance Subtotal	\$ 11.47	\$ 17.21	\$ 22.94
C. HOURLY BENEFITS			
Health & Welfare (or equivalent)	\$ 11.30	\$ 11.30	\$ 11.30
Pension & Retirement (or equivalent)	\$ 16.34	\$ 16.34	\$ 16.34
Training (or equivalent)	\$ 0.96	\$ 0.96	\$ 0.96
Industry Fund	\$ 0.53	\$ 0.53	\$ 0.53
Hourly Benefits Subtotal	\$ 29.13	\$ 29.13	\$ 29.13
D. HOURLY OTHER			
Safety	\$ 1.20	\$ 1.80	\$ 2.40
Truck	\$ 11.06	\$ 11.06	\$ 11.06
Computer/Electronic Expense	\$ 1.02	\$ 1.02	\$ 1.02
Subsistence	\$ 10.00	\$ 10.00	\$ 10.00
Zone	\$ -	\$ -	\$ -
State Mandated Breaks	\$ 2.00	\$ 3.00	\$ 4.00
Hourly Other Subtotal	\$ 25.28	\$ 26.88	\$ 28.48
Total Hourly Labor Cost Rate (A+B+C+D)	\$ 118.53	\$ 152.19	\$ 185.85
General Liability Insurance			
Total Hourly Labor Cost Rate + G.L. Insurance	\$ 118.53	\$ 152.19	\$ 185.85

HOURLY LABOR COST RATES

Sub/Contractor: Sheldon Mechanical Corp.
Effective Date: _____
Project: _____
Rate Effective Through: June 30, 2020

Trade: HVAC (Sheet Metal)
Classification: Detailer
Union : **Non Union:**

	<u>Straight Time</u>	<u>Time & 1/2</u>	<u>Double Time</u>
A. HOURLY TAXABLE WAGE COSTS			
Hourly Wage	\$ 52.65	\$ 78.98	\$ 105.30
Wage Escalation			
Hourly Taxable Wage Costs Subtotal	\$ 52.65	\$ 78.98	\$ 105.30
B. HOURLY PAYROLL TAX & INSURANCE			
Social Security	\$ 3.26	\$ 4.90	\$ 6.53
Medicare	\$ 0.76	\$ 1.15	\$ 1.53
FUI	\$ 1.00	\$ 1.50	\$ 2.00
SUI	\$ 3.26	\$ 4.90	\$ 6.53
Workers Compensation Insurance	\$ 3.18	\$ 4.77	\$ 6.36
Hourly Payroll Tax & Insurance Subtotal	\$ 11.47	\$ 17.21	\$ 22.94
C. HOURLY BENEFITS			
Health & Welfare (or equivalent)	\$ 11.30	\$ 11.30	\$ 11.30
Pension & Retirement (or equivalent)	\$ 16.84	\$ 16.84	\$ 16.84
Training (or equivalent)	\$ 0.96	\$ 0.96	\$ 0.96
Industry Fund	\$ 0.53	\$ 0.53	\$ 0.53
Hourly Benefits Subtotal	\$ 29.63	\$ 29.63	\$ 29.63
D. HOURLY OTHER			
Safety	\$ 1.20	\$ 1.80	\$ 2.40
Truck	\$ -	\$ -	\$ -
Computer/Electronic Expense	\$ 1.02	\$ 1.02	\$ 1.02
Subsistence	\$ -	\$ -	\$ -
Zone	\$ -	\$ -	\$ -
State Mandated Breaks	\$ 2.00	\$ 3.00	\$ 4.00
Hourly Other Subtotal	\$ 4.22	\$ 5.82	\$ 7.42
Total Hourly Labor Cost Rate (A+B+C+D)	\$ 97.97	\$ 131.63	\$ 165.29
General Liability Insurance	\$ 0.17	\$ 0.22	\$ 0.28
Total Hourly Labor Cost Rate + G.L. Insurance	\$ 98.14	\$ 131.86	\$ 165.58

SHELDON MECHANICAL CORPORATION

26015 AVENUE HALL SANTA CLARITA, CA 91355
Tel. (661) 286-1361 Fax. (661)-287-9086

TIME AND MATERIAL VERIFICATION

TO: Bernards

DATE: 7-29-19

SUBJECT: RFI 323 Knee Braces

JOB NAME: Mckinna

JOB #: 4441

LABOR

NAME	DESCRIPTION OF WORK	TIME	1.5 TIME	DBL TIME
Juan Chavolla	Install Knee Braces on exterior soffit mpr	3		
	Riser duct			

Verification of Time Only
 Subject to the Terms and Conditions
 of the Subcontract Agreement
 By: _____
 Signature: [Signature]
 Print Name: T. Root
 Date: 8-8-19

MATERIAL

DESCRIPTION	AMOUNT

SUBMITTED ON: _____

VERIFIED BY: _____

SHELDON MECHANICAL CORPORATION

26015 AVENUE HALL SANTA CLARITA, CA 91355

Tel. (661) 286-1361 Fax. (661)-287-9086

TIME AND MATERIAL VERIFICATION

TO: Bernards

DATE: 8-1-19

SUBJECT: RFI 323 Knee Braces

JOB NAME: McKinney

JOB #: 4441

LABOR

NAME	DESCRIPTION OF WORK	TIME	1.5 TIME	DBL TIME
Juan Rios	Weld Knee Braces to SS Duct on exterior soff. + MPR Riser	3		

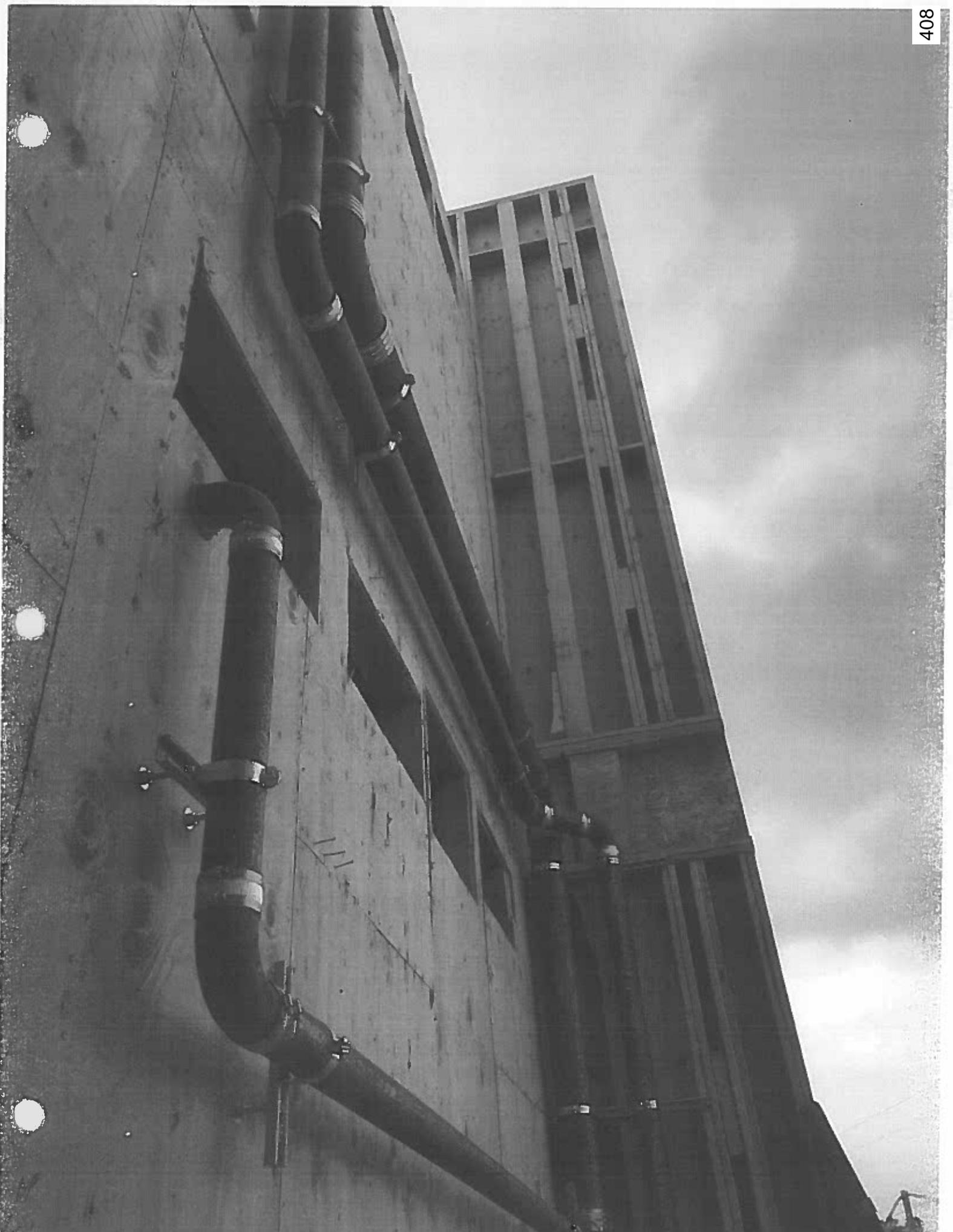
Verification of Time Only
 Subject to the Terms and Conditions
 of the Subcontract Agreement
 By: Teddy Rios
 Signature: [Signature]
 Print Name: [Signature]
 Date: 8-8-19

MATERIAL

DESCRIPTION	AMOUNT

SUBMITTED ON: _____

VERIFIED BY: _____







REQUEST FOR INFORMATION FOR SUBCONTRACTOR ACTION

RFI No. : 323

Project: McKinna Elementary School Reconstruction

Date: 06-21-19
Discipline: Structural

Subject: MPR Duct Knee Brace Support

DRAWING & SPECIFICATION REFERENCES

Drawing Sheet / Specification	Detail / Sub Section	Comments
M600 RFI 312	6	

QUESTION

Due to sequence required to achieve the fire rating for the wall (installing ducts before the exterior wall is built), the brackets cannot be installed according to RFI response 312.

Please advise if knee braces are acceptable in lieu of detail 6 on M600.

ANSWER

See attached with mark-ups in blue. Structural takes no exception at no additional cost to the district.

PJC (MHP), 7/01/2019

RESPONSE DISTRIBUTION

Company	Contact	Date Sent
Sheldon Mechanical Corp	Dillion Boute	7/1/2019

Please review and advise Bernards, **WITHIN 7 days**, if there are any additional costs or schedule impacts associated with incorporating the RFI response with the Contract Work. (Include a brief description and rough order estimate of the change with this notification. If no response is received within 7 days, Bernards shall trust that there is no impact to your Contract Price or Schedule.

Question Initiated By: Mitch Michaelis - Bernards
Submitted By: Arvind Balaji - Bernards



REQUEST FOR INFORMATION

RFI No.: 323

To: Kevin Griendling
 Company: Perkins Eastman Dougherty
 Project: McKinna Elementary School Reconstruction

Date: 06-21-19
 Discipline: Structural

Subject: MPR Duct Knee Brace Support

Response Requested By: 06-28-2019

DRAWINGS & SPECIFICATION REFERENCES

Drawing Sheet / Specification	Detail / Sub Section	Comments
M600 RFI 312	6	

QUESTION

Due to sequence required to achieve the fire rating for the wall (installing ducts before the exterior wall is built), the brackets cannot be installed according to RFI response312.

Please advise if knee braces are acceptable in lieu of detail6 on M600.

ANSWER

See attached with mark-ups in blue. Structural takes no exception at no additional cost to the district.

PJC (MHP), 7/01/2019

Response Provided By: _____
 Name Company Date

Question Initiated By: Mitch Michaelis - Bernards
 Submitted By: Arvind Balaji - Bernards



REQUEST FOR INFORMATION

RFI No.: 312

To: Kevin Griendling
 Company: Perkins Eastman Dougherty
 Project: McKinna Elementary School Reconstruction

Date: 06-11-19
 Discipline: Mechanical

Subject: MPR Duct Knee Brace Support

Response Requested By: 06-18-2019

DRAWINGS & SPECIFICATION REFERENCES

Drawing Sheet / Specification	Detail / Sub Section	Comments
6/M600		

QUESTION

Due to the length of the Fire Smoke Damper sleeve and the throat of the Elbow, the ductwork located in the exterior chase is 12" from the wall, exceeding the 2" per Detail 6 on M600.

SUGGESTION

Please confirm knee braces are acceptable in lieu of detail 6 on M600.

ANSWER

New bracket detail should not be required. The vertical ducts run within an enclosed shaft. If the ducts cannot be installed close to the interior shaft wall along grid D.4, move ducts up against the exterior wall and install brackets per plan detail 6 on M600.

Response Provided By: PJC MHP 6/18/2019
 Name Company Date

Question Initiated By: Terry Root - Bernards
 Submitted By: Arvind Balaji - Bernards



26015 Avenue Hall
 Santa Clarita, CA 91355
 Phone: 661.286.1361
 Fax: 661.287.9086

Request For Information

RFI NO: 24

DATE: 6/10/2019

TO: Bernards

ATTN: Jaime Pace

JOB: Mckinna Elementary School [4440]

A/E:

SUBJECT: MPR Duct Knee Brace Supports

REF: M600 Detail 6

INFORMATION REQUESTED:

Due to the length of the Fire Smoke Damper sleeve and the throat of the Elbow, the ductwork located in the exterior chase is 12" from the wall, exceeding the 2" per Detail 6 on M600. Please confirm knee braces are acceptable in lieu of Detail 6 on M600.

Suggestion:

REPLY REQUIRED: Yes

COST IMPACT: YES

SCHEDULE IMPACT: YES

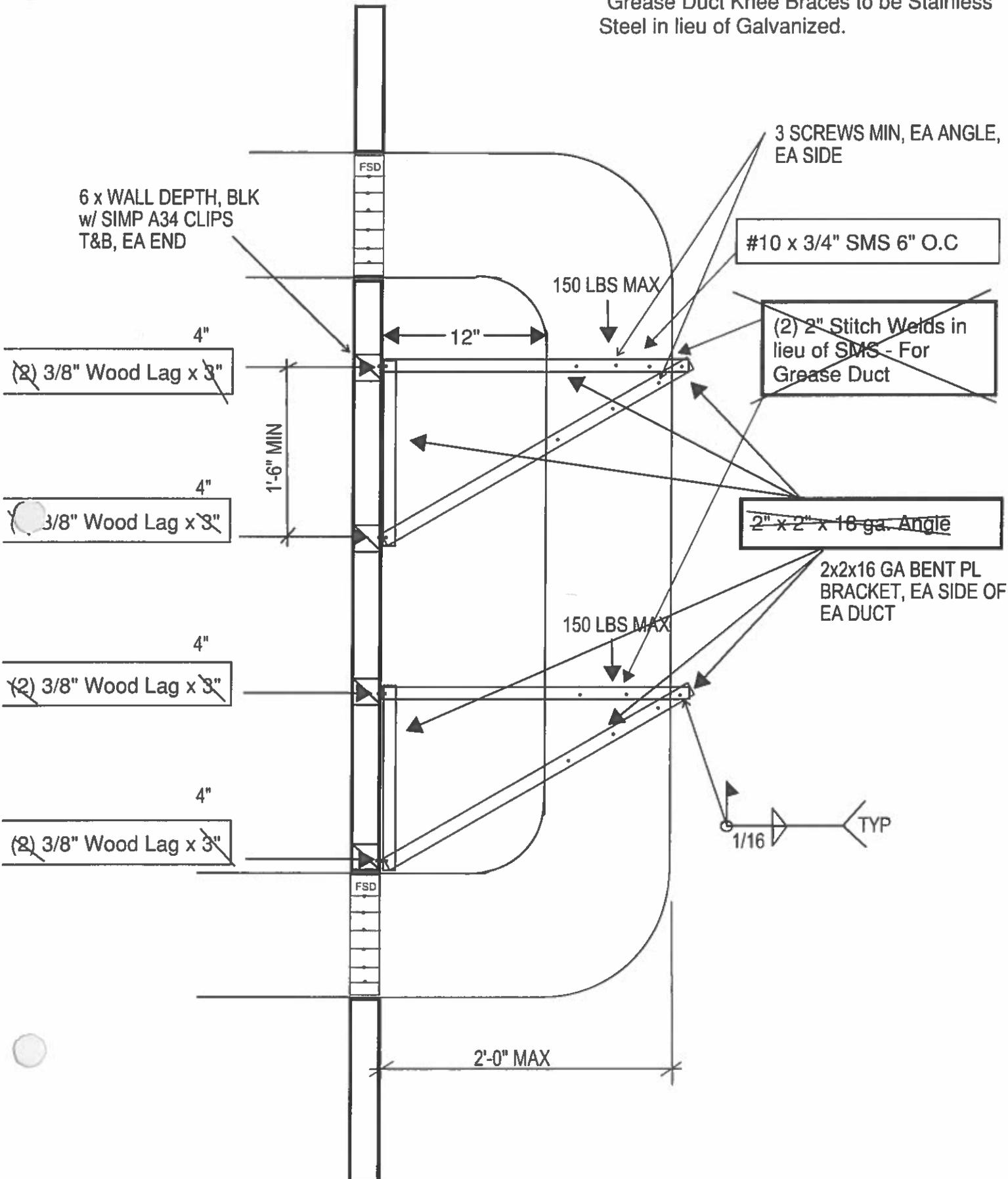
FURTHER ACTION:

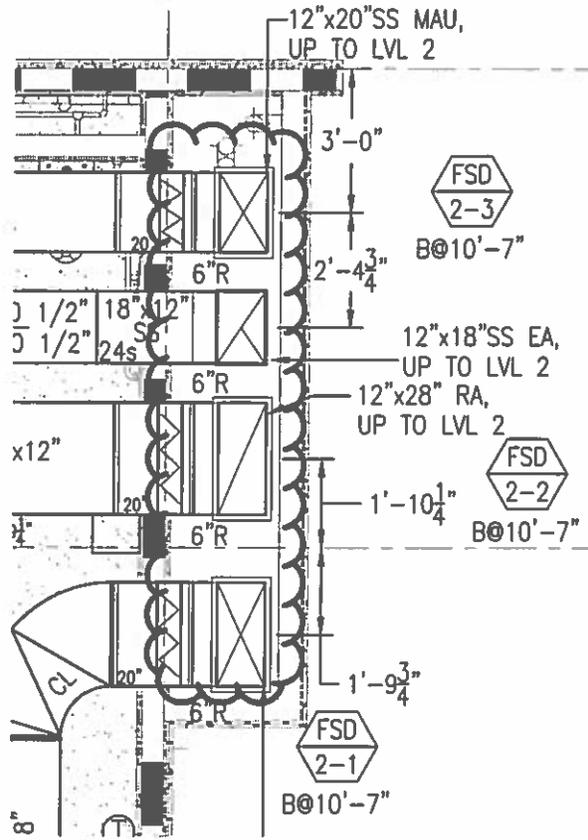
STATUS:

REQUESTED BY:

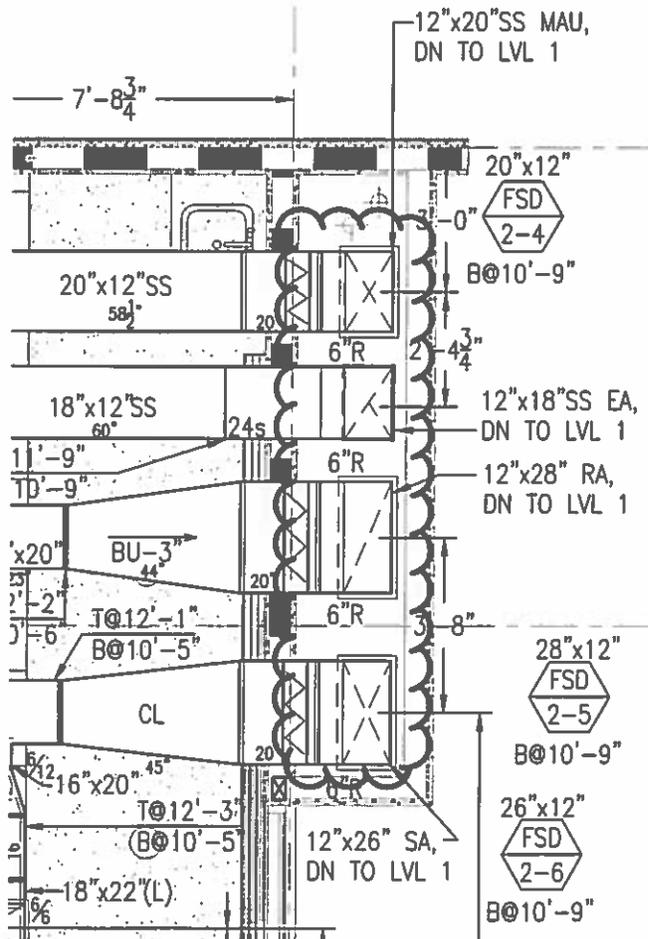
Dillon Bouté

*Grease Duct Knee Braces to be Stainless Steel in lieu of Galvanized.





2nd Floor





CONTINGENCY ALLOCATION REQUEST

CAR No. 179 R0

Date: 3/15/2020

Project: McKinna Elementary School Reconstruction

DESCRIPTION OF WORK

RFI 79R1 - Louver Size & Orientation @ Classroom

SUMMARY OF ALLOCATIONS

Item Description	Company	Amount Requested
Contractual Costs		
		-12,421
	Subtotal:	-12,421

SUMMARY OF ALLOCATIONS

Item Description	Company	Amount Requested
Subcontract Costs		
	Sheldon Mechanical Corp	12,421
	Subtotal:	12,421
Total Change Order Request Amount:		0

ACKNOWLEDGEMENT

Oxnard School District

Bernards Bros. Inc.

Signature

Signature

Printed Name & Title

Printed Name & Title

Date

Date

REVIEWED

- DOCUMENT CLARIFICATIONS
- AGENCY REVIEW
- FIELD CONDITIONS
- OWNER'S REQUEST
- CONTRACTOR BUYOUT



SHELDON MECHANICAL CORPORATION

November 13, 2019

Bernards
555 1st Street
San Fernando, Ca. 91340

Attn: Mr. Jaime Pace

Subject: McKinna Elementary School
SMC COR #5 RFI 79 R1 Louver Size and Orientation R2

Dear Jaime,

Attached is our itemized cost on Time & Material to furnish and install the additional fittings required due to the Louvers located on the 1st Floor Classroom Building being relocated and rotated 90 degrees to run parallel with the 2"x6" Framing per RFI #79 R1. Additionally, there is a cost increase from our Vendor for the Louvers due to the quantity of blades being increased from three to seven.

Cost for SMC COR #5 is \$12,421.00

If you have any questions please call me.

Sincerely,

Dillon J. Boute'

Dillon J. Boute'

SHELDON MECHANICAL CORPORATION

26015 Avenue Hall, Santa Clarita, CA 91355 Office: (661) 286-1361 Fax: (661) 287-9083
California State Contractors License Number 463722 – C20. C38



SHELDON MECHANICAL CORPORATION

Project		Date		
McKinna Elementary SMC COR #5 R2 Add		11/13/2019		
Description	Ref. Amount	Op	Rate	Amount
MATERIAL:				
DFI Invoice				\$ 3,946.00
SUBTOTAL				\$ 3,946.00
MAJOR QUOTATIONS:				
EQUIPMENT:				
AIR DISTRIBUTION:				
Haldeman (24) 12"x36" Louvers - 7 Blades				\$ 3,675.00
SUBTOTAL				\$ 3,675.00
SALES TAX:				
Material Total	\$ 3,946.00	%	9.50%	\$ 374.87
Major Quotations Total	\$ 3,675.00	%	7.75%	\$ 284.81
SUBTOTAL				\$ 659.68
FIELD LABOR:				
Time and Material				
Foreman		26	* \$	118.53 \$ 3,081.78
Journeyman		13	* \$	98.37 \$ 1,278.81
SUBTOTAL				\$ 4,360.59
SPECIALIZED LABOR:				
SUBTOTAL				\$ -
DIRECT JOB EXPENSES:				
As-Built Drawings		4	* \$	98.14 \$ 392.56
Freight		4	* \$	75.00 \$ 300.00
SUBTOTAL				\$ 692.56
SUBCONTRACTS:				
SUBTOTAL				\$ -
JOB SUBTOTAL				\$ 13,333.83
OVERHEAD MARKUP				
Flat Rate Markup	\$ 13,333.83	*	15.00%	\$ 2,000.07
Material	\$ 3,946.00			\$ 3,946.00
Major Quotations	\$ 3,675.00			\$ 3,675.00

Sales Tax	\$	659.68		\$	659.68
Direct Field Labor	\$	4,360.59		\$	4,360.59
Specialized Labor	\$	-		\$	-
Direct Job Expences	\$	692.56		\$	692.56
Sub Contracts	\$	-		\$	-
JOB TOTAL				\$	15,333.91
BOND			*	1.00%	\$ -
BID TOTAL				\$	15,333.91

HOURLY LABOR COST RATES

Sub/Contractor: Sheldon Mechanical Corp.
Effective Date: _____
Project: _____
Rate Effective Through: June 30, 2020

Trade: HVAC (Sheet Metal)
Classification: Journeyman
Union : **Non Union:**

	<u>Straight Time</u>	<u>Time & 1/2</u>	<u>Double Time</u>
A. HOURLY TAXABLE WAGE COSTS			
Hourly Wage	\$ 45.78	\$ 68.67	\$ 91.56
Wage Escalation			
Hourly Taxable Wage Costs Subtotal	\$ 45.78	\$ 68.67	\$ 91.56
B. HOURLY PAYROLL TAX & INSURANCE			
Social Security	\$ 2.84	\$ 4.26	\$ 5.68
Medicare	\$ 0.66	\$ 1.00	\$ 1.33
FUI	\$ 0.87	\$ 1.30	\$ 1.74
SUI	\$ 2.84	\$ 4.26	\$ 5.68
Workers Compensation Insurance	\$ 2.81	\$ 4.22	\$ 5.62
Hourly Payroll Tax & Insurance Subtotal	\$ 10.02	\$ 15.03	\$ 20.04
C. HOURLY BENEFITS			
Health & Welfare (or equivalent)	\$ 11.30	\$ 11.30	\$ 11.30
Pension & Retirement (or equivalent)	\$ 16.84	\$ 16.84	\$ 16.84
Training (or equivalent)	\$ 0.96	\$ 0.96	\$ 0.96
Industry Fund	\$ 0.53	\$ 0.53	\$ 0.53
Hourly Benefits Subtotal	\$ 29.63	\$ 29.63	\$ 29.63
D. HOURLY OTHER			
Safety	\$ 1.10	\$ 1.65	\$ 2.20
Truck	\$ -	\$ -	\$ -
Computer/Electronic Expense	\$ -	\$ -	\$ -
Subsistence	\$ 10.00	\$ 10.00	\$ 10.00
Zone	\$ -	\$ -	\$ -
State Mandated Breaks	\$ 1.84	\$ 2.76	\$ 3.68
Hourly Other Subtotal	\$ 12.94	\$ 14.41	\$ 15.88
Total Hourly Labor Cost Rate (A+B+C+D)	\$ 98.37	\$ 127.74	\$ 157.11
General Liability Insurance			
Total Hourly Labor Cost Rate + G.L. Insurance	\$ 98.37	\$ 127.74	\$ 157.11

HOURLY LABOR COST RATES

Sub/Contractor: Sheldon Mechanical Corp.
Effective Date: _____
Project: _____
Rate Effective Through: June 30, 2020

Trade: HVAC (Sheet Metal)
Classification: Foreman
Union : **Non Union:**

	<u>Straight Time</u>	<u>Time & 1/2</u>	<u>Double Time</u>
A. HOURLY TAXABLE WAGE COSTS			
Hourly Wage	\$ 52.65	\$ 78.98	\$ 105.30
Wage Escalation			
Hourly Taxable Wage Costs Subtotal	\$ 52.65	\$ 78.98	\$ 105.30
B. HOURLY PAYROLL TAX & INSURANCE			
Social Security	\$ 3.26	\$ 4.90	\$ 6.53
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SUI	\$ 3.26	\$ 4.90	\$ 6.53
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Pension & Retirement (or equivalent)	\$ 16.34	\$ 16.34	\$ 16.34
Training (or equivalent)	\$ 0.96	\$ 0.96	\$ 0.96
Industry Fund	\$ 0.53	\$ 0.53	\$ 0.53
Hourly Benefits Subtotal	\$ 29.13	\$ 29.13	\$ 29.13
D. HOURLY OTHER			
Safety	\$ 1.20	\$ 1.80	\$ 2.40
Truck	\$ 11.06	\$ 11.06	\$ 11.06
Computer/Electronic Expense	\$ 1.02	\$ 1.02	\$ 1.02
Subsistence	\$ 10.00	\$ 10.00	\$ 10.00
Zone	\$ -	\$ -	\$ -
State Mandated Breaks	\$ 2.00	\$ 3.00	\$ 4.00
Hourly Other Subtotal	\$ 25.28	\$ 26.88	\$ 28.48
Total Hourly Labor Cost Rate (A+B+C+D)	\$ 118.53	\$ 152.19	\$ 185.85
General Liability Insurance			
Total Hourly Labor Cost Rate + G.L. Insurance	\$ 118.53	\$ 152.19	\$ 185.85

HOURLY LABOR COST RATES

Sub/Contractor: Sheldon Mechanical Corp.
Effective Date: _____
Project: _____
Rate Effective Through: June 30, 2020

Trade: HVAC (Sheet Metal)
Classification: Detailer
Union : **Non Union:**

	<u>Straight Time</u>	<u>Time & 1/2</u>	<u>Double Time</u>
A. HOURLY TAXABLE WAGE COSTS			
Hourly Wage	\$ 52.65	\$ 78.98	\$ 105.30
Wage Escalation			
Hourly Taxable Wage Costs Subtotal	\$ 52.65	\$ 78.98	\$ 105.30
B. HOURLY PAYROLL TAX & INSURANCE			
Social Security	\$ 3.26	\$ 4.90	\$ 6.53
Medicare	\$ 0.76	\$ 1.15	\$ 1.53
FUI	\$ 1.00	\$ 1.50	\$ 2.00
SUI	\$ 3.26	\$ 4.90	\$ 6.53
Workers Compensation Insurance	\$ 3.18	\$ 4.77	\$ 6.36
Hourly Payroll Tax & Insurance Subtotal	\$ 11.47	\$ 17.21	\$ 22.94
C. HOURLY BENEFITS			
Health & Welfare (or equivalent)	\$ 11.30	\$ 11.30	\$ 11.30
Pension & Retirement (or equivalent)	\$ 16.84	\$ 16.84	\$ 16.84
Training (or equivalent)	\$ 0.96	\$ 0.96	\$ 0.96
Industry Fund	\$ 0.53	\$ 0.53	\$ 0.53
Hourly Benefits Subtotal	\$ 29.63	\$ 29.63	\$ 29.63
D. HOURLY OTHER			
Safety	\$ 1.20	\$ 1.80	\$ 2.40
Truck	\$ -	\$ -	\$ -
Computer/Electronic Expense	\$ 1.02	\$ 1.02	\$ 1.02
Subsistence	\$ -	\$ -	\$ -
Zone	\$ -	\$ -	\$ -
State Mandated Breaks	\$ 2.00	\$ 3.00	\$ 4.00
Hourly Other Subtotal	\$ 4.22	\$ 5.82	\$ 7.42
Total Hourly Labor Cost Rate (A+B+C+D)	\$ 97.97	\$ 131.63	\$ 165.29
General Liability Insurance	\$ 0.17	\$ 0.22	\$ 0.28
Total Hourly Labor Cost Rate + G.L. Insurance	\$ 98.14	\$ 131.86	\$ 165.58



SHELDON MECHANICAL CORPORATION

Project		Date		
McKinna Elementary SMC COR #5 R2 Credit		11/13/2019		
Description	Ref. Amount	Op	Rate	Amount
MATERIAL:				
SUBTOTAL				\$ -
MAJOR QUOTATIONS:				
EQUIPMENT:				
AIR DISTRIBUTION:				
Haldeman (24) 30"x16" Louvers - 3 Blades				\$ (2,703.00)
SUBTOTAL				\$ (2,703.00)
SALES TAX:				
Material Total	\$ -	%	9.50%	\$ -
Major Quotations Total	\$ (2,703.00)	%	7.75%	\$ (209.48)
SUBTOTAL				\$ (209.48)
FIELD LABOR:				
SUBTOTAL				\$ -
SPECIALIZED LABOR:				
SUBTOTAL				\$ -
DIRECT JOB EXPENSES:				
SUBTOTAL				\$ -
SUBCONTRACTS:				
SUBTOTAL				\$ -
JOB SUBTOTAL				\$ (2,912.48)
OVERHEAD MARKUP				
Flat Rate Markup	\$ (2,912.48)	*		\$ -
Material	\$ -			\$ -
Major Quotations	\$ (2,703.00)			\$ (2,703.00)
Sales Tax	\$ (209.48)			\$ (209.48)
Direct Field Labor	\$ -			\$ -
Specialized Labor	\$ -			\$ -
Direct Job Expenses	\$ -			\$ -
Sub Contracts	\$ -			\$ -

JOB TOTAL				\$	(2,912.48)
BOND		*	1.00%	\$	-
BID TOTAL				\$	(2,912.48)



2937 TANAGER AVE, COMMERCE, CA 90040; PHONE: (323) 726-7011; FAX: (323) 726-1644
 5750 KEARNY VILLA ROAD, SAN DIEGO, CA 92123; PHONE: (858) 737-7960; FAX: (858) 737-6972

QUOTE NO: QQ26629-01 JOB NAME: McKinna Elementary School - Louvers RFI 79 R1
 BID DATE: 10/25/2019 LOCATION: Oxnard
 CUSTOMER: Sheldon Mechanical PRICED BY: Obed Ceballos

TERMS: NET 10TH PROX FREIGHT: PREPAID SALES TAX: EXCLUDED QUOTE VALID FOR: 30 DAYS

Qty	Description	Price
	CREDIT	\$2,703.00
24	Ruskin ELF375DX extruded aluminum louver, 4" frame, drainable with birdscreen, mill finish - 30"x16" (3 Blades)	
	ADD	\$3,675.00
24	Ruskin ELF375DX extruded aluminum louver, 4" frame, drainable with birdscreen, mill finish - 12"x36" (7 Blades)	

EXCLUSION: ALL OTHER ACCESSORIES NOT INDICATED ON THIS QUOTATION.
 PRODUCTS MUST SHIP WITHIN 90 DAYS OF QUOTE DATE.

This quotation is conditioned upon your acceptance of Haldeman Inc.'s standard terms & conditions of sale, a copy of which is available upon request.

SHELDON MECHANICAL CORPORATION

DATE WANTED 7-10-19 SHEET NO. 1

Pete Alvarez

DELV. INSTRUCTIONS TO JOB SITE

JOB NAME: McKinna

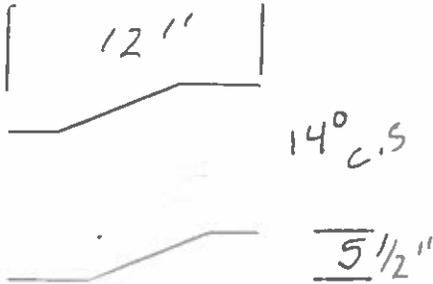
JOB NO. 4441 DATE 7-1-19

CONSTRUCTIONS SPECS.

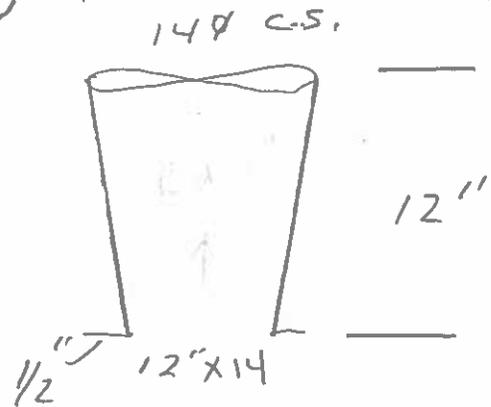
Per RFI 79R1

COLOR CODE:

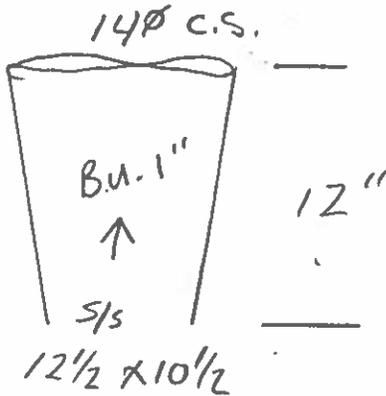
NO. RM 401 GA. 24 1 OF
IV



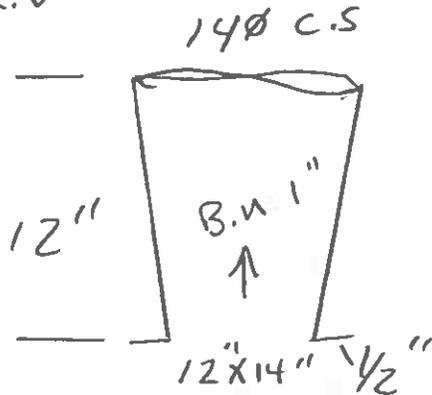
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IV



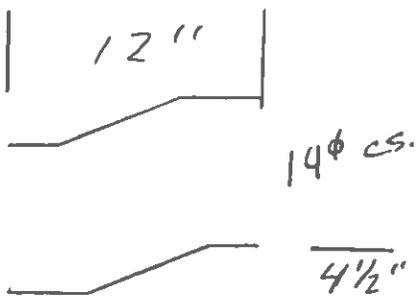
NO. RM 401 GA. 24 1 OF
R.V.



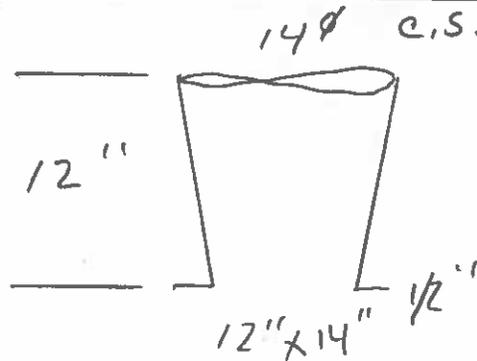
NO. RM 401 GA. 24 1 OF
R.V.



NO. RM 402 GA. 24 2 OF



NO. RM 402 GA. 24 2 OF



SHELDON MECHANICAL CORPORATION

DATE WANTED 7-10-19 SHEET NO.

2

Pete Alvarez

DELV. INSTRUCTIONS To JOB site

JOB NAME: McKinna

JOB NO. 4441

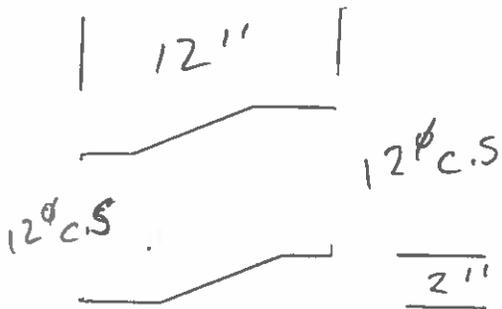
DATE 7-1-19

CONSTRUCTIONS SPECS.

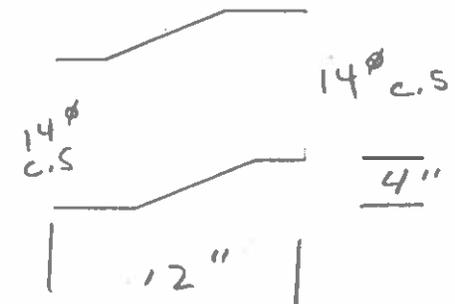
Per RFI 79R1

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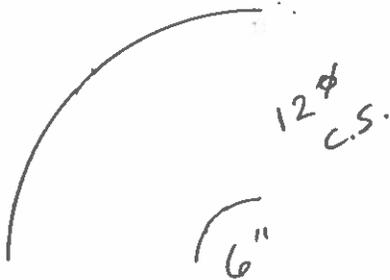
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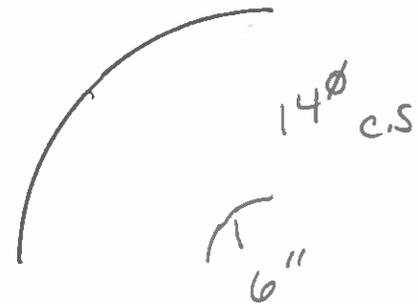
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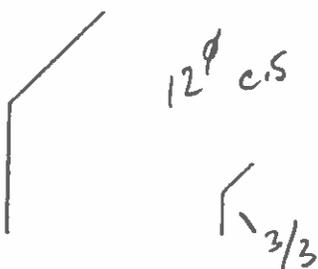
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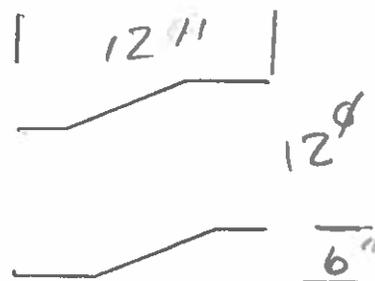
NO. GA 24 10 OF



NO. GA 24 15 OF



NO. GA 24 1 OF



SHELDON MECHANICAL CORPORATION

DATE WANTED 7-10-19 SHEET NO.

3

Pete Alvarez

DELV. INSTRUCTIONS to Job site

JOB NAME: McKinna

JOB NO. 4441

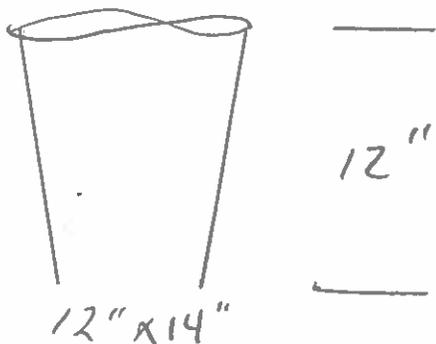
DATE 7-1-19

CONSTRUCTIONS SPECS.

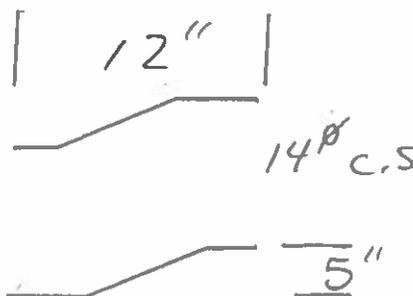
Per RFI 79R1

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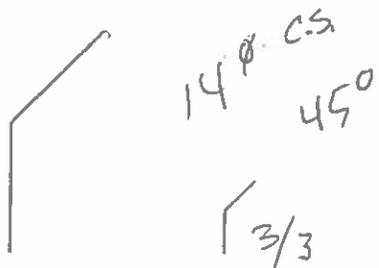
NO. RM 412 GA. 24 2 OF
R 411 14" c.s



NO. RM 411 GA. 24 (1) OF



NO. GA. 24 10 OF



NO. GA. OF

NO. GA. OF

NO. GA. OF

SHELDON MECHANICAL CORPORATION

26015 AVENUE HALL SANTA CLARITA, CA 91355
Tel. (661) 286-1361 Fax. (661)-287-9086

TIME AND MATERIAL VERIFICATION

TO: Bernards

DATE: 7-1-19

SUBJECT: RFI 79R1

JOB NAME: MCKinna

JOB #: 4441

LABOR

NAME	DESCRIPTION OF WORK	TIME	1.5 TIME	DBL TIME
<u>Pete Alvarez</u>	<u>Lay out IV, RV Hard lid cans and Blocking for soffit 1st Fl. Building 4</u>	<u>7</u>		
	<u>Measure up and Detail Duct needed to connect in Soffit area</u>			
	<u>Per RFI 79R1</u>			

MATERIAL

DESCRIPTION	AMOUNT
<u>See Sheets 1-4</u>	

TIME ONLY
[Signature]

SUBMITTED ON: _____

VERIFIED BY: _____

SHELDON MECHANICAL CORPORATION

26015 AVENUE HALL SANTA CLARITA, CA 91355
Tel. (661) 286-1361 Fax. (661)-287-9086

TIME AND MATERIAL VERIFICATION

TO: Bernards

DATE: 7-12-19

SUBJECT: RFI 79 R1
IV, RV Soffit Duct

JOB NAME: McKinnon

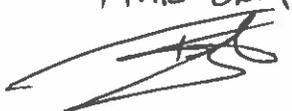
JOB #: 4441

LABOR

NAME	DESCRIPTION OF WORK	TIME	1.5 TIME	DBL TIME
Pete Alvarez	INSTALL Round Duct for IV, RV Soffit RM 401	2		
Juan chavolla	"	2		

MATERIAL

DESCRIPTION	AMOUNT

TIME ONLY


SUBMITTED ON: _____

VERIFIED BY: _____

SHELDON MECHANICAL CORPORATION

26015 AVENUE HALL SANTA CLARITA, CA 91355
Tel. (661) 286-1361 Fax. (661)-287-9086

TIME AND MATERIAL VERIFICATION

TO: Bernards

DATE: 7-16-18

SUBJECT: RTI 79R1

JOB NAME: McKinny

JOB #: 4441

LABOR

NAME	DESCRIPTION OF WORK	TIME	1.5 TIME	DBL TIME
Pete Alvarez	INSTALL Round Duct for IV, RV soffit Rm 411	2		
Juan chavolla	11	2		

MATERIAL

DESCRIPTION	AMOUNT

TIME ONLY

SUBMITTED ON: _____

VERIFIED BY: _____

SHELDON MECHANICAL CORPORATION

26015 AVENUE HALL SANTA CLARITA, CA 91355
Tel. (661) 286-1361 Fax. (661)-287-9086

TIME AND MATERIAL VERIFICATION

TO: Bernards

DATE: 7-17-19

SUBJECT: RFI 79R1
IV, RV soffit duct

JOB NAME: McKinna

JOB #: 4441

LABOR

NAME	DESCRIPTION OF WORK	TIME	1.5 TIME	DBL TIME
Pete Alvarez	Install RV, IV cans and Round, seal soffit Duct Rm 402	2		
Juan chavolla	"	2		

MATERIAL

DESCRIPTION	AMOUNT

TIME ONLY


SUBMITTED ON: _____

VERIFIED BY: _____

SHELDON MECHANICAL CORPORATION

26015 AVENUE HALL SANTA CLARITA, CA 91355
Tel. (661) 286-1361 Fax. (661)-287-9086

TIME AND MATERIAL VERIFICATION

TO: Bernards

DATE: 7-18-19

SUBJECT: RFI 79R1
IV, RV Soffit Duct **LABOR**

JOB NAME: MCKinna

JOB #: 4441

NAME	DESCRIPTION OF WORK	TIME	1.5 TIME	DBL TIME
<u>Rete Alvarez</u>	<u>Install IV, RV cans and Round in Exterior soffit 1st fl. Building 4 And seal</u>	<u>6</u>		
<u>Juan Chavolla</u>	<u>12</u>	<u>4</u>		

MATERIAL

DESCRIPTION	AMOUNT

TIME ONLY
[Signature]

SUBMITTED ON: _____

VERIFIED BY: _____

SHELDON MECHANICAL CORPORATION

26015 AVENUE HALL SANTA CLARITA, CA 91355
Tel. (661) 286-1361 Fax. (661)-287-9086

TIME AND MATERIAL VERIFICATION

TO: Bernards

DATE: 7-19-19

SUBJECT: RFI 79R1

JOB NAME: MCKinna

Iv, RV soffit duct

JOB #: 4441

LABOR

NAME	DESCRIPTION OF WORK	TIME	1.5 TIME	DBL TIME
Juan Chavolla	Install exterior RV can and Round Duct Ln 407-409	3		

MATERIAL

DESCRIPTION	AMOUNT

SUBMITTED ON: _____

VERIFIED BY: _____

SHELDON MECHANICAL CORPORATION

26015 AVENUE HALL SANTA CLARITA, CA 91355
Tel. (661) 286-1361 Fax. (661)-287-9086

TIME AND MATERIAL VERIFICATION

TO: Bernards

DATE: 7-22-19

SUBJECT: RFI 79R1

JOB NAME: McKinna

JOB #: 4441

LABOR

NAME	DESCRIPTION OF WORK	TIME	1.5 TIME	DBL TIME
Pete Alvarez	INSTALL R.V. CAR, Round Duct exterior soffit	4		
	Rms 412, 410			

MATERIAL

DESCRIPTION	AMOUNT

SUBMITTED ON: _____

VERIFIED BY: TIME ONLY 

SHELDON MECHANICAL CORPORATION

26015 AVENUE HALL SANTA CLARITA, CA 91355
Tel. (661) 286-1361 Fax. (661)-287-9086

TIME AND MATERIAL VERIFICATION

TO: Bernards

DATE: 7-23-19

SUBJECT: RFI 79R1

JOB NAME: McKinna

JOB #: 4441

LABOR

NAME	DESCRIPTION OF WORK	TIME	1.5 TIME	DBL TIME
Pete Alvarez	INSTALL R.V. Can and Round Duct exterior Soffit	3		
	Rooms 408, 406			

MATERIAL

DESCRIPTION	AMOUNT

SUBMITTED ON: _____

VERIFIED BY: TIME ONLY 



REQUEST FOR INFORMATION

RFI No.: 79R1

To: Kevin Griendling
 Company: Perkins Eastman Dougherty
 Project: McKinna Elementary School Reconstruction
Subject: Louver Size and Orientation

Date: 10-24-18
 Discipline: Mechanical

Response Requested By: 12-05-2018

DRAWINGS & SPECIFICATION REFERENCES

Drawing Sheet / Specification	Detail / Sub Section	Comments
M300 10/S409		

QUESTION

M300 calls for 30x16 Louvers. Soffit is supported by 2x6 members at 16" O.C, leaving approximately 14" from face of stud to face of stud. Louvers are also shown with the long side (30") running perpendicular to the 2x6 framing.

SUGGESTION

Please resize louvers to fit within the 14" bay between 2x6 framing. Please confirm louvers are to be rotated 90 degrees, with the long edge running parallel with 2x6 framing.

ANSWER

If using a Ruskin Thin Line stationary louver at 400 FPM, the free area is 1.125; contractor to use a 12x36 louver to fit between the 2x6 framing. The 12 inch round ductwork will need to be transitioned to a 10 x10 duct connection to fit the louver plenum connection.

Response Provided By: Vicky Reyes Design West Engineering 12-3-2018
 Name Company Date

Question Initiated By: Mitch Michaelis - Bernards
 Submitted By: Mitch Michaelis - Bernards

CONSTRUCTION SERVICES AGREEMENT

This Construction Services Agreement (hereinafter referred to as the "Agreement") is entered into this 21st day of June, 2017, by and between the Oxnard School District, a California school district organized and existing under the laws of the State of California (hereinafter referred to as the "District") and Bernards which is a contractor licensed by the State of California, with its principal place of business at 555 First Street, San Fernando, CA 91340 (hereinafter referred to as "Contractor").

WHEREAS, the District operates McKinna Elementary School, located at 1611 South J Street, Oxnard, California 93033 (hereinafter referred to as the "School Facility"); and

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

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

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

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

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

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

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

#17-41

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

- 2 -

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

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

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with any duly authorized and executed amendment(s) thereto, pursuant to which the District leases the Site to Contractor.

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

SECTION 2. CONTRACTOR'S DUTIES AND STATUS

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

SECTION 3. ADDITIONAL SERVICES

If the District requests Contractor to perform additional services not described in this Agreement, Contractor shall provide a cost estimate and a written description of the additional work necessary to complete such additional services. The cost for such additional services shall be negotiated and agreed upon in writing in advance of Contractor performing or contracting for such additional services, and such cost shall be used to adjust the GMP established pursuant to Section 5 hereof. In the absence of a written agreement, the District will not compensate Contractor for additional services, will not adjust the GMP for such additional services, and Contractor will not be required to perform them. It is understood and

- 4 -

OXNARD SCHOOL DISTRICT

CONSTRUCTION SERVICES AGREEMENT

McKinna Elementary School Project

June 21st, 2017

agreed that if Contractor performs any services that it claims are additional services without receiving prior written approval from the District Board of Education, Contractor shall not be paid for such claimed additional services and the GMP will not be adjusted. Nothing in this Agreement shall be construed as limiting the valuation of such additional services and amount that the GMP will be adjusted for such additional services, should a written agreement for such services be executed by the parties. Notwithstanding the foregoing, Contractor shall not be entitled to compensation, nor will the GMP be adjusted, for additional services required as a result of Contractor's acts, errors or omissions.

SECTION 4. OWNERSHIP OF PLANS AND DOCUMENTS

All original field notes, written reports, drawings, specifications, Construction Documents, and other documents, produced or developed for the Project are the property of the District, regardless of whether the Project is constructed, and shall be furnished to the District. Such documents are not to be used by Contractor or by the Subcontractors on other work nor shall Contractor nor the Subcontractors claim any right to such documents. This shall not deprive Contractor from retaining electronic data or other reproducible copies of the Construction Documents or the right to reuse information contained in them in the normal course of Contractor's professional activities.

SECTION 5. ESTABLISHMENT OF GUARANTEED MAXIMUM PRICE

The "GMP" for the Project shall be Two Hundred Twenty-Nine Thousand Three Hundred Twenty-two and No Hundredths (\$229,322.00). The GMP consists of (1) a Preconstruction Fee only in the amount of Two Hundred Twenty-Nine Thousand Three Hundred Twenty-two and No Hundredths (\$229,322.00), (2) a Sublease Tenant Improvement and (3) a Contractor Contingency and Sublease Payments to be negotiated as an amendment to this agreement pursuant to terms and payment schedule as amended and set forth in the Sublease. THE "GMP" WILL NOT BE ESTABLISHED UNTIL DSA HAS APPROVED THE FINAL PLANS AND SPECIFICATIONS AND THE BOARD APPROVES IT PRIOR TO NTP FOR CONSTRUCTION. The GMP will then be brought to the Board of Trustees as an amendment to this section of this agreement. Until such time this section will remain as a Preconstruction Fee only, the Site Lease and Sublease will not begin and the Contractor will proceed with Preconstruction Services as set forth in **Exhibit B** with an NTP for Preconstruction from the District.

The GMP is based upon the DSA approved plans and specifications to exist after this Agreement is entered into between Contractor and the District, and more fully described and referenced in the Scope of Work to be set forth in **Exhibit A** attached hereto. Prior to DSA approval Contractor will perform Preconstruction Services to assist in designing the project and as set forth in **Exhibit B**. After preconstruction services, DSA approval of plans and

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specifications, and the establishment of the GMP the Contractor shall assume the risk of cost overruns which were not foreseeable at the time this Agreement is entered into and the GMP determined, except for undocumented events of the type set forth in Section 19 hereof, work mandated by an outside agency after issuance of Construction Documents that could not have been reasonably foreseen from review of the Contract Documents, or costs arising from undocumented geotechnical issues. Contractor acknowledges that (i) Contractor has conducted a site inspection and is familiar with the site conditions based on records, studies and visible conditions relating to construction and labor and (ii) Contractor has reviewed the Contract Documents and is familiar with the contents thereof. District directed changes to the scope of the Project not contemplated in the Scope of Work shall be deemed Extra Work/Modifications pursuant to the procedures set forth in Section 10 of this Agreement. The GMP shall include, but not be limited to, increases in labor and materials. The GMP has been used to calculate the Tenant Improvement Payments and the Sublease Payments to be paid by the District to Contractor pursuant to the Sublease. The GMP includes the cost of all labor, materials, equipment, general conditions, overhead, profit and a Contractor Contingency as indicated above.

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

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

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

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OXNARD SCHOOL DISTRICT

CONSTRUCTION SERVICES AGREEMENT

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SECTION 6. NOTICE TO PROCEED WITH PRECONSTRUCTION AND CONSTRUCTION

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

Upon receipt of an approved GMP, the District shall issue a notice to Contractor to proceed with the Construction of the Project. In the event that a Notice to Proceed with Construction is not issued for the Project, the Site Lease and the Sublease shall terminate upon written notice from the District to Contractor that a Notice of Proceed will not be issued.

SECTION 7. SAVINGS

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

SECTION 8. SELECTION OF SUBCONTRACTORS

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

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with this provision, the District may terminate this Agreement in accordance with the provisions of the General Conditions. Subcontractors awarded contracts by Contractor shall be afforded all the rights and protections of listed subcontractors under the provisions of the Subletting and Subcontracting Fair Practices Act (Public Contract Code Section 4100, et seq.).

SECTION 9. CONSTRUCTION SCOPE OF WORK

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

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- F. The District shall cause the appropriate professionals to stamp and sign, as required, the original Construction Documents or parts thereof and coordinate the Project's design with all utilities.
- G. Contractor shall, for the benefit of the Subcontractors, attend pre-construction orientation conferences in conjunction with the Architect to set forth the various reporting procedures and site rules prior to the commencement of actual construction. Contractor shall also attend construction and progress meetings with District representatives and other interested parties, as requested by the District, to discuss such matters as procedures, progress problems and scheduling. Contractor shall prepare and promptly distribute official minutes of such meetings to all parties in attendance, including without limitation the District, the Architect and the District Inspector of Record.
- H. Contractor shall incorporate approved changes as they occur, and develop cash flow reports and forecasts for submittal to the District as requested. Contractor shall provide regular monitoring of the approved estimates for Construction costs, showing actual costs for activities in progress, and estimates for uncompleted tasks. Contractor shall maintain cost accounting records on authorized additional services or work performed under unit costs, additional work performed on the basis of actual costs of labor and materials, and for other work requiring accounting records.
- I. Contractor shall record the progress of the Project and shall submit monthly written progress reports to the District and the Architect including information on the entire Project, showing percentages of completion and the number and amounts of proposed Extra Work/Modifications and their effect on the construction costs as of the date of each respective report.
- J. Contractor shall keep a log containing a record of weather, Subcontractors, work on the site, number of workers, work accomplished, problems encountered, and other similar relevant data as the District may require. Contractor shall make the log available to the District, the Architect, and the District's project manager. The District shall be promptly advised on all anticipated delays in the Project.
- K. The District shall bear the cost for the DSA Inspector, soils testing, DSA or other regulatory agency fees, and special testing required in the construction of the Project. If additional review or permits become necessary for reasons not due to Contractor's fault or because of DSA or regulatory agency requirements or regulations implemented after the date the Final GMP is established and not reasonably anticipated at the time the Final GMP is established, Contractor may seek additional compensation for the cost of that review as an additional cost. In the alternative, the District may pay such costs directly.

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SECTION 10. EXTRA WORK/MODIFICATIONS

- A. The District may prescribe or approve additional work or a modification of requirements or of methods of performing the Construction which differ from the work or requirements set forth in the Construction Documents ("Extra Work/Modifications"); and for such purposes the District may at any time during the life of this Agreement, by written order, make such changes as it shall find necessary in the design, line, grade, form, location, dimensions, plan, or material of any part of the work or equipment specified in this Agreement or in the Construction Documents, or in the quantity or character of the work or equipment to be furnished. In the event conditions develop which, in the opinion of Contractor, makes strict compliance with the specifications impractical, Contractor shall notify the District of the need for Extra Work/Modifications by placing the matter on the agenda of regularly scheduled construction meetings with the District for discussion as soon as practicable after the need for the Extra Work/Modifications is determined. Additionally, Contractor shall submit to the District for its consideration and approval or disapproval, a written request for Extra Work/Modifications before such work is performed. If the District approves the request in writing, the costs of the Extra Work/Modification shall be added to or deducted from the GMP or the Scope of Work shall be modified to complete the Project within the GMP, as applicable. Any adjustments to the GMP will result in an adjustment of the Tenant Improvement Payment and, if applicable, the Sublease Payments.
- B. Extra Work/Modifications include work related to unforeseen underground conditions if, and only if, such conditions are not visible or identified on plans, reports or other documents available to Contractor. Extra Work/Modifications do not include underground conditions that are identified on plans, reports or other documents available to Contractor but are in a location different than is set forth on such plans, reports or other documents available to Contractor. It should be noted, however, that the District has advised and provided Contractor with information regarding the shallow water table and recent projects experience with encountering water when digging. Contractor has included in its calculation of the GMP an amount to mitigate for encountering water when completing the scope of work contemplated herein. Therefore, Extra Work/Modifications do not include expenses incurred by, and/or work performed by, Contractor in connection with such shallow water table and with encountering water when digging.
- C. Should Contractor claim that any instruction, request, drawing, specification, action, condition, omission, default or other situation (i) obligates the District to increase the GMP; or (ii) obligates the District to grant an extension of time for the completion of

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this Agreement; or (iii) constitutes a waiver of any provision in this Agreement, CONTRACTOR SHALL NOTIFY THE DISTRICT, IN WRITING, OF SUCH CLAIM AS SOON AS POSSIBLE, BUT IN NO EVENT WITHIN MORE THAN TEN (10) DAYS FROM THE DATE CONTRACTOR HAS ACTUAL OR CONSTRUCTIVE NOTICE OF THE CLAIM. CONTRACTOR SHALL ALSO PROVIDE THE DISTRICT WITH SUFFICIENT WRITTEN DOCUMENTATION SUPPORTING THE FACTUAL BASIS OF THE CLAIM including items used in valuing said claim. Contractor shall be required to certify under penalty of perjury the validity and accuracy of any claims submitted. Contractor's failure to notify the District within such ten (10) day period shall be deemed a waiver and relinquishment of the claim against the District.

- D. Expenses of reconstruction and/or costs to replace and/or repair damaged materials and supplies, provided that Contractor is not fully compensated for such expenses and/or costs by insurance or otherwise, shall be included in an increase to the GMP if said expenses are the result of the negligent acts or omissions of the District, or its principals, agents, servants, or employees.

SECTION 11. NOT USED

SECTION 12. PERSONNEL ASSIGNMENT

- A. Contractor shall assign TBD as Project Manager/Superintendent for the Project. So long as TBD remains in the employ of Contractor, such person shall not be changed or substituted from the Project, or cease to be fully committed to the Project except as provided in this Section. In the event Contractor deems it necessary, Contractor shall replace the manager and/or the superintendent for the Project with a replacement with like qualifications and experience, subject to the prior written consent of the District, which consent shall not be unreasonably withheld. Any violation of the terms of paragraph A of this Section 12 shall entitle the District to terminate this Agreement for breach, pursuant to the provisions of the General Conditions.
- B. Notwithstanding the foregoing provisions of paragraph A of Section 12, above, if any manager and/or superintendent proves not to be satisfactory to the District, upon written notice from the District to Contractor, such person(s) shall be promptly replaced by a person who is acceptable to the District in accordance with the following procedures: Within five (5) business days after receipt of a notice from the District requesting replacement of any manager and/or superintendent or discovery by Contractor that any manager and/or superintendent is leaving their employ, as the case may be, Contractor shall provide the District with the name of an acceptable replacement/substitution together with such information as the District may reasonably request about such replacement/substitution. The replacement/substitution shall commence work on the Project no later than five (5)

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business days following the District's approval of such replacement, which approval shall not be unreasonably withheld. If the District and Contractor cannot agree as to the replacement/substitution, the District shall be entitled to terminate this Agreement for breach pursuant to the provisions of the General Conditions.

SECTION 13. BONDING REQUIREMENTS

Contractor shall fully comply with the requirements set forth in Section 6.9 of the General Conditions.

SECTION 14. PAYMENTS TO CONTRACTOR

- A. Contractor shall finance the cost of construction of the Project which costs shall not exceed the GMP, which shall not be adjusted except as otherwise provided in this Agreement. The District shall pay Contractor Tenant Improvement Payments and Sublease Payments pursuant to the terms and conditions of Section 6 of the Sublease. In the event of a dispute between the District and Contractor, the District may withhold from the Tenant Improvement Payments and the Sublease Payments an amount not to exceed one hundred fifty percent (150%) of the disputed amount.
- B. This Agreement is subject to the provisions of California Public Contract Code Sections 7107, 7201 and 20104.50 as they may from time to time be amended.
- C. For purposes of this Agreement, the acceptance by the District means acceptance made only by an action of the governing body of the District in session. Acceptance by Contractor of the final Tenant Improvement Payment or the Sublease Payment, as the case may be, shall constitute a waiver of all claims against the District related to those amounts.

SECTION 15. CONTRACTOR'S CONTINUING RESPONSIBILITY

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

SECTION 16. INSURANCE

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

SECTION 17. USE OF PREMISES

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

SECTION 18. SITE REPRESENTATIONS

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

SECTION 19. HAZARDOUS WASTE AND UNKNOWN PHYSICAL CONDITIONS

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

- A. If the District has identified the presence of hazardous materials on or in proximity to the Site (the "Pre-existing Hazardous Materials"), Contractor shall review all information provided by the District that characterizes the Pre-existing Hazardous Materials and shall take the actions approved by DTSC and issued by the District necessary to address the Pre-existing Hazardous Materials in the performance of the work. Contractor shall conduct the work based on this information issued at the time contract documents are executed. Contractor shall immediately communicate, in writing, any variances from available information to the District.
- B. The District will retain an additional independent environmental consultant to perform the investigation, inspection, testing, assessment, sampling and analysis necessary to prepare and recommend a remediation plan for the Pre-existing Hazardous Materials for the District's approval (the "Remediation Plan").

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- C. The District will retain title to all Pre-existing Hazardous Materials encountered during the work. This does not include hazardous material generated by Contractor, including but not limited to used motor oils, lubricants, cleaners, etc. Contractor shall dispose of such hazardous waste in accordance with the provisions of the Contract Documents, as well as local, State and Federal laws and regulations. The District will be shown as the hazardous waste generator and will sign all hazardous waste shipment manifests for non-Contractor generated hazardous waste. Nothing contained within these Contract Documents shall be construed or interpreted as requiring Contractor to assume the status of owner or generator of hazardous waste substances for non-Contractor generated hazardous wastes.
- D. Except as otherwise provided herein, it is the responsibility of Contractor to obtain governmental approvals relating to Hazardous Materials Management, including Federal and State surface water and groundwater discharge permits and permits for recycling and reuse of hazardous materials for all work noted in the contract documents. Contractor shall be responsible for coordinating compliance with such governmental approvals and applicable governmental rules with the District's hazardous materials consultant, including those governing the preparation of waste profiles, waste manifests, and bills of lading. If Contractor encounters hazardous materials, it shall immediately notify the District in writing. The District, Consultant and Contractor shall jointly establish the plan for disposition and actions to be taken with respect to the hazardous materials, subject to final written approval by the District.
- E. If, during construction, Contractor encounters materials, conditions, waste, contaminated groundwater or substances, not identified in the District's assessment report, that Contractor reasonably suspects are hazardous materials, Contractor shall stop the affected portion of the work, secure the area, promptly notify the District, and take reasonable measures to mitigate the impact of such work stoppage. The District shall retain the services of an environmental consultant to perform investigation, inspection, testing, assessment, sampling and analysis of the suspect materials, conditions, waste, groundwater or substances.
- (1) Found Not to be Hazardous Materials. If the environmental consultant determines that the materials, conditions, waste, contaminated groundwater or substances do not constitute hazardous materials, Contractor shall recommence the suspended work.
- (2) Found to be Hazardous Materials. If the environmental consultant determines that the materials, conditions, waste, contaminated groundwater or substances constitute hazardous materials and such hazardous materials require remediation and disposal, then the District, Consultant and Contractor shall jointly establish the plan for disposition and actions to be taken with respect to the hazardous

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materials, subject to final written approval by the District. All such costs shall be the responsibility of the District.

F. Exacerbation of Pre-Existing Hazardous Materials.

If during construction Contractor encounters pre-existing environmental conditions that it knew or should have known involve hazardous materials (the "Point of Discovery") (which encounters may include an unavoidable release or releases of hazardous materials) then Contractor must immediately stop the affected portion of the work. If Contractor fails to immediately stop the affected portion of the work after the Point of Discovery, then Contractor is solely responsible for any resultant Exacerbation Cost. "Exacerbate," in all its forms, means the worsening effects of Contractor's failure to stop the affected portion of work after the Point of Discovery. "Exacerbation Cost" means the differential between (i) the actual increase in the cost of remediation and delays to the Project attributable to pre-existing environmental conditions involving hazardous substances, and (ii) the cost thereof or delays thereto had Contractor immediately stopped the affected portion of the work after the Point of Discovery. The standard of "should have known" applies to Contractor's supervisory personnel, whether or not on the Site. Contractor's supervisory personnel must have had the hazardous material training required by applicable OSHA and Cal OSHA rules or regulations.

SECTION 20. INDEPENDENT CONTRACTOR

- A. Contractor is retained as an independent contractor and is not employed by the District. No employee or agent of Contractor shall become, or be considered to be, an employee of the District for any purpose. It is agreed that the District is interested only in the results obtained from service under this Agreement and that Contractor shall perform as an independent contractor with sole control of the manner and means of performing the services required under this Agreement. Contractor shall complete this Agreement according to its own methods of work which shall be in the exclusive charge and control of Contractor and which shall not be subject to control or supervision by the District except as to results of the work. It is expressly understood and agreed that Contractor and its employees shall in no event be entitled to any benefits to which the District employees are entitled, including, but not limited to, overtime, retirement benefits, insurance, vacation, worker's compensation benefits, sick or injury leave or other benefits.
- B. Contractor shall be responsible for all salaries, payments, and benefits for all of its officers, agents, and employees in performing services pursuant to this Agreement.

SECTION 21. ACCOUNTING RECORDS

Contractor, and all Subcontractors, shall check all materials, equipment and labor entering into the work and shall keep or cause to be kept such full and detailed accounts as may be necessary for proper financial management under this Agreement, including true and complete books, records and accounts of all financial transactions in the course of their activities and operations related to the Project. These documents include sales slips, invoices, payrolls, personnel records, requests for Subcontractor payment, and other data relating to all matters covered by the Contract Documents (the "Data"). The Data shall be maintained for ten (10) years from the latest expiration of the term (as such may be extended) of any of the Contract Documents. Contractor shall use its best efforts to cause its Subcontractors to keep or cause to be kept true and complete books, records and accounts of all financial transactions in the course of its activities and operations related to the Project. Upon completion of the Project, Contractor shall provide the District with one (1) complete copy of the Data.

The District, at its own costs, shall have the right to review and audit, upon reasonable notice, the books and records of Contractor and any Subcontractors concerning any monies associated with the Project.

SECTION 22. PERSONAL LIABILITY

Neither the trustees, officers, employees, or agents of District, the District's representative, or Architect shall be personally responsible for any liability arising under the Contract Documents.

SECTION 23. AGREEMENT MODIFICATIONS

No waiver, alteration or modification of any of the provisions of this Agreement shall be binding upon either the District or Contractor unless the same shall be in writing and signed by both the District and Contractor.

SECTION 24. NOTICES

Any notices or filings required to be given or made under this Agreement shall be served, given or made in writing upon the District or Contractor, as the case may be, by personal delivery or registered mail (with a copy sent via fax or regular mail) to the respective addresses given below or at such other address as such party may provide in accordance with the provisions herein. Any change in the addresses noted herein shall not be binding upon the other party unless preceded by no less than thirty (30) days prior written notice.

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If to Contractor:

Bernards
555 First Street
San Fernando, CA 91340
Attn: Rick Fochtman

If to the District:

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

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

And with an additional copy to Scott Burkett,
Caldwell Flores Winters, Inc.
6425 Christie Ave., Suite 270
Emeryville, CA 94608

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

SECTION 25. ASSIGNMENT

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

SECTION 26. PROVISIONS REQUIRED BY LAW

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

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OXNARD SCHOOL DISTRICT

CONSTRUCTION SERVICES AGREEMENT

McKinna Elementary School Project

June 21st, 2017

SECTION 27. HEADINGS

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

SECTION 28. APPLICABLE LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of California. The parties irrevocably agree that any action, suit or proceeding by or among the District and Contractor shall be brought in whichever of the Superior Courts of the State of California, Ventura County, or the Federal Court for the Central District of California in Los Angeles, California, has subject matter jurisdiction over the dispute and waive any objection that they may now or hereafter have regarding the choice of forum whether on personal jurisdiction, venue, forum non conveniens or on any other ground.

SECTION 29. SUCCESSION OF RIGHTS AND OBLIGATIONS

All rights and obligations under this Agreement shall inure to and be binding upon the successors and assigns of the parties hereto.

SECTION 30. NOTIFICATION OF THIRD PARTY CLAIMS

The District shall provide Contractor with timely notification of the receipt by the District of any third-party claim relating to this Agreement, and the District may charge back to Contractor the cost of any such notification.

SECTION 31. SEVERABILITY

If any one or more of the terms, covenants or conditions of this Agreement shall to any extent be declared invalid, unenforceable, void or voidable for any reason whatsoever by a court of competent jurisdiction, the finding or order or decree of which becomes final, none of the remaining terms, provisions, covenants and conditions of the Contract Documents shall be affected thereby, and each provision of the Contract Documents shall be valid and enforceable to the fullest extent permitted by law.

SECTION 32. ENTIRE AGREEMENT

This Construction Services Agreement and the additional Contract Documents as defined in paragraph C of Section 1 herein, including the Site Lease, the Sublease, and the Specifications, drawings, and plans constitute the entire agreement between Contractor and the

District. The Contract Documents shall not be amended, altered, changed, modified or terminated without the written consent of both parties hereto, except as otherwise provided in Section 10 hereof.

SECTION 33. EXECUTION IN COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument.

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

CONTRACTOR:

Bernards
555 First Street
San Fernando, CA 91340
Rick Fochtman, Vice President

THE DISTRICT:

Oxnard School District,
a California school district
1051 South A Street
Oxnard, California 93030
Lisa A. Franz, Director, Purchasing

By: Rich Falt
Title: Executive VP
Date: 6.30.2017

By: Lisa A. Franz
Title: Director, Purchasing
Date: 8-11-17

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EXHIBIT A

Scope of Work (Plans & Specifications)

To be Designed and Approved by the Division of State Architects of the
State of California

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OXNARD SCHOOL DISTRICT

McKinna Elementary School Project

CONSTRUCTION SERVICES AGREEMENT

June 21st, 2017

EXHIBIT B

Oxnard School District – McKinna ES Project

Preconstruction Services

The District desires to retain a professional construction firm (hereafter "CONTRACTOR") to provide certain professional pre-construction services related to the Project plans and specifications for the purpose of designing the project to budget and eliminating unforeseen circumstances, errors, omissions and ambiguities in the construction documents prepared by the Architect. The fee for this set of services will be **Two Hundred Twenty-Nine Thousand Three Hundred Twenty-two and No Hundredths (\$229,322.00)**, to be paid monthly on a design progress basis.

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

1. Professional Construction Cost-Estimation Services

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

2. Professional Constructability Review

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

3. Value Engineering Services

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

4. Building Information Modeling (BIM) Services

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

#17-41

- 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.

- 24 -

#17-41

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

7. Schedule for Pre-Construction Services.

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

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

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

CONTRACTOR:

THE DISTRICT:

Oxnard School District,
a California school district

By: Rich Foeltz

By: Lisa A. Franz

Title: Executive Vice President

Title: Lisa A. Franz, Director, Purchasing

Date: 6.30.2017

Date: 8-11-17

OSD BOARD AGENDA ITEM

Name of Contributor: Betsy George

Date of Meeting: June 24, 2020

Agenda Section: Section C: Facilities Agreement

Approval of Contractor Contingency Allocation No. 013 to the McKinna Elementary School Reconstruction Project for an increase of cost for the Work associated with the Project (George/Miller/CFW)

During the Regular Meeting of June 20, 2018, the Board of Trustees approved Construction Services Agreement #17-41 (CSA #17-41) between the Oxnard School District and Bernards Bros. Inc. for the reconstruction of the McKinna Elementary School. CSA #17-41 included a Contractor Contingency Allocation in the amount of Eight Hundred Twenty-Four Thousand Eight Hundred Thirty-Five Dollars and No Cents (\$824,835.00). This Contractor Contingency Allocation fund is for payment of very specific items of work, such as: (1) additional costs resulting from discrepancies in the bid buy-out process; (2) conflicts, discrepancies or errors in the Construction Documents; (3) work required by the Inspector of Record or any governmental agency involved with the permitting or approval/certification process that is not otherwise shown in the Construction Documents; and (4) any other items of cost agreed to in writing by the Contractor and District to be included in the Contractor Contingency Allocation.

CCA No. 013 consists of various proposal relating to the McKinna Reconstruction Project. These CAR's provide for various civil scope of work modification needed to complete this work in accordance with the intent of the design. The various modifications included elevation changes between Buildings 1 and 4; added 6 inch sidewalk along the south side of the Kindergarten building; added 6 inch sidewalk at perimeter of play structure located behind Administration Building; added mow strips at various locations; added 12" x 18" concrete curb at electrical yard to address elevation changes, etc. CCA No. 013 provides for the Board's consideration and approval of work totaling \$82,867.00, as agreed to in writing by the Contractor and District to be drawn from the Contractor Contingency Allocation line item.

Upon approval of CCA No. 013 Contractor Contingency funds in the amount of \$778,850.74 will have been utilized to date, and the remaining balance of Contractor Contingency sum shall be \$45,984.26

FISCAL IMPACT:

CCA No. 013 will be a COST to the Contractor Contingency line item of CSA #17-41 in the amount of Eighty-Two Thousand Eight Hundred Sixty-Seven Dollars and Zero Cents (\$82,867.00). This allocation will not increase the Project's overall budget. After Board approval of CCA No. 013, the remaining balance of the Contractor Contingency Allocation will be Forty-Five Thousand Nine Hundred Eighty-Four Dollars and Twenty-Six Cents (\$45,984.26).

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Facilities, in conjunction with Caldwell Flores Winters, Inc., that the Board of

Trustees approve CCA No. 013 to CSA #17-41 with Bernards Bros. Inc. related to the McKinna Elementary School Reconstruction Project.

ADDITIONAL MATERIALS:

- Attached:** [Contractor Contingency Allocation No. 013 \(3 Pages\)](#)
- [CAR No. 185-RFI 409 - Clarification on elevation in front of MPR \(6 Pages\)](#)
- [CAR No. 186-RFI 393 - Site Concrete Section Clarification \(6 Pages\)](#)
- [CAR No. 187-RFI 406 & 412 - Site Work Elevations \(12 Pages\)](#)
- [CAR No. 188-RFI 414 - Sidewalk detail along South of KG \(7 Pages\)](#)
- [CAR No. 189-RFI 396 - Concrete Curb at AC Paving to Protective Surface \(6 Pages\)](#)
- [CAR No. 190-RFI 415 - Storm drain on the back of Admin Bldg \(10 Pages\)](#)
- [CAR No. 191-RFI 416 - General Site Work Clarifications Revised \(10 Pages\)](#)
- [CAR No. 192-RFI 386 - Clarification on Fence Layout near KG Bldg \(6 Pages\)](#)
- [CAR No. 193-RFI 421 - Electrical Yard Slab \(10 Pages\)](#)
- [Construction Services Agreement #17-41, Bernards Bros. Inc. \(25 Pages\)](#)



CONTRACTOR CONTINGENCY ALLOCATION APPROVAL

Date: June 24, 2020

CONTRACTOR CONTINGENCY ALLOCATION NO. 013

PROJECT: MCKINNA ELEMENTARY SCHOOL
O.S.D. BID No. N/A
O.S.D. Agreement No. 17-41

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

ARCHITECT Perkins Eastman
 3194 D Airport Loop Drive
 Costa Mesa, CA 92626

CONTRACTOR:
 Bernards Bros. Inc.
 555 First Street
 San Fernando, CA 91340
 Attn: Carl Magness

Architects Proj. No.: 72538-101
D.S.A. File No.: 56-22
D.S.A. App. No.: 03-118371

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

ORIGINAL CONTRACTOR CONTINGENCY SUM	\$	824,835.00
NET CHANGE – ALL PREVIOUS CONTRACTOR CONTINGENCY ALLOCATION	\$	(695,983.74)
ADJUSTED CONTINGENCY SUM	\$	128,851.26
NET CHANGE	\$	(82,867.00)
<hr/>		
Total Contingency Allocations to Date:	\$	(778,850.74)
ADJUSTED CONTRACTOR CONTINGENCY SUM THROUGH NO.: 013.....	\$	45,984.26

Item	Description	Additional Cost related to Bid/Buy-out	Conflicts, Discrepancies or Errors in the Construction Documents	Additional Work required by IOR, or another Jurisdictional Agency, not in plans	Other Item of Cost agreed to by District and Contractor
1.	PCO 185-RFI 409 - Clarification on elevation in front of MPR		\$2,346.00		
2.	PCO 186-RFI 393 - Site Concrete Section Clarification		\$6,003.00		
3.	PCO 188-RFI 414 - Sidewalk detail along South of KG		\$3,925.00		
4.	PCO 189-RFI 396 - Concrete Curb at AC Paving to Protective Surface		\$8,893.00		
5.	PCO 187-RFI 406 & 412 - Site Work Elevations		\$3,826.00		
6.	PCO 190-RFI 415 - Storm drain on the back of Admin Bldg		\$3,192.00		
7.	PCO 191-RFI 416 - General Site Work Clarifications Revised		\$41,021.00		
8.	PCO 192-RFI 386 - Clarification on Fence Layout near KG Bldg		\$5,172.00		
9.	PCO 193-RFI 421 - Electrical Yard Slab		\$8,489.00		
	TOTAL		\$82,867.00		

Total Contractor Contingency Allocation Approval No. 013..... \$82,867.00

**NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND ASST. SUPERINTENDENT OR PURCHASING DIRECTOR*

APPROVAL (REQUIRED):

ARCHITECT: _____

DATE: _____

CONTRACTOR: _____

DATE: _____

RECOMMENDED FOR APPROVAL:

ASSISTANT SUPERINTENDENT, BUSINESS & FISCAL SERVICES

DATE: _____

APPROVAL (REQUIRED):

PURCHASING DIRECTOR: _____

DATE: _____



CONTINGENCY ALLOCATION REQUEST

CAR No. 185 R0

Date: 3/15/2020

Project: McKinna Elementary School Reconstruction

DESCRIPTION OF WORK

RFI 409 - Clarification on elevation in front of MPR - Radius Step at Bldg. 2

SUMMARY OF ALLOCATIONS

Item Description	Company	Amount Requested
Contractual Costs		
		-2,346
	Subtotal:	-2,346

SUMMARY OF ALLOCATIONS

Item Description	Company	Amount Requested
Subcontract Costs		
	B&M Contractors Inc	2,346
	Subtotal:	2,346
Total Change Order Request Amount:		0

ACKNOWLEDGEMENT

Oxnard School District

Bernards Bros. Inc.

Signature

Signature

Printed Name & Title

Printed Name & Title

Date

Date

REVIEWED

- DOCUMENT CLARIFICATIONS
- AGENCY REVIEW
- FIELD CONDITIONS
- OWNER'S REQUEST
- CONTRACTOR BUYOUT



Date
11/25/2019

CHANGE ORDER REQUEST

Name & Address
Bernard's 555 First Street San Fernando, Ca. 91340

Please see additional work requested for your project below. For acceptance please sign below.

C.O. Request #
2

Description of New Work Requested	Quantity	Rate	Amount
Job address - McKinna ES			
Additional work requested:			
Description: Per email from Mitch Michaelis on 11/21/2019, B&M to provide a 3" step at the fence line radiused band in front of Building 2 to obtain proper slopes in ADA compliance.			
Foreman - 4 hrs.	4	85.00	340.00
Mason-Layout/Form/Set Rebar - 8 hrs.	8	71.13	569.04
Form lumber - 50 lin. ft.	50	4.35	217.50
Rebar - 160 lbs.	160	0.70	112.00
Concrete - 3 yards	3	110.00	330.00
Mason- Pour/Finish - 4 hrs.	4	71.13	284.52
Concrete pump	3	15.00	45.00
Mason- Strip/Detail - 2 hrs.	2	71.13	142.26
Subtotal			2,040.32
Office & administration		15.00%	306.05
Total			\$2,346.37

The contractor signing below hereby agrees to the following:
 Equipment and operator are under the exclusive authority and supervision of Contractor/Owner. Contractor/Owner is responsible for all underground services and Contractor/Owner is liable for all damages to persons or property.
 The total amount due as set forth above will be billed to Contractor/Owner by separate invoice. All invoices are due in full upon receipt. An additional one and one-half percent service charge (or the maximum amount permitted by applicable law) will be charge to all accounts not paid within 30 days after due date and similarly each month thereafter. In the event it will become necessary to place this account with an attorney for collection, Contractor/Owner will pay costs of said attorney. Including all related costs of collection, whether or not legal proceedings are commenced. If suit is instituted, then in addition, Contractor/Owner will pay all court costs as allowed by applicable law.

4473 East Cochran Street
 Simi Valley, CA 93063
 Tel: 805-581-5480
 Fax: 805-581-5436

Please sign, date and fax back to the office for acceptance:

Signature _____



HOURLY LABOR COST RATES

Sub/Contractor: B&M Contractors, Inc. **Trade:** Cement Mason
Date: 9/20/2019 **Classification:** Journeyman
Project: McKinna
Rate Effective Through: July 1, 2020 **Union :** **Non Union:**

	Straight Time	Time & 1/2	Double Time
A. HOURLY TAXABLE WAGE COSTS			
Hourly Wage	\$ 37.00	\$ 55.50	\$ 74.00
Vacation & Holiday Accrual	\$ 4.55	\$ 4.55	\$ 4.55
Hourly Taxable Wage Costs Subtotal	\$ 41.55	\$ 60.05	\$ 78.55
B. HOURLY PAYROLL TAX & INSURANCE			
Social Security	\$ 2.29	\$ 3.44	\$ 4.59
Medicare	\$ 0.54	\$ 0.80	\$ 1.07
FUI	\$ 0.22	\$ 0.33	\$ 0.44
SUI	\$ 1.26	\$ 1.89	\$ 2.52
Workers Compensation Insurance	\$ 4.01	\$ 6.02	\$ 8.03
General Liability Insurance (If Applicable)	\$ -	\$ -	\$ -
Hourly Payroll Tax & Insurance Subtotal	\$ 8.33	\$ 12.49	\$ 16.65
C. HOURLY BENEFITS			
Health & Welfare (or equivalent)	\$ 8.17	\$ 8.17	\$ 8.17
Pension & Retirement (or equivalent)	\$ 9.68	\$ 9.68	\$ 9.68
Training (or equivalent)	\$ 0.64	\$ 0.64	\$ 0.64
Other	\$ 2.76	\$ 2.76	\$ 2.76
Hourly Benefits Subtotal	\$ 21.25	\$ 21.25	\$ 21.25
TOTAL HOURLY LABOR COST RATE (A+B+C)	\$ 71.13	\$ 93.79	\$ 116.45

Factors NOT allowed in the above hourly labor cost rates:

- | | |
|--------------------------------------|--------------------------------|
| 1. Overhead | 5. Consumables |
| 2. Profit | 6. Bonus or incentive payments |
| 3. Vehicle & transportation expenses | 7. Communications |
| 4. Small tools | 8. Supervision |



**REQUEST FOR INFORMATION
FOR SUBCONTRACTOR ACTION**

RFI No. : 409

Project: McKinna Elementary School Reconstruction

Date: 11-21-19

Discipline: Architectural

Subject: Clarification on Radius in front of MPR

DRAWING & SPECIFICATION REFERENCES

Drawing Sheet / Specification	Detail / Sub Section	Comments
RFI 401	C100	

QUESTION

The elevations from Bldg 2 to the parking lot does not work (See the attached sketch). Since it is at fence, and is not in the path of travel; adding a 3" step at the fence line radiused band will get all the slopes in ADA, compliant. Please confirm that it is acceptable.

ANSWER

Confirmed

KG, PED 12.05.19

RESPONSE DISTRIBUTION

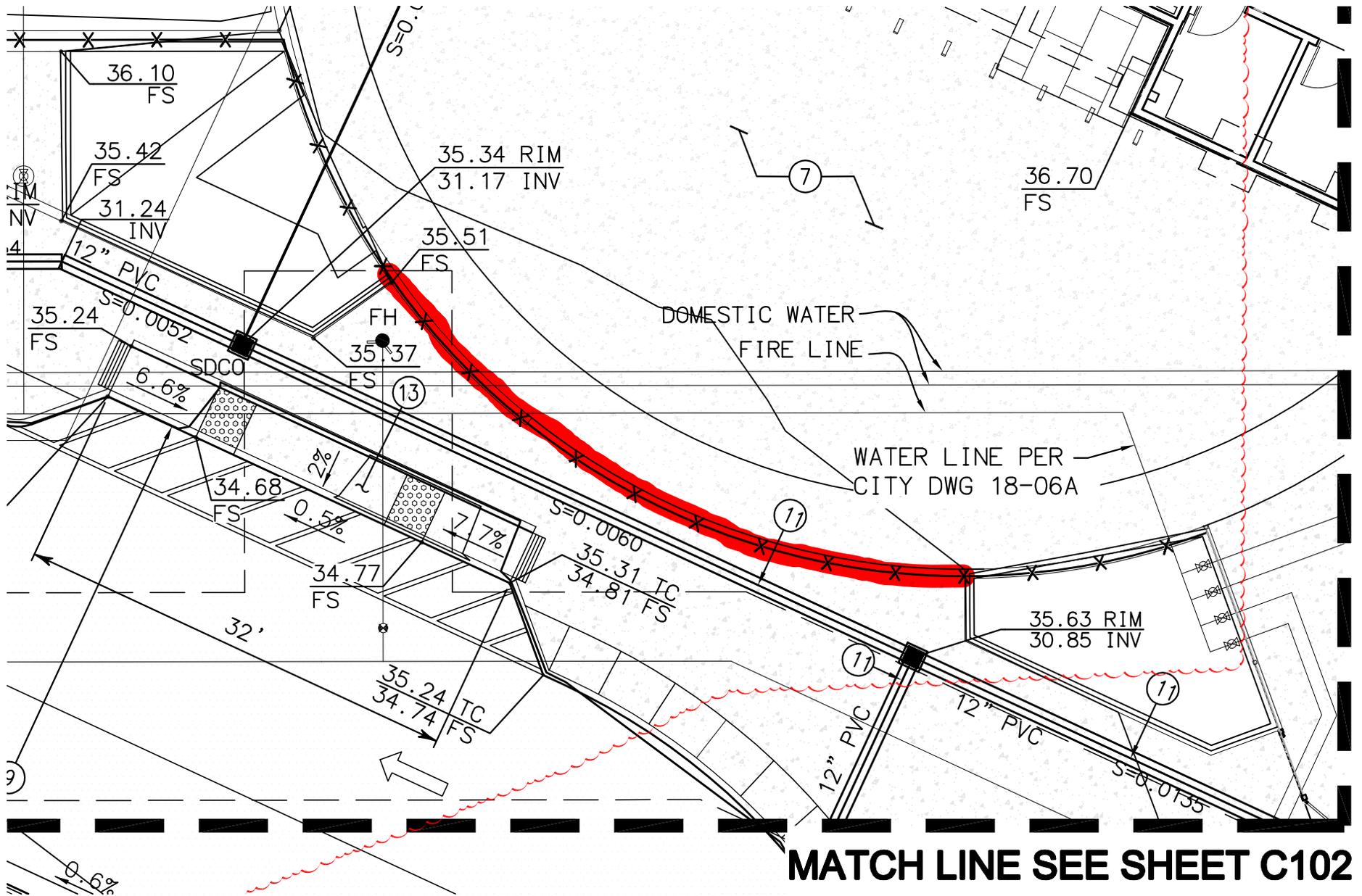
Company	Contact	Date Sent
B&M Contractors Inc	Bruce Arikawa	12/12/2019

Please review and advise Bernards, WITHIN 7 days, if there are any additional costs or schedule impacts associated with incorporating the RFI response with the Contract Work. (Include a brief description and rough order estimate of the change with this notification. If no response is received within 7 days, Bernards shall trust that there is no impact to your Contract Price or Schedule.

Question Initiated By: Bruce Arikawa - B&M Contractors Inc - Author Number:

Submitted By: Arvind Balaji - Bernards

C100





CONTINGENCY ALLOCATION REQUEST

CAR No. 186 R0

Date: 3/15/2020

Project: McKinna Elementary School Reconstruction

DESCRIPTION OF WORK

RFI 393-Site Concrete Section Clarification - Increase Thickness at Northside

SUMMARY OF ALLOCATIONS

Item Description	Company	Amount Requested
Contractual Costs		
		-6,003
	Subtotal:	-6,003

SUMMARY OF ALLOCATIONS

Item Description	Company	Amount Requested
Subcontract Costs		
	B&M Contractors Inc	6,003
	Subtotal:	6,003

Total Change Order Request Amount: 0

ACKNOWLEDGEMENT

Oxnard School District

Bernards Bros. Inc.

Signature

Signature

Printed Name & Title

Printed Name & Title

Date

Date

REVIEWED

- DOCUMENT CLARIFICATIONS
- AGENCY REVIEW
- FIELD CONDITIONS
- OWNER'S REQUEST
- CONTRACTOR BUYOUT

Owner request for traffic rated section.



Date
12/3/2019

CHANGE ORDER REQUEST

Name & Address
Bernard's 555 First Street San Fernando, Ca. 91340

Please see additional work requested for your project below. For acceptance please sign below.

C.O. Request #
3

Description of New Work Requested	Quantity	Rate	Amount
Job address - McKinna ES			
Additional work requested:			
Description: Per RFI 393, increase the thickness of concrete paving from 4" to 6" at northside gate paving as indicated on RFI 393 Exhibit.			
Concrete - 36 yards	36	110.00	3,960.00
Concrete pump	36	5.00	180.00
AB 219 Fee - 3.6 trucks	3.6	300.00	1,080.00
Subtotal			5,220.00
Office & administration		15.00%	783.00
Total			\$6,003.00

The contractor signing below hereby agrees to the following:
 Equipment and operator are under the exclusive authority and supervision of Contractor/Owner. Contractor/Owner is responsible for all underground services and Contractor/Owner is liable for all damages to persons or property.
 The total amount due as set forth above will be billed to Contractor/Owner by separate invoice. All invoices are due in full upon receipt. An additional one and one-half percent service charge (or the maximum amount permitted by applicable law) will be charge to all accounts not paid within 30 days after due date and similarly each month thereafter. In the event it will become necessary to place this account with an attorney for collection, Contractor/Owner will pay costs of said attorney. Including all related costs of collection, whether or not legal proceedings are commenced. If suit is instituted, then in addition, Contractor/Owner will pay all court costs as allowed by applicable law.

4473 East Cochran Street
 Simi Valley, CA 93063
 Tel: 805-581-5480
 Fax: 805-581-5436

Please sign, date and fax back to the office for acceptance:

Signature _____



HOURLY LABOR COST RATES

Sub/Contractor: B&M Contractors, Inc. **Trade:** Cement Mason
Date: 9/20/2019 **Classification:** Journeyman
Project: McKinna
Rate Effective Through: July 1, 2020 **Union :** **Non Union:**

	Straight Time	Time & 1/2	Double Time
A. HOURLY TAXABLE WAGE COSTS			
Hourly Wage	\$ 37.00	\$ 55.50	\$ 74.00
Vacation & Holiday Accrual	\$ 4.55	\$ 4.55	\$ 4.55
Hourly Taxable Wage Costs Subtotal	\$ 41.55	\$ 60.05	\$ 78.55
B. HOURLY PAYROLL TAX & INSURANCE			
Social Security	\$ 2.29	\$ 3.44	\$ 4.59
Medicare	\$ 0.54	\$ 0.80	\$ 1.07
FUI	\$ 0.22	\$ 0.33	\$ 0.44
SUI	\$ 1.26	\$ 1.89	\$ 2.52
Workers Compensation Insurance	\$ 4.01	\$ 6.02	\$ 8.03
General Liability Insurance (If Applicable)	\$ -	\$ -	\$ -
Hourly Payroll Tax & Insurance Subtotal	\$ 8.33	\$ 12.49	\$ 16.65
C. HOURLY BENEFITS			
Health & Welfare (or equivalent)	\$ 8.17	\$ 8.17	\$ 8.17
Pension & Retirement (or equivalent)	\$ 9.68	\$ 9.68	\$ 9.68
Training (or equivalent)	\$ 0.64	\$ 0.64	\$ 0.64
Other	\$ 2.76	\$ 2.76	\$ 2.76
Hourly Benefits Subtotal	\$ 21.25	\$ 21.25	\$ 21.25
TOTAL HOURLY LABOR COST RATE (A+B+C)	\$ 71.13	\$ 93.79	\$ 116.45

Factors NOT allowed in the above hourly labor cost rates:

- | | |
|------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <ul style="list-style-type: none"> 1. Overhead 2. Profit 3. Vehicle & transportation expenses 4. Small tools | <ul style="list-style-type: none"> 5. Consumables 6. Bonus or incentive payments 7. Communications 8. Supervision |
|------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------|



REQUEST FOR INFORMATION FOR SUBCONTRACTOR ACTION

RFI No. : 393

Project: McKinna Elementary School Reconstruction

Date: 10-29-19

Discipline: Civil

Subject: Site Concrete Section Clarification

DRAWING & SPECIFICATION REFERENCES

Drawing Sheet / Specification	Detail / Sub Section	Comments
C001		
C100		

QUESTION

Civil sheet C001 calls for 4" PCC over 4" PMB typical, for all site concrete. Civil sheet C100 calls for 6" PCC over 4" PMB.

SUGGESTION

Please confirm site concrete will be placed per C001 (4" PCC over 4" PMB).

ANSWER

See enclosed exhibit showing updated limits of 6-inch pcc and 4-inch pmb based on coordination with project Architect and use of gates.

Steve Downs DELANE 11/11/2019

RESPONSE DISTRIBUTION

Company	Contact	Date Sent
B&M Contractors Inc	Bruce Arikawa	11/12/2019
Damar Construction Inc	Jason Fiscalini	11/12/2019
HPS Mechanical Inc	Jay Buenviaje	11/12/2019

Please review and advise Bernards, WITHIN 7 days, if there are any additional costs or schedule impacts associated with incorporating the RFI response with the Contract Work. (Include a brief description and rough order estimate of the change with this notification. If no response is received within 7 days, Bernards shall trust that there is no impact to your Contract Price or Schedule.

Question Initiated By: Marilag Sharpe - B&M Contractors Inc - Author Number:

Submitted By: Mitch Michaelis - Bernards



REQUEST FOR INFORMATION

RFI No.: 393

To: Kevin Griendling
Company: Perkins Eastman Dougherty
Project: McKinna Elementary School Reconstruction

Date: 10-29-19
Discipline: Civil

Subject: Site Concrete Section Clarification

Response Requested By: 11-05-2019

DRAWINGS & SPECIFICATION REFERENCES

Drawing Sheet / Specification	Detail / Sub Section	Comments
C001		
C100		

QUESTION

Civil sheet C001 calls for 4" PCC over 4" PMB typical, for all site concrete. Civil sheet C100 calls for 6" PCC over 4" PMB.

SUGGESTION

Please confirm site concrete will be placed per C001 (4" PCC over 4" PMB).

ANSWER

See enclosed exhibit showing updated limits of 6-inch pcc and 4-inch pmb based on coordination with project Architect and use of gates.

Response Provided By: Steve Downs DELANE 11/11/2019
 Name Company Date

Question Initiated By: Marilag Sharpe - B&M Contractors Inc - Author Number:

Submitted By: Mitch Michaelis - Bernards

6-INCH CONCRETE, 4-INCH PMB
SCALE: 1"=20' (8.5x11)
11/11/2019 DELANE





CONTINGENCY ALLOCATION REQUEST

CAR No. 187 R0

Date: 3/15/2020

Project: McKinna Elementary School Reconstruction

DESCRIPTION OF WORK

RFI 406 - Site Work Elevations Between B1 and B4- RFI 412 - Elevation of curb along South of KG

SUMMARY OF ALLOCATIONS

Item Description	Company	Amount Requested
Contractual Costs		
		-3,826
	Subtotal:	-3,826

SUMMARY OF ALLOCATIONS

Item Description	Company	Amount Requested
Subcontract Costs		
	B&M Contractors Inc	3,826
	Subtotal:	3,826

Total Change Order Request Amount: 0

ACKNOWLEDGEMENT

Oxnard School District

Bernards Bros. Inc.

Signature

Signature

Printed Name & Title

Printed Name & Title

Date

Date

REVIEWED

- DOCUMENT CLARIFICATIONS
- AGENCY REVIEW
- FIELD CONDITIONS
- OWNER'S REQUEST
- CONTRACTOR BUYOUT

MERITED
 NOT MERITED



Date
12/6/2019

CHANGE ORDER REQUEST

Name & Address
Bernard's 555 First Street San Fernando, Ca. 91340

Please see additional work requested for your project below. For acceptance please sign below.

C.O. Request #
6

Description of New Work Requested	Quantity	Rate	Amount
Job address - McKinna ES			
Time & material charges - see attached ticket:			
11/21/19 - Cut grade down between buildings 1 and 4 to fix elevations per Mitch Michaelis			
Foreman - 3 hrs.	3	85.00	255.00
Mason - 3 hrs.	3	71.13	213.39
Bobcat - 3 hrs.	3	85.00	255.00
Subtotal			723.39
Office & administration		15.00%	108.51
Total			\$831.90

The contractor signing below hereby agrees to the following:
 Equipment and operator are under the exclusive authority and supervision of Contractor/Owner. Contractor/Owner is responsible for all underground services and Contractor/Owner is liable for all damages to persons or property.
 The total amount due as set forth above will be billed to Contractor/Owner by separate invoice. All invoices are due in full upon receipt. An additional one and one-half percent service charge (or the maximum amount permitted by applicable law) will be charge to all accounts not paid within 30 days after due date and similarly each month thereafter. In the event it will become necessary to place this account with an attorney for collection, Contractor/Owner will pay costs of said attorney. Including all related costs of collection, whether or not legal proceedings are commenced. If suit is instituted, then in addition, Contractor/Owner will pay all court costs as allowed by applicable law.

4473 East Cochran Street
 Simi Valley, CA 93063
 Tel: 805-581-5480
 Fax: 805-581-5436

Please sign, date and fax back to the office for acceptance:

Signature _____



HOURLY LABOR COST RATES

Sub/Contractor: B&M Contractors, Inc. **Trade:** Cement Mason
Date: 9/20/2019 **Classification:** Journeyman
Project: McKinna
Rate Effective Through: July 1, 2020 **Union :** **Non Union:**

	<u>Straight Time</u>	<u>Time & 1/2</u>	<u>Double Time</u>
A. HOURLY TAXABLE WAGE COSTS			
Hourly Wage	\$ 37.00	\$ 55.50	\$ 74.00
Vacation & Holiday Accrual	\$ 4.55	\$ 4.55	\$ 4.55
Hourly Taxable Wage Costs Subtotal	\$ 41.55	\$ 60.05	\$ 78.55
B. HOURLY PAYROLL TAX & INSURANCE			
Social Security	\$ 2.29	\$ 3.44	\$ 4.59
Medicare	\$ 0.54	\$ 0.80	\$ 1.07
FUI	\$ 0.22	\$ 0.33	\$ 0.44
SUI	\$ 1.26	\$ 1.89	\$ 2.52
Workers Compensation Insurance	\$ 4.01	\$ 6.02	\$ 8.03
General Liability Insurance (If Applicable)	\$ -	\$ -	\$ -
Hourly Payroll Tax & Insurance Subtotal	\$ 8.33	\$ 12.49	\$ 16.65
C. HOURLY BENEFITS			
Health & Welfare (or equivalent)	\$ 8.17	\$ 8.17	\$ 8.17
Pension & Retirement (or equivalent)	\$ 9.68	\$ 9.68	\$ 9.68
Training (or equivalent)	\$ 0.64	\$ 0.64	\$ 0.64
Other	\$ 2.76	\$ 2.76	\$ 2.76
Hourly Benefits Subtotal	\$ 21.25	\$ 21.25	\$ 21.25
TOTAL HOURLY LABOR COST RATE (A+B+C)	\$ 71.13	\$ 93.79	\$ 116.45

Factors NOT allowed in the above hourly labor cost rates:

- | | |
|------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <ul style="list-style-type: none"> 1. Overhead 2. Profit 3. Vehicle & transportation expenses 4. Small tools | <ul style="list-style-type: none"> 5. Consumables 6. Bonus or incentive payments 7. Communications 8. Supervision |
|------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------|



REQUEST FOR INFORMATION FOR SUBCONTRACTOR ACTION

RFI No. : 406

Project: McKinna Elementary School Reconstruction

Date: 11-15-19

Discipline: Civil

Subject: Site Work Elevations Between B1 and B4

DRAWING & SPECIFICATION REFERENCES

Drawing Sheet / Specification	Detail / Sub Section	Comments
C103		

QUESTION

Please provide elevations for the highlighted areas on page2.

ANSWER

ENLCOSED LAST PAGE SHOWS ADDITIONAL GARDES AS REQUESTED.

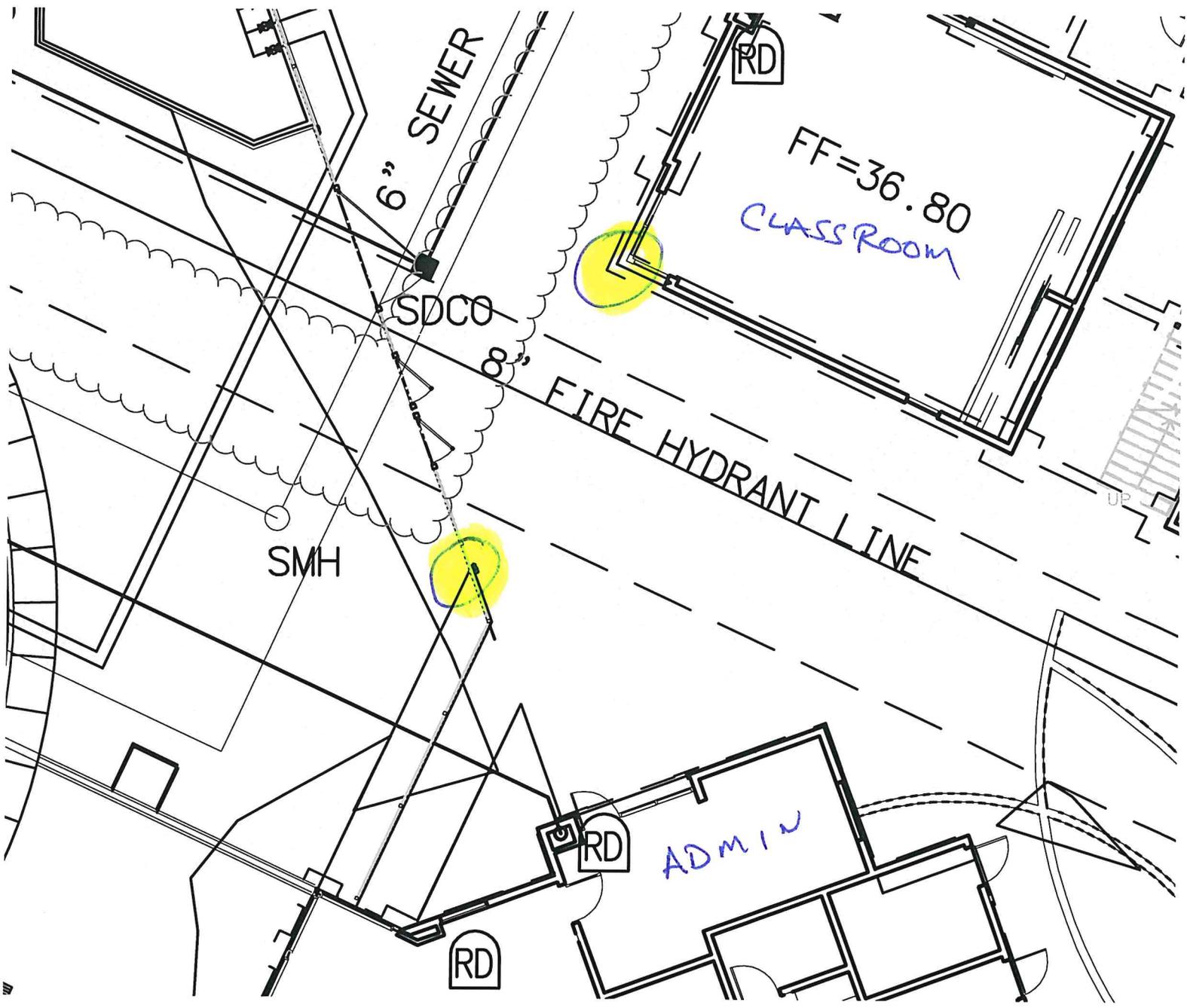
RESPONSE DISTRIBUTION

Company	Contact	Date Sent
B&M Contractors Inc	Bruce Arikawa	11/18/2019
Damar Construction Inc	Jason Fiscalini	11/18/2019
A-1 Fence Company	Michael Lowthers	11/18/2019
Hardy Engineering Inc	John Polsgrove	11/18/2019
Dufau Landscape Inc	Peter Dufau	11/18/2019
Onyx Paving Co Inc	Rodney Webber	11/18/2019

Please review and advise Bernards, **WITHIN 7 days**, if there are any additional costs or schedule impacts associated with incorporating the RFI response with the Contract Work. (Include a brief description and rough order estimate of the change with this notification. If no response is received within 7 days, Bernards shall trust that there is no impact to your Contract Price or Schedule.

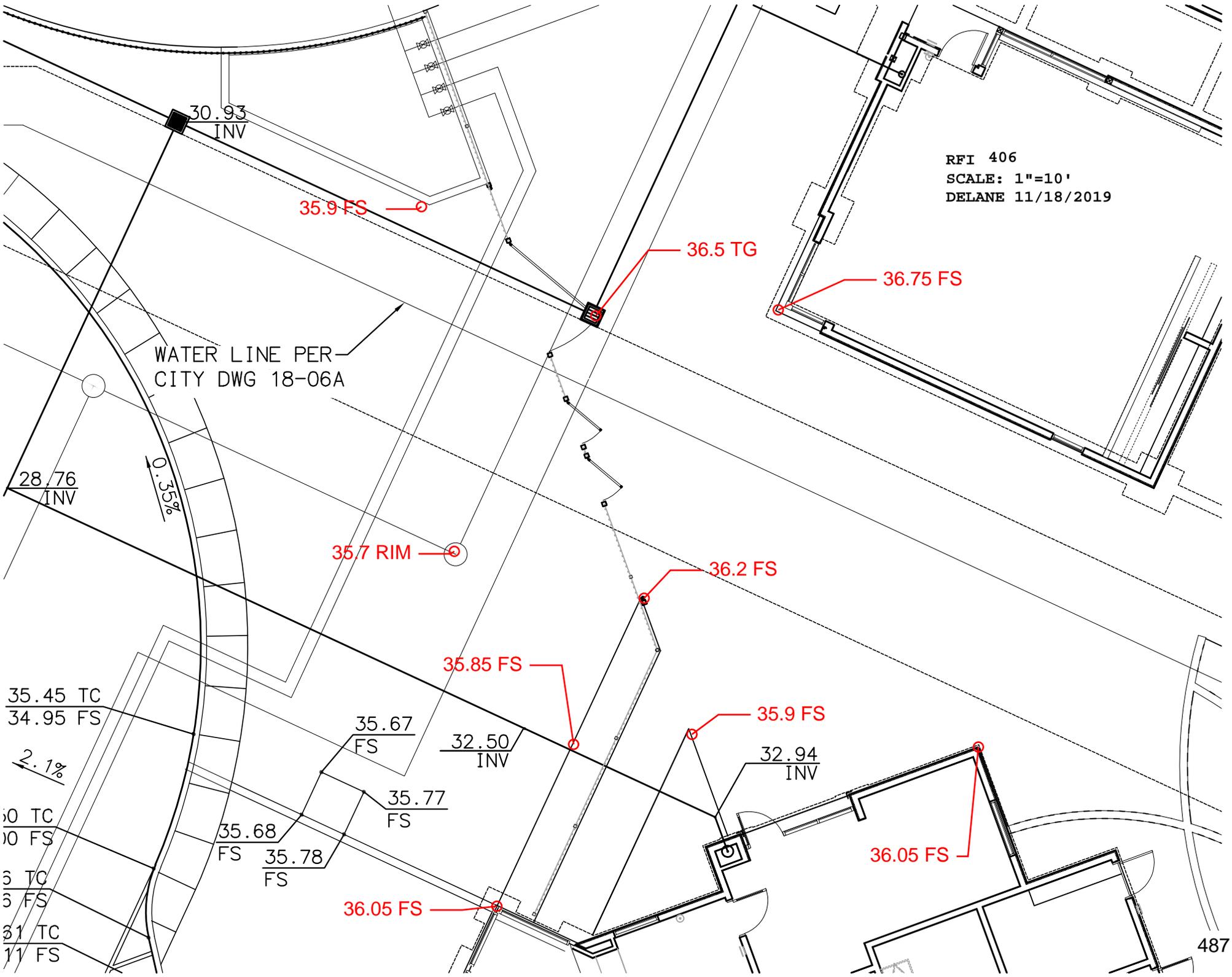
Question Initiated By: Terry Root - Bernards

Submitted By: Mitch Michaelis - Bernards



RFI 406
SCALE: 1"=10'
DELANE 11/18/2019

WATER LINE PER
CITY DWG 18-06A





Date
12/16/2019

CHANGE ORDER REQUEST

Name & Address
Bernard's 555 First Street San Fernando, Ca. 91340

Please see additional work requested for your project below. For acceptance please sign below.

C.O. Request #
8

Description of New Work Requested	Quantity	Rate	Amount
Job address - Mc Kinna ES			
Additional work requested:			
Description: Per RFI 412, demo and replace parking lot concrete curb south of Bldg 5 with revised elevations to create the proper slope, demo 50 LF of existing curb, form and pour back curb at revised elevations			
Foreman - 2 hrs.	2	85.00	170.00
Mason - saw cut - 1 hr.	1	71.13	71.13
Chop saw	1	110.00	110.00
Mason - Demo - 8 hrs.	8	71.13	569.04
Mason- Layout/form - 8 hrs.	8	71.13	569.04
Form lumber - 100 lin. ft.	100	2.50	250.00
Concrete - 2 yards	2	110.00	220.00
AB219	2	30.00	60.00
Mason - Pour/Finish - 4 hrs.	4	71.13	284.52
Pump concrete	1	15.00	15.00
Mason- Strip/Detail - 4 hrs.	4	71.13	284.52
Subtotal			2,603.25
Office & administration		15.00%	390.49
*Work to be done concurrently with contracted work Asphalt by others			
Total			\$2,993.74

The contractor signing below hereby agrees to the following:
Equipment and operator are under the exclusive authority and supervision of Contractor/Owner. Contractor/Owner is responsible for all underground services and Contractor/Owner is liable for all damages to persons or property.
The total amount due as set forth above will be billed to Contractor/Owner by separate invoice. All invoices are due in full upon receipt. An additional one and one-half percent service charge (or the maximum amount permitted by applicable law) will be charge to all accounts not paid within 30 days after due date and similarly each month thereafter. In the event it will become necessary to place this account with an attorney for collection, Contractor/Owner will pay costs of said attorney. Including all related costs of collection, whether or not legal proceedings are commenced. If suit is instituted, then in addition, Contractor/Owner will pay all court costs as allowed by applicable law.

4473 East Cochran Street
 Simi Valley, CA 93063
 Tel: 805-581-5480
 Fax: 805-581-5436

Please sign, date and fax back to the office for acceptance:

Signature _____ 488



HOURLY LABOR COST RATES

Sub/Contractor: B&M Contractors, Inc. **Trade:** Cement Mason
Date: 9/20/2019 **Classification:** Journeyman
Project: McKinna
Rate Effective Through: July 1, 2020 **Union :** **Non Union:**

	<u>Straight Time</u>	<u>Time & 1/2</u>	<u>Double Time</u>
A. HOURLY TAXABLE WAGE COSTS			
Hourly Wage	\$ 37.00	\$ 55.50	\$ 74.00
Vacation & Holiday Accrual	\$ 4.55	\$ 4.55	\$ 4.55
Hourly Taxable Wage Costs Subtotal	\$ 41.55	\$ 60.05	\$ 78.55
B. HOURLY PAYROLL TAX & INSURANCE			
Social Security	\$ 2.29	\$ 3.44	\$ 4.59
Medicare	\$ 0.54	\$ 0.80	\$ 1.07
FUI	\$ 0.22	\$ 0.33	\$ 0.44
SUI	\$ 1.26	\$ 1.89	\$ 2.52
Workers Compensation Insurance	\$ 4.01	\$ 6.02	\$ 8.03
General Liability Insurance (If Applicable)	\$ -	\$ -	\$ -
Hourly Payroll Tax & Insurance Subtotal	\$ 8.33	\$ 12.49	\$ 16.65
C. HOURLY BENEFITS			
Health & Welfare (or equivalent)	\$ 8.17	\$ 8.17	\$ 8.17
Pension & Retirement (or equivalent)	\$ 9.68	\$ 9.68	\$ 9.68
Training (or equivalent)	\$ 0.64	\$ 0.64	\$ 0.64
Other	\$ 2.76	\$ 2.76	\$ 2.76
Hourly Benefits Subtotal	\$ 21.25	\$ 21.25	\$ 21.25
TOTAL HOURLY LABOR COST RATE (A+B+C)	<u>\$ 71.13</u>	<u>\$ 93.79</u>	<u>\$ 116.45</u>

Factors NOT allowed in the above hourly labor cost rates:

- | | |
|--------------------------------------|--------------------------------|
| 1. Overhead | 5. Consumables |
| 2. Profit | 6. Bonus or incentive payments |
| 3. Vehicle & transportation expenses | 7. Communications |
| 4. Small tools | 8. Supervision |



**REQUEST FOR INFORMATION
FOR SUBCONTRACTOR ACTION**

RFI No. : 412

Project: McKinna Elementary School Reconstruction

Date: 12-05-19

Discipline: Architectural

Subject: Elevation of curb along South of KG

DRAWING & SPECIFICATION REFERENCES

Drawing Sheet / Specification	Detail / Sub Section	Comments
C100	RFI 350	

QUESTION

Highlighted curb (See next page) was installed per Civil Revision in RFI response 350. Cross slope at top of walk far exceeds 2%. This curb will need to be removed and replaced at a higher elevation (35.67). This will result in a 12" curb face at the corner of handicap parking stall. Is this acceptable? Please advise.

ANSWER

The spot elevation noted in the corner of the ADA parking/top of ramp is not correct. This would create a low point and create drainage into that corner. The revised grade has been noted on the second page and matches the 1.8% slope out in the ADA parking stall, the 2% cross slope of the ramp, and the 7.8% slope of the ADA ramp.

Steve Downs
DELANE ENGINEERING
12/10/2019

RESPONSE DISTRIBUTION

Company	Contact	Date Sent
B&M Contractors Inc	Bruce Arikawa	12/11/2019

Please review and advise Bernards, WITHIN 7 days, if there are any additional costs or schedule impacts associated with incorporating the RFI response with the Contract Work. (Include a brief description and rough order estimate of the change with this notification. If no response is received within 7 days, Bernards shall trust that there is no impact to your Contract Price or Schedule.

Question Initiated By: Bruce Arikawa - B&M Contractors Inc - Author Number:

Submitted By: Mitch Michaelis - Bernards



REQUEST FOR INFORMATION

RFI No.: 412

To: Kevin Griendling
Company: Perkins Eastman Dougherty
Project: McKinna Elementary School Reconstruction
Subject: Elevation of curb along South of KG

Date: 12-05-19
Discipline: Architectural

Response Requested By: 12-10-2019

DRAWINGS & SPECIFICATION REFERENCES

Drawing Sheet / Specification	Detail / Sub Section	Comments
C100	RFI 350	

QUESTION

Highlighted curb (See next page) was installed per Civil Revision in RFI response 350. Cross slope at top of walk far exceeds 2%. This curb will need to be removed and replaced at a higher elevation (35.67). This will result in a 12" curb face at the corner of handicap parking stall. Is this acceptable? Please advise.

ANSWER

The spot elevation noted in the corner of the ADA parking/top of ramp is not correct. This would create a low point and create drainage into that corner. The revised grade has been noted on the second page and matches the 1.8% slope out in the ADA parking stall, the 2% cross slope of the ramp, and the 7.8% slope of the ADA ramp.

Response Provided By: Steve Downs DELANE ENGINEERING 12/10/2019
Name Company Date

Question Initiated By: Bruce Arikawa - B&M Contractors Inc - Author Number:
Submitted By: Mitch Michaelis - Bernards



CONTINGENCY ALLOCATION REQUEST

CAR No. 188 R0

Date: 3/15/2020

Project: McKinna Elementary School Reconstruction

DESCRIPTION OF WORK

RFI 414 - Sidewalk detail along South of KG - Install 6 inch thick concrete curb

SUMMARY OF ALLOCATIONS

Item Description	Company	Amount Requested
Contractual Costs		
		-3,925
	Subtotal:	-3,925

SUMMARY OF ALLOCATIONS

Item Description	Company	Amount Requested
Subcontract Costs		
	B&M Contractors Inc	3,925
	Subtotal:	3,925

Total Change Order Request Amount: 0

ACKNOWLEDGEMENT

Oxnard School District

Bernards Bros. Inc.

Signature

Signature

Printed Name & Title

Printed Name & Title

Date

Date

REVIEWED

- DOCUMENT CLARIFICATIONS
- AGENCY REVIEW
- FIELD CONDITIONS
- OWNER'S REQUEST
- CONTRACTOR BUYOUT



Date
12/16/2019

CHANGE ORDER REQUEST

Name & Address
Bernard's 555 First Street San Fernando, Ca. 91340

Please see additional work requested for your project below. For acceptance please sign below.

C.O. Request #
9

Description of New Work Requested	Quantity	Rate	Amount
Job address - Mc Kinna ES			
Additional work requested:			
Description: Per RFI 414, install 6" thick concrete curb over exposed structural footing edge with 45-degree chamfer to adjacent sidewalk along south of KG building, chip excessive concrete and remove, form curb, installation, pour and finish			
Foreman - 2 hrs.	2	85.00	170.00
Mason- Chip excessive concrete - 8 hrs.	8	71.13	569.04
Mason-Layout/Form - 8 hrs.	8	71.13	569.04
Form lumber - 50 lin. ft.	50	4.35	217.50
Concrete - 3 yards	3	110.00	330.00
AB219 Fee	3	30.00	90.00
Mason- Pour/Finish - 12 hrs.	12	71.13	853.56
Pump Concrete	3	15.00	45.00
Mason- Strip/Detail/Clean - 8 hrs.	8	71.13	569.04
Subtotal			3,413.18
Office & administration		15.00%	511.98
*Work to be done concurrently with contracted work			
Total			\$3,925.16

The contractor signing below hereby agrees to the following:
 Equipment and operator are under the exclusive authority and supervision of Contractor/Owner. Contractor/Owner is responsible for all underground services and Contractor/Owner is liable for all damages to persons or property.
 The total amount due as set forth above will be billed to Contractor/Owner by separate invoice. All invoices are due in full upon receipt. An additional one and one-half percent service charge (or the maximum amount permitted by applicable law) will be charge to all accounts not paid within 30 days after due date and similarly each month thereafter. In the event it will become necessary to place this account with an attorney for collection, Contractor/Owner will pay costs of said attorney. Including all related costs of collection, whether or not legal proceedings are commenced. If suit is instituted, then in addition, Contractor/Owner will pay all court costs as allowed by applicable law.

4473 East Cochran Street
 Simi Valley, CA 93063
 Tel: 805-581-5480
 Fax: 805-581-5436

Please sign, date and fax back to the office for acceptance:

Signature _____



HOURLY LABOR COST RATES

Sub/Contractor: B&M Contractors, Inc. **Trade:** Cement Mason
Date: 9/20/2019 **Classification:** Journeyman
Project: McKinna
Rate Effective Through: July 1, 2020 **Union :** **Non Union:**

	<u>Straight Time</u>	<u>Time & 1/2</u>	<u>Double Time</u>
A. HOURLY TAXABLE WAGE COSTS			
Hourly Wage	\$ 37.00	\$ 55.50	\$ 74.00
Vacation & Holiday Accrual	\$ 4.55	\$ 4.55	\$ 4.55
Hourly Taxable Wage Costs Subtotal	\$ 41.55	\$ 60.05	\$ 78.55
B. HOURLY PAYROLL TAX & INSURANCE			
Social Security	\$ 2.29	\$ 3.44	\$ 4.59
Medicare	\$ 0.54	\$ 0.80	\$ 1.07
FUI	\$ 0.22	\$ 0.33	\$ 0.44
SUI	\$ 1.26	\$ 1.89	\$ 2.52
Workers Compensation Insurance	\$ 4.01	\$ 6.02	\$ 8.03
General Liability Insurance (If Applicable)	\$ -	\$ -	\$ -
Hourly Payroll Tax & Insurance Subtotal	\$ 8.33	\$ 12.49	\$ 16.65
C. HOURLY BENEFITS			
Health & Welfare (or equivalent)	\$ 8.17	\$ 8.17	\$ 8.17
Pension & Retirement (or equivalent)	\$ 9.68	\$ 9.68	\$ 9.68
Training (or equivalent)	\$ 0.64	\$ 0.64	\$ 0.64
Other	\$ 2.76	\$ 2.76	\$ 2.76
Hourly Benefits Subtotal	\$ 21.25	\$ 21.25	\$ 21.25
TOTAL HOURLY LABOR COST RATE (A+B+C)	<u>\$ 71.13</u>	<u>\$ 93.79</u>	<u>\$ 116.45</u>

Factors NOT allowed in the above hourly labor cost rates:

- | | |
|--------------------------------------|--------------------------------|
| 1. Overhead | 5. Consumables |
| 2. Profit | 6. Bonus or incentive payments |
| 3. Vehicle & transportation expenses | 7. Communications |
| 4. Small tools | 8. Supervision |



REQUEST FOR INFORMATION FOR SUBCONTRACTOR ACTION

RFI No. : 414

Project: McKinna Elementary School Reconstruction

Date: 12-11-19

Discipline: Civil

Subject: Sidewalk detail along South of KG Bldg.

DRAWING & SPECIFICATION REFERENCES

Drawing Sheet / Specification	Detail / Sub Section	Comments
ASI 29	C100, A002, J1/A004	

QUESTION

Please provide us a sketch on how the sidewalk adjoins the footing along the South of KG Bldg

ANSWER

See attached sketch

Steve Downs
DELANE ENGINEERING
12/11/2019

RESPONSE DISTRIBUTION

Company	Contact	Date Sent
B&M Contractors Inc	Bruce Arikawa	12/11/2019
Damar Construction Inc	Jason Fiscalini	12/11/2019

Please review and advise Bernards, **WITHIN 7 days**, if there are any additional costs or schedule impacts associated with incorporating the RFI response with the Contract Work. (Include a brief description and rough order estimate of the change with this notification. If no response is received within 7 days, Bernards shall trust that there is no impact to your Contract Price or Schedule.

Question Initiated By: Arvind Balaji - Bernards
Submitted By: Arvind Balaji - Bernards



REQUEST FOR INFORMATION

RFI No.: 414

To: Kevin Griendling
Company: Perkins Eastman Dougherty
Project: McKinna Elementary School Reconstruction

Date: 12-11-19
Discipline: Civil

Subject: Sidewalk detail along South of KG Bldg.

Response Requested By: 12-18-2019

DRAWINGS & SPECIFICATION REFERENCES

Drawing Sheet / Specification	Detail / Sub Section	Comments
ASI 29	C100, A002, J1/A004	

QUESTION

Please provide us a sketch on how the sidewalk adjoins the footing along the South of KG Bldg

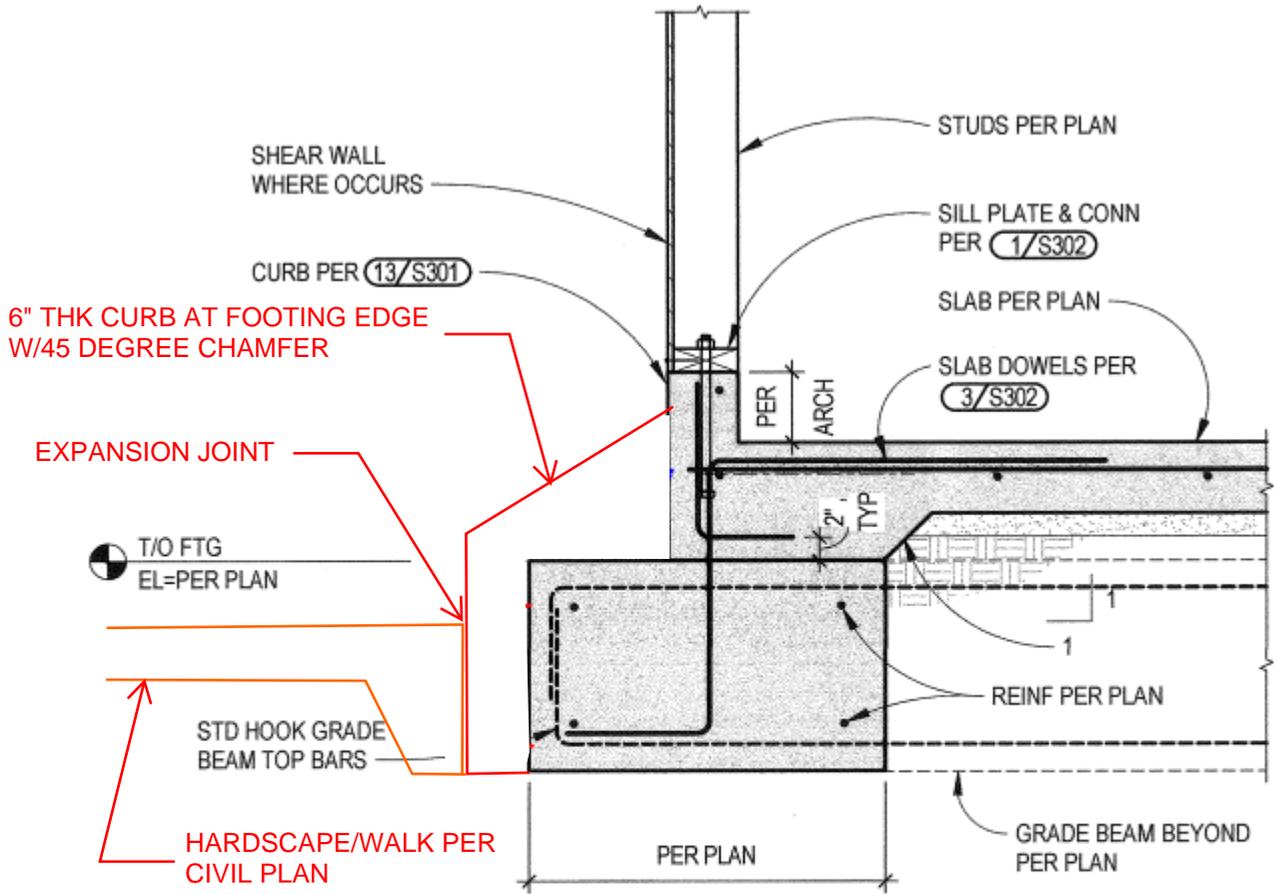
ANSWER

See attached sketch.

Response Provided By: Steve Downs DELANE ENGINEERING 12/11/2019
Name Company Date

Question Initiated By: Arvind Balaji - Bernards

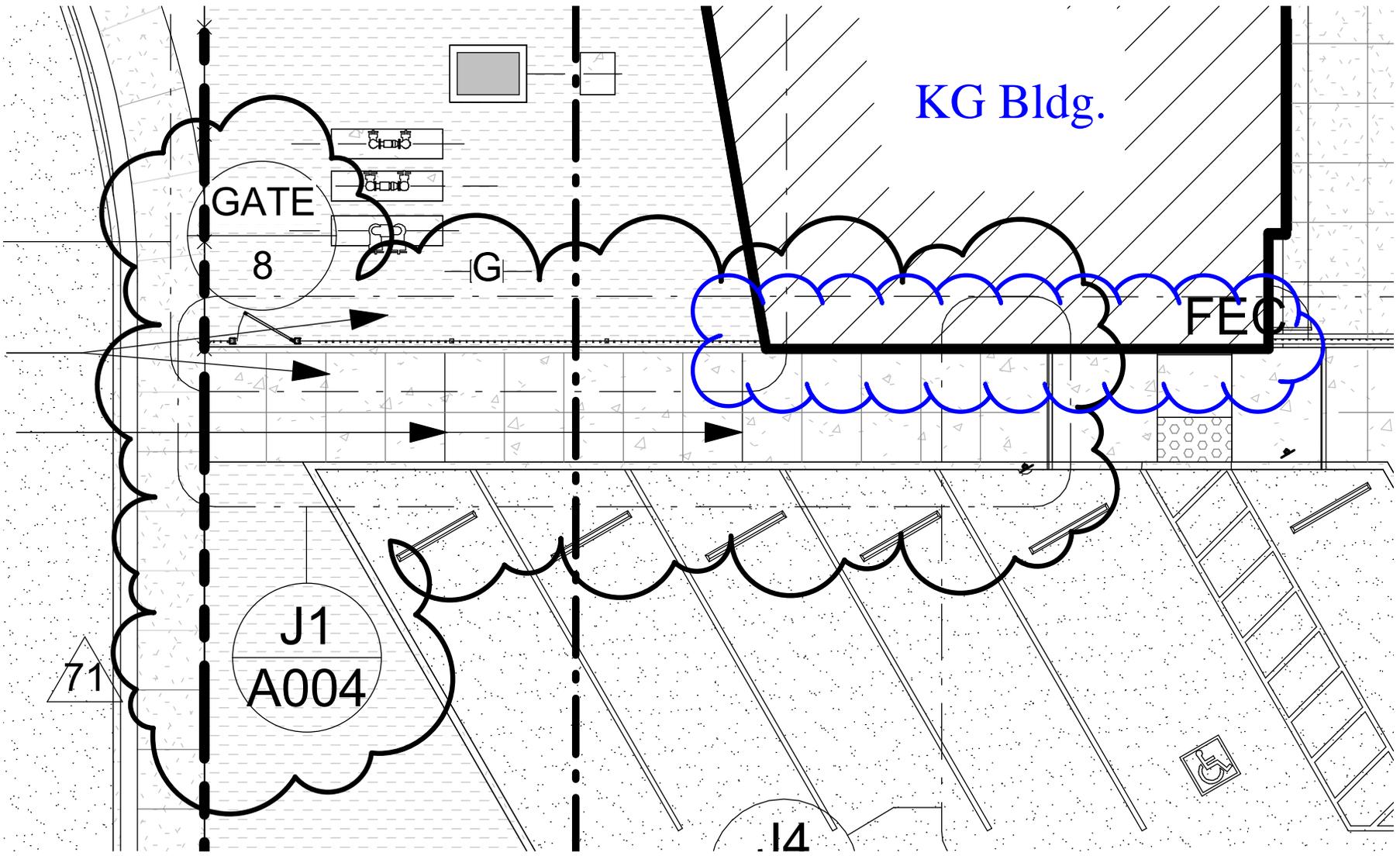
Submitted By: Arvind Balaji - Bernards



EXTERIOR WALL FOOTING

SCALE: 3/4" = 1'-0"





KG Bldg.

GATE
8

G

FEC

J1
A004

71

.14





CONTINGENCY ALLOCATION REQUEST

CAR No. 189 R0

Date: 3/15/2020

Project: McKinna Elementary School Reconstruction

DESCRIPTION OF WORK

RFI 396-Concrete Curb at AC Paving to Protective Surface - Install 12x12 inch zero curb

SUMMARY OF ALLOCATIONS

Item Description	Company	Amount Requested
Contractual Costs		
		-8,893
	Subtotal:	-8,893

SUMMARY OF ALLOCATIONS

Item Description	Company	Amount Requested
Subcontract Costs		
	B&M Contractors Inc	8,893
	Subtotal:	8,893
Total Change Order Request Amount:		0

ACKNOWLEDGEMENT

Oxnard School District

Bernards Bros. Inc.

Signature

Signature

Printed Name & Title

Printed Name & Title

Date

Date

REVIEWED

- DOCUMENT CLARIFICATIONS
- AGENCY REVIEW
- FIELD CONDITIONS
- OWNER'S REQUEST
- CONTRACTOR BUYOUT



Date
12/16/2019

CHANGE ORDER REQUEST

Name & Address
Bernard's 555 First Street San Fernando, Ca. 91340

Please see additional work requested for your project below. For acceptance please sign below.

C.O. Request #
10R

Description of New Work Requested	Quantity	Rate	Amount
Job address - Mc Kinna ES			
Additional work requested:			
Description: Per field instructions from Terry Root on January 7th, 2020, install 12" x 12" natural gray zero curb instead of 12" x 6" per RFI 396, reinforced with #4 rebar continuous top and bottom between the AC paving and protective play surface, per Detail A6/A007. Includes forming radiused curb, rebar installation, pour, finish, strip and clean			
Foreman - 2 hrs.	2	85.00	170.00
Mason-Layout/Form - 32 hrs.	32	71.13	2,276.16
Form lumber - 200 lin. ft.	200	4.35	870.00
Rebar - 295 lbs.	295	0.60	177.00
Mason-Set Rebar - 8 hrs.	8	71.13	569.04
Concrete - 9 yards	9	110.00	990.00
AB219	9	30.00	270.00
Mason- Pour/Finish - 24 hrs.	24	71.13	1,707.12
Pump concrete	9	15.00	135.00
Mason- Strip/Detail/Clean - 8 hrs.	8	71.13	569.04
Subtotal			7,733.36
Office & administration		15.00%	1,160.00
*Work to be done concurrently with contracted work			
Total			\$8,893.36

The contractor signing below hereby agrees to the following:
 Equipment and operator are under the exclusive authority and supervision of Contractor/Owner. Contractor/Owner is responsible for all underground services and Contractor/Owner is liable for all damages to persons or property.
 The total amount due as set forth above will be billed to Contractor/Owner by separate invoice. All invoices are due in full upon receipt. An additional one and one-half percent service charge (or the maximum amount permitted by applicable law) will be charge to all accounts not paid within 30 days after due date and similarly each month thereafter. In the event it will become necessary to place this account with an attorney for collection, Contractor/Owner will pay costs of said attorney. Including all related costs of collection, whether or not legal proceedings are commenced. If suit is instituted, then in addition, Contractor/Owner will pay all court costs as allowed by applicable law.

4473 East Cochran Street
 Simi Valley, CA 93063
 Tel: 805-581-5480
 Fax: 805-581-5436

Please sign, date and fax back to the office for acceptance:

Signature _____ 501



HOURLY LABOR COST RATES

Sub/Contractor: B&M Contractors, Inc. **Trade:** Cement Mason
Date: 9/20/2019 **Classification:** Journeyman
Project: McKinna
Rate Effective Through: July 1, 2020 **Union :** **Non Union:**

	<u>Straight Time</u>	<u>Time & 1/2</u>	<u>Double Time</u>
A. HOURLY TAXABLE WAGE COSTS			
Hourly Wage	\$ 37.00	\$ 55.50	\$ 74.00
Vacation & Holiday Accrual	\$ 4.55	\$ 4.55	\$ 4.55
Hourly Taxable Wage Costs Subtotal	\$ 41.55	\$ 60.05	\$ 78.55
B. HOURLY PAYROLL TAX & INSURANCE			
Social Security	\$ 2.29	\$ 3.44	\$ 4.59
Medicare	\$ 0.54	\$ 0.80	\$ 1.07
FUI	\$ 0.22	\$ 0.33	\$ 0.44
SUI	\$ 1.26	\$ 1.89	\$ 2.52
Workers Compensation Insurance	\$ 4.01	\$ 6.02	\$ 8.03
General Liability Insurance (If Applicable)	\$ -	\$ -	\$ -
Hourly Payroll Tax & Insurance Subtotal	\$ 8.33	\$ 12.49	\$ 16.65
C. HOURLY BENEFITS			
Health & Welfare (or equivalent)	\$ 8.17	\$ 8.17	\$ 8.17
Pension & Retirement (or equivalent)	\$ 9.68	\$ 9.68	\$ 9.68
Training (or equivalent)	\$ 0.64	\$ 0.64	\$ 0.64
Other	\$ 2.76	\$ 2.76	\$ 2.76
Hourly Benefits Subtotal	\$ 21.25	\$ 21.25	\$ 21.25
TOTAL HOURLY LABOR COST RATE (A+B+C)	\$ 71.13	\$ 93.79	\$ 116.45

Factors NOT allowed in the above hourly labor cost rates:

- | | |
|--------------------------------------|--------------------------------|
| 1. Overhead | 5. Consumables |
| 2. Profit | 6. Bonus or incentive payments |
| 3. Vehicle & transportation expenses | 7. Communications |
| 4. Small tools | 8. Supervision |



REQUEST FOR INFORMATION FOR SUBCONTRACTOR ACTION

RFI No. : 396

Project: McKinna Elementary School Reconstruction

Date: 10-30-19

Discipline: Architectural

Subject: Concrete Curb at AC Paving to Protective Surface

DRAWING & SPECIFICATION REFERENCES

Drawing Sheet / Specification	Detail / Sub Section	Comments
A007	L6, A6	
A601	A10	

QUESTION

For the play structure behind the admin building, sheet A002 calls for detail C6/A007, whereas sheet A601 calls for L6/A007. We recommend using detail A6/A007 between the AC paving and protective play surface to achieve better finish, and enhanced durability of both materials Please advise.

ANSWER

Acceptable.

KG, PED, 10.30.19

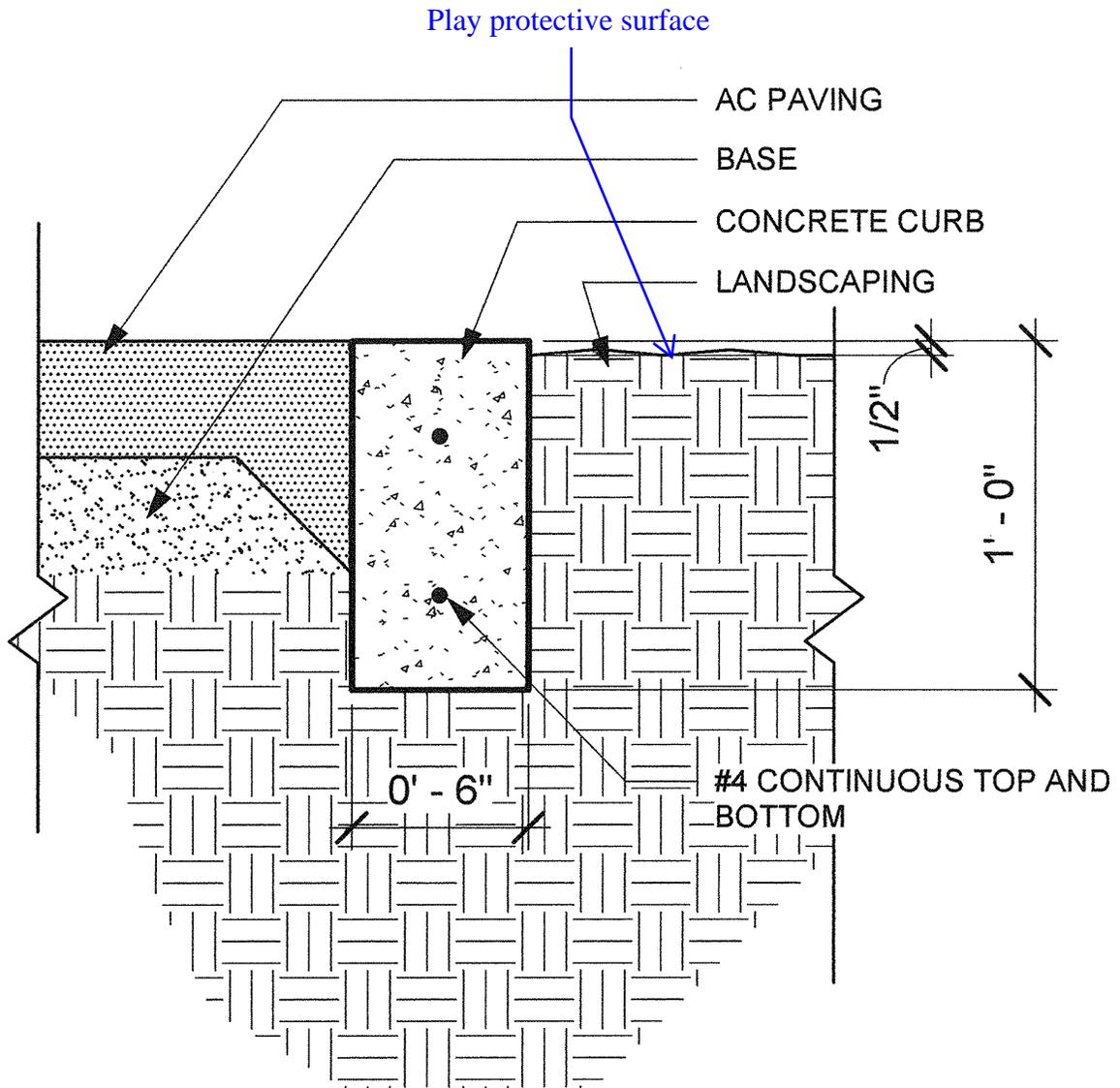
RESPONSE DISTRIBUTION

Company	Contact	Date Sent
B&M Contractors Inc	Bruce Arikawa	10/30/2019
Onyx Paving Co Inc	Rodney Webber	10/30/2019
Great Western Installations Inc	Tyler Kyriopoulos	10/30/2019

Please review and advise Bernards, **WITHIN 7 days**, if there are any additional costs or schedule impacts associated with incorporating the RFI response with the Contract Work. (Include a brief description and rough order estimate of the change with this notification. If no response is received within 7 days, Bernards shall trust that there is no impact to your Contract Price or Schedule.

Question Initiated By: Arvind Balaji - Bernards

Submitted By: Arvind Balaji - Bernards



CONC. CURB AT AC PAVING TO LANSCAPING

A6

A007



CONTINGENCY ALLOCATION REQUEST

CAR No. 190 R0

Date: 3/15/2020

Project: McKinna Elementary School Reconstruction

DESCRIPTION OF WORK

RFI 415-Storm drain on the back of Admin Bldg. - Remove & Replace Section of Sidewalk on the backside of Admin

SUMMARY OF ALLOCATIONS

Item Description	Company	Amount Requested
Contractual Costs		
		-3,192
	Subtotal:	-3,192

SUMMARY OF ALLOCATIONS

Item Description	Company	Amount Requested
Subcontract Costs		
	B&M Contractors Inc	3,192
	Subtotal:	3,192

Total Change Order Request Amount: 0

ACKNOWLEDGEMENT

Oxnard School District

Bernards Bros. Inc.

Signature

Signature

Printed Name & Title

Printed Name & Title

Date

Date

REVIEWED

- DOCUMENT CLARIFICATIONS
- AGENCY REVIEW
- FIELD CONDITIONS
- OWNER'S REQUEST
- CONTRACTOR BUYOUT



Date
1/7/2020

CHANGE ORDER REQUEST

Name & Address
Bernard's 555 First Street San Fernando, Ca. 91340

Please see additional work requested for your project below. For acceptance please sign below.

C.O. Request #
13

Description of New Work Requested	Quantity	Rate	Amount
Job address - McKinna ES			
Time & material charges - see attached ticket:			
1/3/19 - Per RFI #415 - Saw cut, demo and remove section of sidewalk on the back side of the Admin. Building to allow installation of drain pipes and reinstall sidewalk			
Masons - Demo - 12 hrs.	12	71.13	853.56
Masons - form/pour - 16 hrs.	16	71.13	1,138.08
Mason - Detail - 4 hrs.	4	71.13	284.52
Chop saw		75.00	75.00
Chipping hammer		75.00	75.00
Form lumber - 25 lin. ft.	25	1.50	37.50
Concrete - 2 yards	2	110.00	220.00
AB219	2	30.00	60.00
Topcast -- 1 gallon	1	32.00	32.00
Subtotal			2,775.66
Office & administration		15.00%	416.35
Total			\$3,192.01

The contractor signing below hereby agrees to the following:
Equipment and operator are under the exclusive authority and supervision of Contractor/Owner. Contractor/Owner is responsible for all underground services and Contractor/Owner is liable for all damages to persons or property.
The total amount due as set forth above will be billed to Contractor/Owner by separate invoice. All invoices are due in full upon receipt. An additional one and one-half percent service charge (or the maximum amount permitted by applicable law) will be charge to all accounts not paid within 30 days after due date and similarly each month thereafter. In the event it will become necessary to place this account with an attorney for collection, Contractor/Owner will pay costs of said attorney. Including all related costs of collection, whether or not legal proceedings are commenced. If suit is instituted, then in addition, Contractor/Owner will pay all court costs as allowed by applicable law.

4473 East Cochran Street
 Simi Valley, CA 93063
 Tel: 805-581-5480
 Fax: 805-581-5436

Please sign, date and fax back to the office for acceptance:

Signature _____



HOURLY LABOR COST RATES

Sub/Contractor: B&M Contractors, Inc. **Trade:** Cement Mason
Date: 9/20/2019 **Classification:** Journeyman
Project: McKinna
Rate Effective Through: July 1, 2020 **Union :** **Non Union:**

	Straight Time	Time & 1/2	Double Time
A. HOURLY TAXABLE WAGE COSTS			
Hourly Wage	\$ 37.00	\$ 55.50	\$ 74.00
Vacation & Holiday Accrual	\$ 4.55	\$ 4.55	\$ 4.55
Hourly Taxable Wage Costs Subtotal	\$ 41.55	\$ 60.05	\$ 78.55
B. HOURLY PAYROLL TAX & INSURANCE			
Social Security	\$ 2.29	\$ 3.44	\$ 4.59
Medicare	\$ 0.54	\$ 0.80	\$ 1.07
FUI	\$ 0.22	\$ 0.33	\$ 0.44
SUI	\$ 1.26	\$ 1.89	\$ 2.52
Workers Compensation Insurance	\$ 4.01	\$ 6.02	\$ 8.03
General Liability Insurance (If Applicable)	\$ -	\$ -	\$ -
Hourly Payroll Tax & Insurance Subtotal	\$ 8.33	\$ 12.49	\$ 16.65
C. HOURLY BENEFITS			
Health & Welfare (or equivalent)	\$ 8.17	\$ 8.17	\$ 8.17
Pension & Retirement (or equivalent)	\$ 9.68	\$ 9.68	\$ 9.68
Training (or equivalent)	\$ 0.64	\$ 0.64	\$ 0.64
Other	\$ 2.76	\$ 2.76	\$ 2.76
Hourly Benefits Subtotal	\$ 21.25	\$ 21.25	\$ 21.25
TOTAL HOURLY LABOR COST RATE (A+B+C)	\$ 71.13	\$ 93.79	\$ 116.45

Factors NOT allowed in the above hourly labor cost rates:

- | | |
|------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <ul style="list-style-type: none"> 1. Overhead 2. Profit 3. Vehicle & transportation expenses 4. Small tools | <ul style="list-style-type: none"> 5. Consumables 6. Bonus or incentive payments 7. Communications 8. Supervision |
|------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------|



JOB INVOICE & ADDITIONAL WORK AUTHORIZATION

Cal State Lic. # 803703
4473 Cochran Street, Simi Valley, California 93063
Telephone (805) 581-5480 • Fax (805) 581-5436

PO # _____

BILL TO CONTRACTOR/OWNER <u>Bernards</u>	ORDER TAKEN BY <u>Connor Christ</u>	DATE <u>1/03/2020</u>
PHASE/TRACT NO	REQUISITIONED BY <u>Terry Roots</u>	
LOT NUMBERS <u>McKinna E.S.</u>		

DESCRIPTION OF WORK	AMOUNT
Per RFI 415 B & M was advised to Saw-cut demo and remove portion of Sidewalk on the back side of the Admin building to allow the installation of drain pipes. B & M to replace Concrete sidewalk after the drain pipes are installed.	
Labor:	
Demo - Masons - 12 hours	
Form/pour - Mason - 16 hours	
Detail/Topcast - Mason - 4 hours	
Mat	
Material	Equipment
Concrete - 2 cy	- Chop saw - 1 day
Topcast - 1 gallon	- Chipping hammer - 1 day
Form Lumber - 25 LF	
Ab-21A Fee	Invoice
	Concrete disposal
Signature _____	TOTAL

Verification of Time Only
 Subject to the Terms and Conditions
 of the Subcontract Agreement
 By: _____
 Signature: [Signature]
 Print Name: TERRY ROOTS
 Date: 1-7-20

The Contractor/Owner identified above hereby agrees as follows
 Equipment and operator are under the exclusive authority and supervision of Contractor/Owner. Contractor/Owner is responsible for all underground services and Contractor/Owner is liable for all damages to persons or property arising from or in any manner connected with the operation of equipment.
B&M Contractors, Inc. is not liable for any damage to property for roll off truck access.
 The total amount due as set forth above will be billed to Contractor/Owner by separate statement. All invoices are due in full upon receipt. An additional one and one-half percent service charge (or the maximum amount permitted by applicable law) will be charged to all accounts not paid within thirty (30) days after due date and similarly each month thereafter until paid. In the event it becomes necessary to place this account with an attorney for collection, Contractor/Owner will pay the cost of said attorney. Including all related cost of collection, whether or not legal proceedings are commenced. It suit is instituted.
 Then in addition, Contractor/Owner will pay all court costs as allowed by applicable law.

ACCEPTED AS SATISFACTORY BY: _____ DATE: _____

Thank you for your business



REQUEST FOR INFORMATION FOR SUBCONTRACTOR ACTION

RFI No. : 415

Project: McKinna Elementary School Reconstruction

Date: 12-11-19

Discipline: Civil

Subject: Storm drain on the back of Admin Bldg

DRAWING & SPECIFICATION REFERENCES

Drawing Sheet / Specification	Detail / Sub Section	Comments
C103		

QUESTION

On the back side of Admin Bldg, there is a low spot at the edge of planter and concrete walkway. This spot could potentially hold water during a storm. We recommend adding a catch basin and connect to the nearest storm drain line as shown in the sketch below.

ANSWER

Two drains were added at each end of the landscape planter and connected to the adjacent storm drain line. See enclosed mark-up, page 4.

Steve Downs DELANE ENGINEERING 12/16/2019

Confirmed. - KAG, PE 12.16.19

RESPONSE DISTRIBUTION

Company	Contact	Date Sent
B&M Contractors Inc	Bruce Arikawa	12/16/2019
HPS Mechanical Inc	Jay Buenviaje	12/16/2019
Dufau Landscape Inc	Peter Dufau	12/16/2019

Please review and advise Bernards, **WITHIN 7 days**, if there are any additional costs or schedule impacts associated with incorporating the RFI response with the Contract Work. (Include a brief description and rough order estimate of the change with this notification. If no response is received within 7 days, Bernards shall trust that there is no impact to your Contract Price or Schedule.

Question Initiated By: Terry Root - Bernards

Submitted By: Arvind Balaji - Bernards



REQUEST FOR INFORMATION

RFI No.: 415

To: Kevin Griendling
Company: Perkins Eastman Dougherty
Project: McKinna Elementary School Reconstruction

Date: 12-11-19
Discipline: Civil

Subject: Storm drain on the back of Admin Bldg

Response Requested By: 12-18-2019

DRAWINGS & SPECIFICATION REFERENCES

Drawing Sheet / Specification	Detail / Sub Section	Comments
C103		

QUESTION

On the back side of Admin Bldg, there is a low spot at the edge of planter and concrete walkway. This spot could potentially hold water during a storm. We recommend adding a catch basin and connect to the nearest storm drain line as shown in the sketch below.

ANSWER

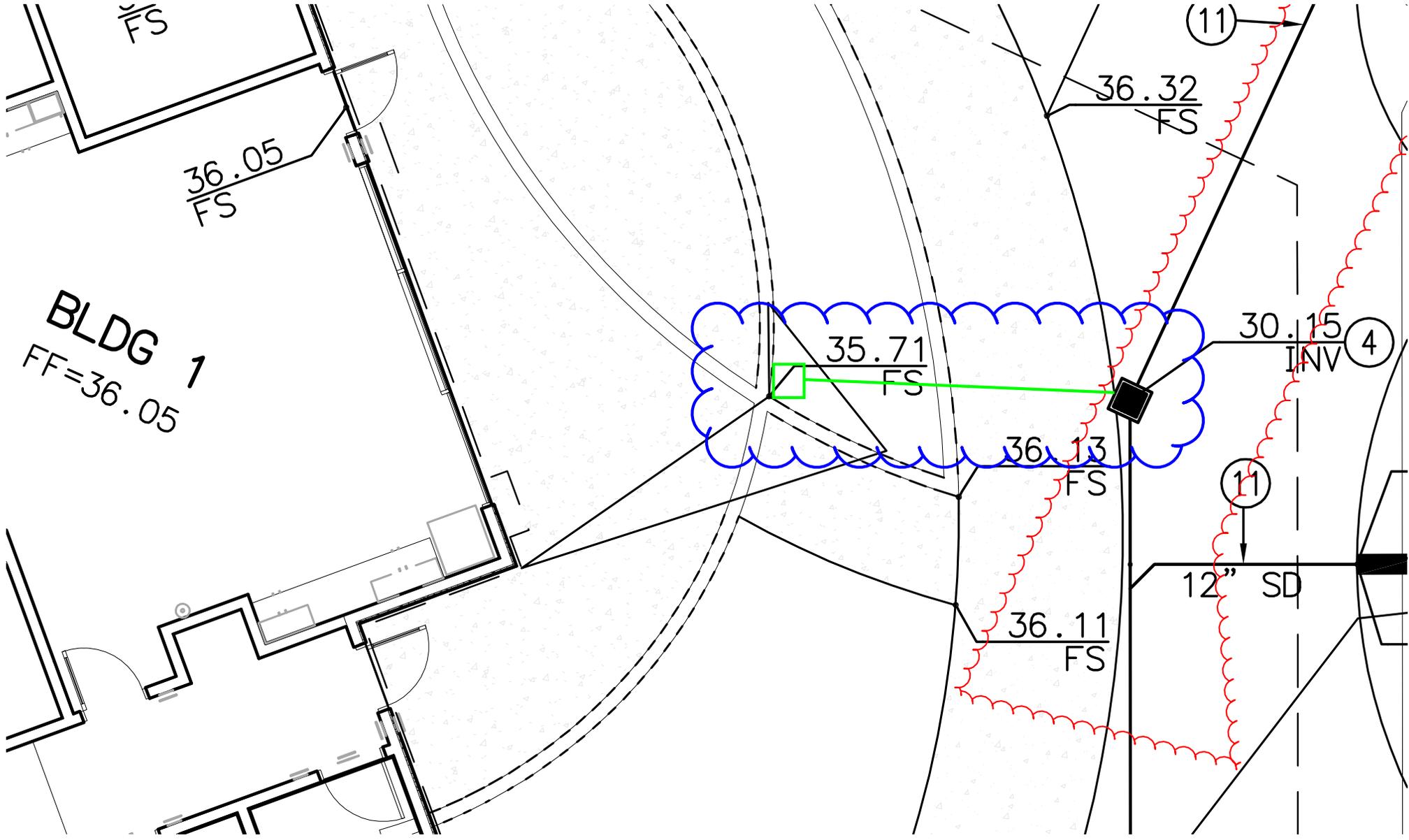
Two drains were added at each end of the landscape planter and connected to the adjacent storm drain line. See enclosed mark-up, page 3.

Confirmed. - KAG, PE 12.16.19

Response Provided By: Steve Downs DELANE ENGINEERING 12/16/2019
Name Company Date

Question Initiated By: Terry Root - Bernards

Submitted By: Arvind Balaji - Bernards



BLDG 1
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36.05
FS

35.71
FS

36.13
FS

36.11
FS

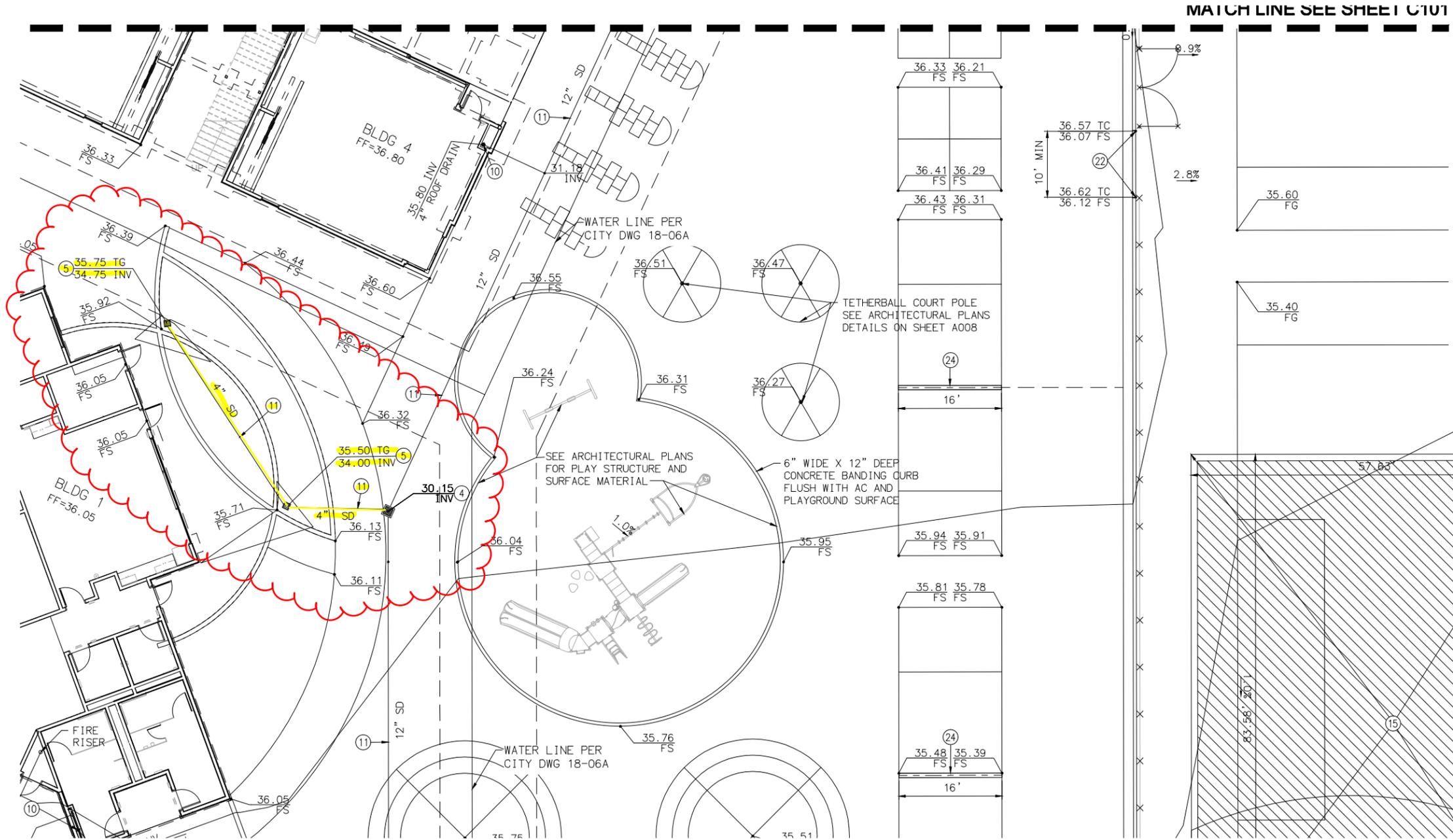
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INV (4)

12" SD

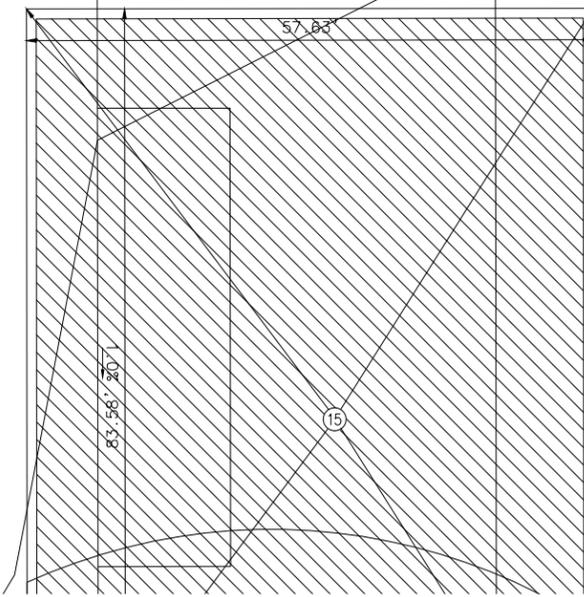
(11)

(11)



CONSTRUCTION NOTES

- ④ INSTALL 12"X12" SOLID COVER CLEANOUT; TRAFFIC RATED (H-20)
- ⑤ INSTALL 12"X12" ADA ACCESSIBLE GRATED INLET; TRAFFIC RATED (H-20)
- ⑩ INSTALL PVC (SDR-35) STORM DRAIN PIPE (SIZE TO MATCH ROOF DRAIN/SEE PLAN) . CONNECT TO ROOF DRAIN PER PLUMBING PLANS
- ⑪ INSTALL PVC (SDR-35) STORM DRAIN PIPE, S=0.0050 MIN, SIZE=SEE PLAN
- ⑮ CONSTRUCT BELOW GRADE INFILTRATION BASIN: CONCRETE MODULAR STORMWATER STORAGE UNITS. SEE SHEETS C201 & C202
- ⑲ INSTALL INFILTRATION BMP PRE-TREATMENT DEVICE, A HYDRODYNAMIC SEPARATOR: CDS MODEL 2015-4
- ⑳ CONSTRUCT CONCRETE CURB & GUTTER PER CITY OF OXNARD STANDARD PLATE 111, A3-6
- ㉑ CONSTRUCT 0" CONCRETE CURB ONLY PER CITY OF OXNARD STANDARD PLATE 111, A1, CF =0"
- ㉔ CONSTRUCT BALL WALL: REINFORCED CONCRETE BLOCK WALL PER SPPWC STD PLAN 601-4. H=10' MAX, COLOR AND FINISH PER ARCHITECTURAL PLANS, DETAIL E8/A008
- ㉕ CONSTRUCT BASKETBALL GOAL POST PER ARCHITECTURAL PLANS, DETAIL E6, ON SHEET A008
- ㉖ STORMWATER BMP: GRASSED SWALE FILTER: LENGTH = 100 LF, SLOPE = 0.5%, BOTTOM WIDTH = 2 FT, SIDE SLOPES = 4: 1
- ㉗ CONSTRUCT CSP FLARED INLET/OUTLET PER SPPWC STD PLAN 351-2
- ㉘ INSTALL PLAY STRUCTURE AREA SUB-DRAIN. NDSPRO PRODUCT MODEL EZFLOW-1001F OR EQUAL



Kevin Griendling

From: Mario Mera <MMera@cfwinc.com>
Sent: Thursday, December 12, 2019 1:45 PM
To: Kevin Griendling
Cc: Diego Matzkin
Subject: RE: McKinna ES RFI 415 - Storm drain on the back of Admin Bldg.

Kevin,

After this morning's meeting we walked the site and reviewed this item. We are in agreement, please proceed with the addition of a drain in the planter by the Admin Bldg.

Sincerely,

Mario Mera

Senior Program Manager – Implementation Services

Caldwell, Flores, Winters, Inc.

mobile: (310) 863-2980

e-mail: mmera@cfwinc.com

CFW Los Angeles Office:

815 Colorado Blvd., Ste. 201,

Los Angeles, CA 93035

office: (323) 202-2550

CFW Oxnard Office:

1901 S. Victoria Ave., Ste. 106

Oxnard, CA 93035

office: (805) 201-0546

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Please consider the environment before printing this e-mail

From: Kevin Griendling <k.griendling@perkinseastman.com>
Sent: Wednesday, December 11, 2019 3:09 PM
To: Mario Mera <MMera@cfwinc.com>
Cc: Diego Matzkin <d.matzkin@perkinseastman.com>
Subject: FW: McKinna ES RFI 415 - Storm drain on the back of Admin Bldg.

Mario,

Due to the overall flatness of the site, and the soil present, we suggest adding this drain to the planter by the admin building. Please confirm.

Best,

Kevin

From: Arvind Balaji <ABalaji@bernards.com>

Sent: Wednesday, December 11, 2019 3:01 PM

To: Kevin Griendling <k.griendling@perkinseastman.com>

Cc: Jaime Pace <jpace@bernards.com>; Terry Root <TRoot@bernards.com>; Mitch Michaelis <MMichaelis@bernards.com>; Chris Daugherty <cdaugherty5107@gmail.com>; Mario Mera <MMera@cfwinc.com>

Subject: McKinna ES RFI 415 - Storm drain on the back of Admin Bldg.

Hello Kevin,

Please see the attached **RFI 415 - Storm drain on the back of Admin Bldg.** for your review.

Thanks,

Arvind Balaji

Project Engineer | McKinna Elementary School | BERNARDS

This message is sent by Perkins Eastman Architects DPC, and/or its Affiliates, and is intended exclusively for the persons to whom it is addressed. This communication may contain information that is privileged or confidential. If you are not the named addressee, you are not authorized to read, print, retain, copy, or disseminate any part of this message.



CONTINGENCY ALLOCATION REQUEST

CAR No. 191 R0

Date: 3/15/2020

Project: McKinna Elementary School Reconstruction

DESCRIPTION OF WORK

RFI 416-General Site Work Clarifications Revised - 12x12 Mow strip adjacent to planters and additional Paving behind MPR Bldg.

SUMMARY OF ALLOCATIONS

Item Description	Company	Amount Requested
Contractual Costs		
		-41,021
	Subtotal:	-41,021

SUMMARY OF ALLOCATIONS

Item Description	Company	Amount Requested
Subcontract Costs		
	B&M Contractors Inc	41,021
	Subtotal:	41,021

Total Change Order Request Amount: 0

ACKNOWLEDGEMENT

Oxnard School District

Bernards Bros. Inc.

Signature

Signature

Printed Name & Title

Printed Name & Title

Date

Date

REVIEWED

- DOCUMENT CLARIFICATIONS
- AGENCY REVIEW
- FIELD CONDITIONS
- OWNER'S REQUEST
- CONTRACTOR BUYOUT



Date
1/15/2020

CHANGE ORDER REQUEST

Name & Address
Bernard's 555 First Street San Fernando, Ca. 91340

Please see additional work requested for your project below. For acceptance please sign below.

C.O. Request #
19

Description of New Work Requested	Quantity	Rate	Amount
Job address - McKinna ES			
Additional work requested:			
Description: Per RFI 416 and email from Jaime Pace on 12/14/2019 add 12"x12" mow strip adjacent to buildings in planters throughout the site. Includes: forming of mow strip, rebar installation, pour, finish, strip and clean.			
Foreman - 2 hrs.	2	85.00	170.00
Mason-Set up/Form - 16 hrs.	16	71.13	1,138.08
Form lumber - 170 lin. ft.	170	4.35	739.50
Rebar - 265 lbs.	265	0.60	159.00
Mason-Set Rebar - 8 hrs.	8	71.13	569.04
Concrete - 7 yards	7	110.00	770.00
AB219 fee	7	30.00	210.00
Mason- Pour/Finish - 8 hrs.	8	71.13	569.04
Concrete pump	7	15.00	105.00
Operator - 1 hr.	1	87.02	87.02
Mason- Strip/Detail/Clean/Caulk - 16 hrs.	16	71.13	1,138.08
Deckofoam - 2 rolls	2	50.00	100.00
Caulking - 155 lin. ft.	155	5.00	775.00
Subtotal			6,529.76
Office & administration		15.00%	979.46
Total			\$7,509.22

The contractor signing below hereby agrees to the following:
 Equipment and operator are under the exclusive authority and supervision of Contractor/Owner. Contractor/Owner is responsible for all underground services and Contractor/Owner is liable for all damages to persons or property.
 The total amount due as set forth above will be billed to Contractor/Owner by separate invoice. All invoices are due in full upon receipt. An additional one and one-half percent service charge (or the maximum amount permitted by applicable law) will be charge to all accounts not paid within 30 days after due date and similarly each month thereafter. In the event it will become necessary to place this account with an attorney for collection, Contractor/Owner will pay costs of said attorney. Including all related costs of collection, whether or not legal proceedings are commenced. If suit is instituted, then in addition, Contractor/Owner will pay all court costs as allowed by applicable law.

4473 East Cochran Street
 Simi Valley, CA 93063
 Tel: 805-581-5480
 Fax: 805-581-5436

Please sign, date and fax back to the office for acceptance:

Signature _____ 517



Date
1/15/2020

CHANGE ORDER REQUEST

Name & Address
Bernard's 555 First Street San Fernando, Ca. 91340

Please see additional work requested for your project below. For acceptance please sign below.

C.O. Request #
20

Description of New Work Requested	Quantity	Rate	Amount
Job address - McKinna ES			
Additional work requested:			
Description: Per email from Mitch Michaelis on 12/18/2019 add 6" thick acid washed site concrete over 4" CMB in lieu of AC paving behind building 2 next to the outdoor lunch area. Includes: forming of walkway, base installation, rebar installation, pour, finish, strip, detail, and clean			
Foreman - 8 hrs.	8	85.00	680.00
Mason-Set up/Form - 8 hrs.	8	71.13	569.04
Mason-Spread/Compact Base - 16 hrs.	16	71.13	1,138.08
Bobcat - 16 hrs.	16	110.00	1,760.00
Plate compactor - 2 days	2	65.00	130.00
Material-CMB - 65 tons	65	17.00	1,105.00
Form lumber - 320 lin. ft.	320	4.35	1,392.00
Rebar - 2100 lbs.	2,100	0.60	1,260.00
Mason-Set Rebar - 32 hrs.	32	71.13	2,276.16
Concrete - 46 yards	46	110.00	5,060.00
AB219 fee	46	30.00	1,380.00
Concrete pump	46	15.00	690.00
Operator - 5 hrs.	5	87.02	435.10
Mason- Pour/Finish - 56 hrs.	56	71.13	3,983.28
Mason- Strip/Detail/Clean/Caulk - 48 hrs.	48	71.13	3,414.24
Retarder - 15 gallons	15	35.00	525.00
Total			

The contractor signing below hereby agrees to the following:
 Equipment and operator are under the exclusive authority and supervision of Contractor/Owner. Contractor/Owner is responsible for all underground services and Contractor/Owner is liable for all damages to persons or property.
 The total amount due as set forth above will be billed to Contractor/Owner by separate invoice. All invoices are due in full upon receipt. An additional one and one-half percent service charge (or the maximum amount permitted by applicable law) will be charge to all accounts not paid within 30 days after due date and similarly each month thereafter. In the event it will become necessary to place this account with an attorney for collection, Contractor/Owner will pay costs of said attorney. Including all related costs of collection, whether or not legal proceedings are commenced. If suit is instituted, then in addition, Contractor/Owner will pay all court costs as allowed by applicable law.

4473 East Cochran Street
 Simi Valley, CA 93063
 Tel: 805-581-5480
 Fax: 805-581-5436

Please sign, date and fax back to the office for acceptance:

Page 1 Signature



Date
1/15/2020

CHANGE ORDER REQUEST

Name & Address
Bernard's 555 First Street San Fernando, Ca. 91340

Please see additional work requested for your project below. For acceptance please sign below.

C.O. Request #
20

Description of New Work Requested	Quantity	Rate	Amount
Caulking - 307 lin. ft.	307	5.00	1,535.00
Pressure washer - 3 days	3	150.00	450.00
Mason - Sawcut - 16 hrs.	16	71.13	1,138.08
Chopsaw - 2 days	2	110.00	220.00
Subtotal			29,140.98
Office & administration		15.00%	4,371.15
*Work to be done concurrently with contracted work			
Total			\$33,512.13

The contractor signing below hereby agrees to the following:
 Equipment and operator are under the exclusive authority and supervision of Contractor/Owner. Contractor/Owner is responsible for all underground services and Contractor/Owner is liable for all damages to persons or property.
 The total amount due as set forth above will be billed to Contractor/Owner by separate invoice. All invoices are due in full upon receipt. An additional one and one-half percent service charge (or the maximum amount permitted by applicable law) will be charge to all accounts not paid within 30 days after due date and similarly each month thereafter. In the event it will become necessary to place this account with an attorney for collection, Contractor/Owner will pay costs of said attorney. Including all related costs of collection, whether or not legal proceedings are commenced. If suit is instituted, then in addition, Contractor/Owner will pay all court costs as allowed by applicable law.

4473 East Cochran Street
 Simi Valley, CA 93063
 Tel: 805-581-5480
 Fax: 805-581-5436

Please sign, date and fax back to the office for acceptance:



HOURLY LABOR COST RATES

Sub/Contractor: B&M Contractors, Inc. **Trade:** Cement Mason
Date: 9/20/2019 **Classification:** Journeyman
Project: McKinna
Rate Effective Through: July 1, 2020 **Union :** **Non Union:**

	Straight Time	Time & 1/2	Double Time
A. HOURLY TAXABLE WAGE COSTS			
Hourly Wage	\$ 37.00	\$ 55.50	\$ 74.00
Vacation & Holiday Accrual	\$ 4.55	\$ 4.55	\$ 4.55
Hourly Taxable Wage Costs Subtotal	\$ 41.55	\$ 60.05	\$ 78.55
B. HOURLY PAYROLL TAX & INSURANCE			
Social Security	\$ 2.29	\$ 3.44	\$ 4.59
Medicare	\$ 0.54	\$ 0.80	\$ 1.07
FUI	\$ 0.22	\$ 0.33	\$ 0.44
SUI	\$ 1.26	\$ 1.89	\$ 2.52
Workers Compensation Insurance	\$ 4.01	\$ 6.02	\$ 8.03
General Liability Insurance (If Applicable)	\$ -	\$ -	\$ -
Hourly Payroll Tax & Insurance Subtotal	\$ 8.33	\$ 12.49	\$ 16.65
C. HOURLY BENEFITS			
Health & Welfare (or equivalent)	\$ 8.17	\$ 8.17	\$ 8.17
Pension & Retirement (or equivalent)	\$ 9.68	\$ 9.68	\$ 9.68
Training (or equivalent)	\$ 0.64	\$ 0.64	\$ 0.64
Other	\$ 2.76	\$ 2.76	\$ 2.76
Hourly Benefits Subtotal	\$ 21.25	\$ 21.25	\$ 21.25
TOTAL HOURLY LABOR COST RATE (A+B+C)	\$ 71.13	\$ 93.79	\$ 116.45

Factors NOT allowed in the above hourly labor cost rates:

- | | |
|--------------------------------------|--------------------------------|
| 1. Overhead | 5. Consumables |
| 2. Profit | 6. Bonus or incentive payments |
| 3. Vehicle & transportation expenses | 7. Communications |
| 4. Small tools | 8. Supervision |



REQUEST FOR INFORMATION FOR SUBCONTRACTOR ACTION

RFI No. : 416

Project: McKinna Elementary School Reconstruction

Date: 12-13-19

Discipline: Architectural

Subject: General Site Work Clarifications

DRAWING & SPECIFICATION REFERENCES

Drawing Sheet / Specification	Detail / Sub Section	Comments
A002		

QUESTION

Please provide clarification for items 1-5 on the attached site work plan.

ANSWER

See attached confirming email from CFW that the modifications to the site design are to proceed as proposed.

KG, PED, 1.29.20

RESPONSE DISTRIBUTION

Company	Contact	Date Sent
B&M Contractors Inc	Bruce Arikawa	1/31/2020
Dufau Landscape Inc	Peter Dufau	1/31/2020
Onyx Paving Co Inc	Rodney Webber	1/31/2020

Please review and advise Bernards, **WITHIN 7 days**, if there are any additional costs or schedule impacts associated with incorporating the RFI response with the Contract Work. (Include a brief description and rough order estimate of the change with this notification. If no response is received within 7 days, Bernards shall trust that there is no impact to your Contract Price or Schedule.

Question Initiated By: Bruce Arikawa - B&M Contractors Inc - Author Number:

Submitted By: Mitch Michaelis - Bernards



REQUEST FOR INFORMATION

RFI No.: 416

To: Kevin Griendling
Company: Perkins Eastman Dougherty
Project: McKinna Elementary School Reconstruction

Revised 12-16-2019
Discipline: Architectural

Subject: General Site Work Clarifications

Response Requested By: 12-20-2019

DRAWINGS & SPECIFICATION REFERENCES

Drawing Sheet / Specification	Detail / Sub Section	Comments
A002		

QUESTION

Please provide clarification for items **1-5** on the attached site work plan.

ANSWER

See attached confirming email from CFW that the modifications to the site design are to proceed as proposed.

Kevin Griendling, AIA

Response Provided By:


Name

Perkins Eastman

Company

1.29.20

Date

Question Initiated By: Bruce Arikawa - B&M Contractors Inc - Author Number:

Submitted By: Mitch Michaelis - Bernards

	NEW BUILDING
	EXISTING BUILDING
	SITE CONCRETE
	SITE CONCRETE - ACID WASH
	AC PAVING
	PLAYGROUND PROTECTIVE SURFACING
	LANDSCAPE - TURF
	LANDSCAPE - PLANTER
	EASEMENT LINE
	PROPERTY LINE
	CHAIN LINK FENCE PER JB A005
	EXPANSION JOINT PER G10 A007
	CONTROL JOINT PER J10 A007
	(N) (E) CONSTRUCTION SEPARATION LINE

SITE NOTES

- ITEMS SHOWN ARE NEW UNLESS NOTED OTHERWISE
- FOR UNDERGROUND UTILITIES TRENCHING, COORDINATE WITH CIVIL, MECHANICAL, PLUMBING, AND ELECTRICAL
- REFER TO CIVIL FOR OFF-SITE IMPROVEMENTS

ITEM 1:
 Omit the highlighted area of the site utility yard slab.
 Planter in lieu of site concrete, please confirm.

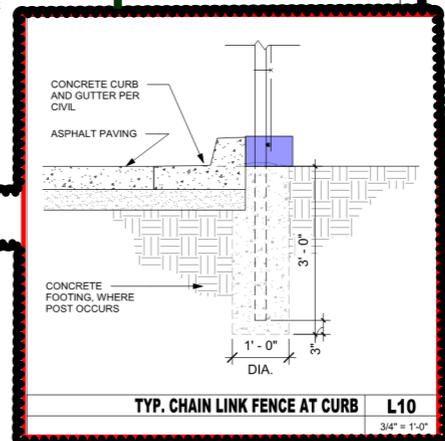
ITEM 2:
 Bernard's highly recommends that site concrete is placed outside of the kitchen door. Please advise if the site concrete outdoor lunch area requires revision once due to slab being poured.

ITEM 6 (1-13-2020): Omit mow strips highlighted in orange

ITEM 3:
 Add mow strip adjacent to B2 in planter, please confirm

ITEM 4:
 Add curb for planter to AC transition, please confirm

ITEM 10 (1-13-2020): Encase fence posts in mow strip



ITEM 7 (1-13-2020) - Pour slab in planter, directly in front of B1 security keypad

ITEM 5 (12-16-2019):
 Add mow curbs in all planters adjacent to B1 and B3. Please confirm

ITEM 8 (1-13-2020): Move fire hydrant approximately 5' north out of planter

ITEM 9 (1-13-2020): Omit planter

IDENTIFICATION STAMP
 DIVISION OF REGULATION CT SERVICES
 FILE NO: 56-22
 AF: 03-118371
 AC: FLS SS
 DATE: _____



JOB	21710.00
SCALE	AS NOTED
PM	DM
DATE	02/09/2017
ADD 1	4.17.18

Kevin Griendling

From: Jennifer MacIsaac <jmaclsaac@cfwinc.com>
Sent: Wednesday, January 29, 2020 10:34 AM
To: Kevin Griendling
Cc: Mario Mera; Diego Matzkin; Jaime Pace (jpace@bernards.com)
Subject: RE: McKinna ES - Overdue RFIs

Importance: High

Kevin,

In talking with Mario, he said that during full team meetings it was agreed to proceed on all three RFIs listed below. Please proceed quickly to provide the contractor and CFW with the information they need to move the project forward.

Thank you,

Jennifer

From: Kevin Griendling <k.griendling@perkinseastman.com>
Sent: Monday, January 27, 2020 10:48 AM
To: Jennifer MacIsaac <jmaclsaac@cfwinc.com>
Cc: Mario Mera <MMera@cfwinc.com>; Diego Matzkin <d.matzkin@perkinseastman.com>
Subject: McKinna ES - Overdue RFIs

Jennifer,

Since you are jumping in on McKinna items for the time being, we have a number of overdue RFIs that have been awaiting confirmation in order for Bernards to proceed. Here is a list of the RFIs and their status as of now:

- RFI 416 – General Site Work Clarifications – Bernards is suggesting a series of additional details to some of the hardscape edge conditions on site. They are a minor added cost, and if CFW/the district would like to add them as a best practice for maintenance reasons, please simply confirm. Note: Modifications to the areas of concrete in the north side of the MPR have already been confirmed by Mario, and are already poured. The remaining items are a couple of mow strips, and building apron concrete.
- RFI 419 – CFW to confirm if they would like to add fall protection hooks on the roof screen steel of Building 4. Perkins Eastman has determined it is not necessary, but may be added as an additional safety feature for the district's use. Please confirm.
- RFI 418 – Power for projection screen. We advise that we should respond to this RFI stating to add a power outlet and present ROM to CFW to confirm if the cost is acceptable before proceeding. Please confirm if this response is acceptable.

Please confirm these items so we may respond to Bernards.

Best,

Kevin

This message is sent by Perkins Eastman Architects DPC, and/or its Affiliates, and is intended exclusively for the persons to whom it is addressed. This communication may contain information that is privileged or confidential. If you are not the named addressee, you are not authorized to read, print, retain, copy, or disseminate any part of this message.



CONTINGENCY ALLOCATION REQUEST

CAR No. 192 R0

Date: 3/15/2020

Project: McKinna Elementary School Reconstruction

DESCRIPTION OF WORK

RFI 386 - Clarification on Fence Layout near KG Bldg.-PE Response - Concrete apron along edge of KG build.

SUMMARY OF ALLOCATIONS

Item Description	Company	Amount Requested
Contractual Costs		
		-5,172
	Subtotal:	-5,172

SUMMARY OF ALLOCATIONS

Item Description	Company	Amount Requested
Subcontract Costs		
	B&M Contractors Inc	5,172
	Subtotal:	5,172

Total Change Order Request Amount: 0

ACKNOWLEDGEMENT

Oxnard School District

Bernards Bros. Inc.

Signature

Signature

Printed Name & Title

Printed Name & Title

Date

Date

REVIEWED

- DOCUMENT CLARIFICATIONS
- AGENCY REVIEW
- FIELD CONDITIONS
- OWNER'S REQUEST
- CONTRACTOR BUYOUT



Date
1/15/2020

CHANGE ORDER REQUEST

Name & Address
Bernard's 555 First Street San Fernando, Ca. 91340

Please see additional work requested for your project below. For acceptance please sign below.

C.O. Request #
21

Description of New Work Requested	Quantity	Rate	Amount
Job address - McKinna ES			
Additional work requested:			
Description: Per RFI 386 install a 4" by 12" thick concrete apron on grade reinforced with #3 rebar continuous per detail E8/A007 along edge of KG building. Includes: forming of concrete apron, rebar installation, pour, finish, strip and clean			
Foreman - 2 hrs.	2	85.00	170.00
Mason-Set up/Form - 16 hrs.	16	71.13	1,138.08
Form lumber - 130 lin. ft.	130	4.35	565.50
Rebar- 55 lbs.	55	0.60	33.00
Mason-Set Rebar - 4 hrs.	4	71.13	284.52
Concrete - 2 yards	2	110.00	220.00
AB219 fee	2	30.00	60.00
Mason- Pour/Finish - 8 hrs.	8	71.13	569.04
Concrete pump	2	15.00	30.00
Operator - .5 hrs.	0.5	87.02	43.51
Mason- Strip/Detail/Clean/Caulk - 8 hrs.	8	71.13	569.04
Deckofoam - 2 rolls	2	50.00	100.00
Caulking - 130 lin. ft.	130	5.50	715.00
Subtotal			4,497.69
Office & administration		15.00%	674.65
Total			\$5,172.34

The contractor signing below hereby agrees to the following:
Equipment and operator are under the exclusive authority and supervision of Contractor/Owner. Contractor/Owner is responsible for all underground services and Contractor/Owner is liable for all damages to persons or property.
The total amount due as set forth above will be billed to Contractor/Owner by separate invoice. All invoices are due in full upon receipt. An additional one and one-half percent service charge (or the maximum amount permitted by applicable law) will be charge to all accounts not paid within 30 days after due date and similarly each month thereafter. In the event it will become necessary to place this account with an attorney for collection, Contractor/Owner will pay costs of said attorney. Including all related costs of collection, whether or not legal proceedings are commenced. If suit is instituted, then in addition, Contractor/Owner will pay all court costs as allowed by applicable law.

4473 East Cochran Street
 Simi Valley, CA 93063
 Tel: 805-581-5480
 Fax: 805-581-5436

Please sign, date and fax back to the office for acceptance:

Signature _____ 527



HOURLY LABOR COST RATES

Sub/Contractor: B&M Contractors, Inc. **Trade:** Cement Mason
Date: 9/20/2019 **Classification:** Journeyman
Project: McKinna
Rate Effective Through: July 1, 2020 **Union :** **Non Union:**

	<u>Straight Time</u>	<u>Time & 1/2</u>	<u>Double Time</u>
A. HOURLY TAXABLE WAGE COSTS			
Hourly Wage	\$ 37.00	\$ 55.50	\$ 74.00
Vacation & Holiday Accrual	\$ 4.55	\$ 4.55	\$ 4.55
Hourly Taxable Wage Costs Subtotal	\$ 41.55	\$ 60.05	\$ 78.55
B. HOURLY PAYROLL TAX & INSURANCE			
Social Security	\$ 2.29	\$ 3.44	\$ 4.59
Medicare	\$ 0.54	\$ 0.80	\$ 1.07
FUI	\$ 0.22	\$ 0.33	\$ 0.44
SUI	\$ 1.26	\$ 1.89	\$ 2.52
Workers Compensation Insurance	\$ 4.01	\$ 6.02	\$ 8.03
General Liability Insurance (If Applicable)	\$ -	\$ -	\$ -
Hourly Payroll Tax & Insurance Subtotal	\$ 8.33	\$ 12.49	\$ 16.65
C. HOURLY BENEFITS			
Health & Welfare (or equivalent)	\$ 8.17	\$ 8.17	\$ 8.17
Pension & Retirement (or equivalent)	\$ 9.68	\$ 9.68	\$ 9.68
Training (or equivalent)	\$ 0.64	\$ 0.64	\$ 0.64
Other	\$ 2.76	\$ 2.76	\$ 2.76
Hourly Benefits Subtotal	\$ 21.25	\$ 21.25	\$ 21.25
TOTAL HOURLY LABOR COST RATE (A+B+C)	<u>\$ 71.13</u>	<u>\$ 93.79</u>	<u>\$ 116.45</u>

Factors NOT allowed in the above hourly labor cost rates:

- | | |
|------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <ul style="list-style-type: none"> 1. Overhead 2. Profit 3. Vehicle & transportation expenses 4. Small tools | <ul style="list-style-type: none"> 5. Consumables 6. Bonus or incentive payments 7. Communications 8. Supervision |
|------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------|



**REQUEST FOR INFORMATION
FOR SUBCONTRACTOR ACTION**

RFI No. : 386

Project: McKinna Elementary School Reconstruction

Date: 10-21-19

Discipline: Architectural

Subject: Clarification on Fence Layout near KG Bldg

DRAWING & SPECIFICATION REFERENCES

Drawing Sheet / Specification	Detail / Sub Section	Comments
A007	E8	Concrete Apron
A002, A004	G10	

QUESTION

Per our discussion during the OAC meeting on 10/10, please advise if it is acceptable to do the following:

- i. Align the fence to the edge of KG bldg as shown in blue on the attached sketch
- ii. Install a concrete apron (E8/A007) along the edge of KG Bldg. as shown in red on the attached sketch

ANSWER

Confirmed.

KG, PED, 10.21.19

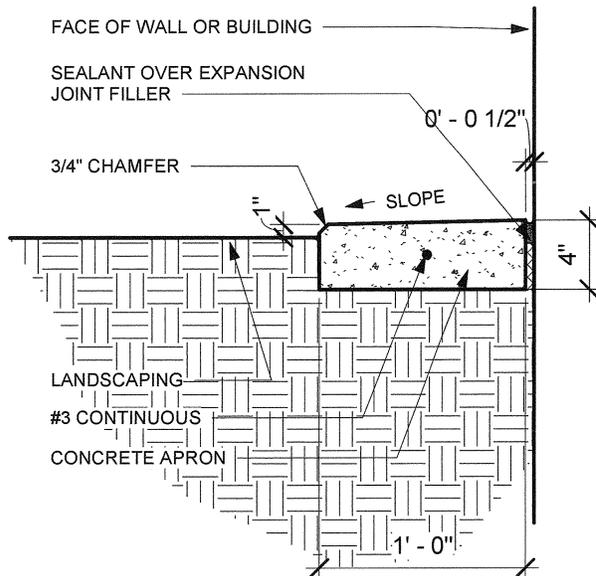
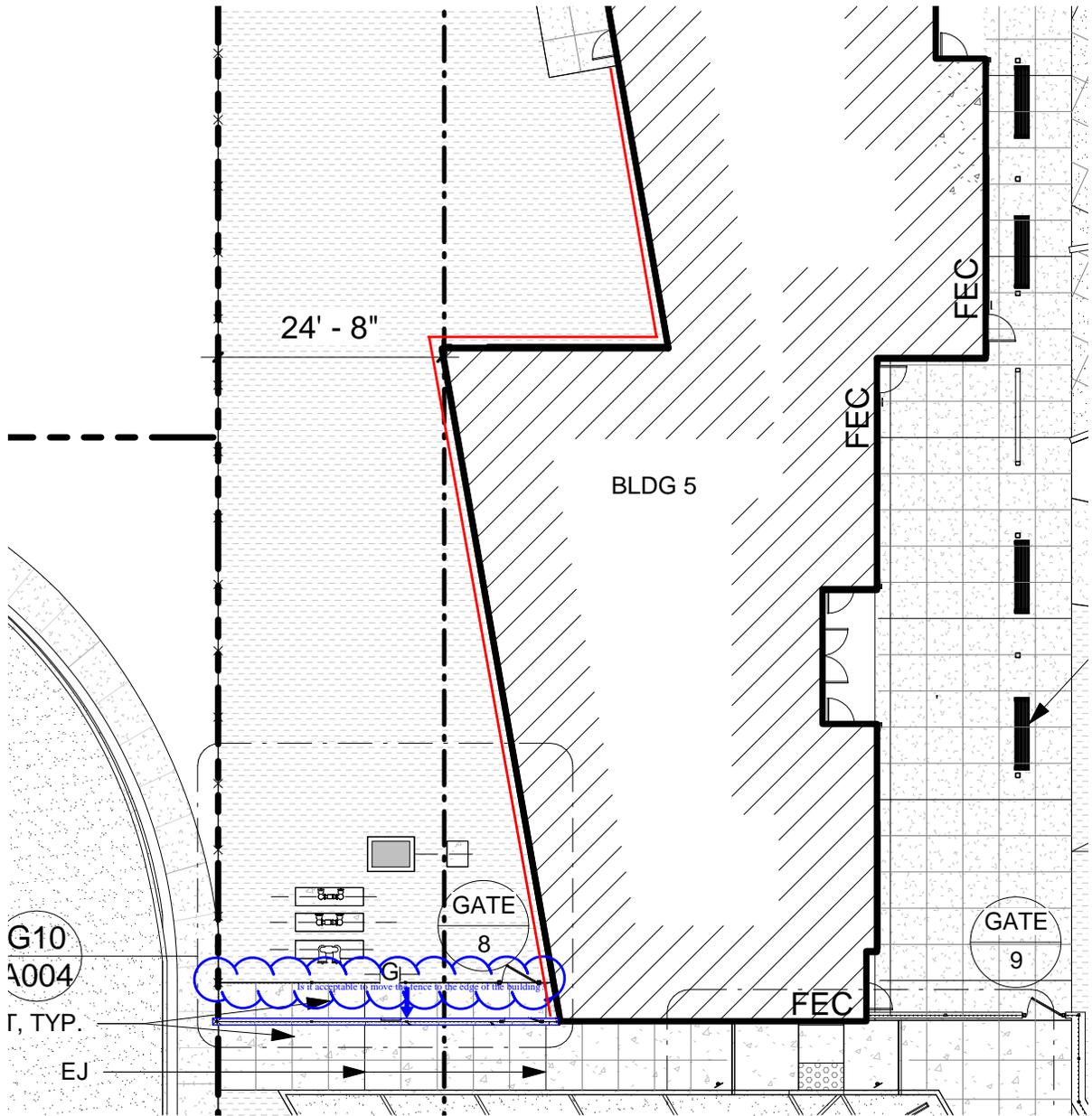
RESPONSE DISTRIBUTION

Company	Contact	Date Sent
B&M Contractors Inc	Bruce Arikawa	10/21/2019
A-1 Fence Company	Michael Lowthers	10/21/2019

Please review and advise Bernards, **WITHIN 7 days**, if there are any additional costs or schedule impacts associated with incorporating the RFI response with the Contract Work. (Include a brief description and rough order estimate of the change with this notification. If no response is received within 7 days, Bernards shall trust that there is no impact to your Contract Price or Schedule.

Question Initiated By: Jaime Pace - Bernards

Submitted By: Arvind Balaji - Bernards



TYPICAL CONCRETE APRON E8



CONTINGENCY ALLOCATION REQUEST

CAR No. 193 R0

Date: 3/15/2020

Project: McKinna Elementary School Reconstruction

DESCRIPTION OF WORK

RFI 421 - Electrical Yard Slab - Grading and 12x18 Concrete curb around Edison Electrical yard

SUMMARY OF ALLOCATIONS

Item Description	Company	Amount Requested
Contractual Costs		
		-8,489
	Subtotal:	-8,489

SUMMARY OF ALLOCATIONS

Item Description	Company	Amount Requested
Subcontract Costs		
	B&M Contractors Inc	8,489
	Subtotal:	8,489
Total Change Order Request Amount:		0

ACKNOWLEDGEMENT

Oxnard School District

Bernards Bros. Inc.

Signature

Printed Name & Title

Date

Signature

Printed Name & Title

Date

REVIEWED

- DOCUMENT CLARIFICATIONS
- AGENCY REVIEW
- FIELD CONDITIONS
- OWNER'S REQUEST
- CONTRACTOR BUYOUT



Date
1/21/2020

CHANGE ORDER REQUEST

Name & Address
Bernard's 555 First Street San Fernando, Ca. 91340

Please see additional work requested for your project below. For acceptance please sign below.

C.O. Request #
23

Description of New Work Requested	Quantity	Rate	Amount
Job address - McKinna ES			
Time & material charges - see attached ticket: RFI #421 1/16/20 - Pour 12x18 inch concrete curb around electrical yard to make elevation work and separate slab from upper level to electrical yard level			
Foreman - 2 hrs.	2	85.00	170.00
Mason - 24 hrs.	24	71.13	1,707.12
Concrete pump	6	15.00	90.00
Pump operator - 2 hrs.	2	87.02	174.04
Bobcat - 4 hrs.	4	65.00	260.00
Concrete - 6 yards	6	110.00	660.00
AB219	6	30.00	180.00
Form lumber - 60 lin. ft.	60	4.35	261.00
Subtotal			3,502.16
Office & administration		15.00%	525.32
Total			\$4,027.48

The contractor signing below hereby agrees to the following:
Equipment and operator are under the exclusive authority and supervision of Contractor/Owner. Contractor/Owner is responsible for all underground services and Contractor/Owner is liable for all damages to persons or property.
The total amount due as set forth above will be billed to Contractor/Owner by separate invoice. All invoices are due in full upon receipt. An additional one and one-half percent service charge (or the maximum amount permitted by applicable law) will be charge to all accounts not paid within 30 days after due date and similarly each month thereafter. In the event it will become necessary to place this account with an attorney for collection, Contractor/Owner will pay costs of said attorney. Including all related costs of collection, whether or not legal proceedings are commenced. If suit is instituted, then in addition, Contractor/Owner will pay all court costs as allowed by applicable law.

4473 East Cochran Street
 Simi Valley, CA 93063
 Tel: 805-581-5480
 Fax: 805-581-5436

Please sign, date and fax back to the office for acceptance:

Signature _____



Date
1/21/2020

CHANGE ORDER REQUEST

Name & Address
Bernard's 555 First Street San Fernando, Ca. 91340

Please see additional work requested for your project below. For acceptance please sign below.

C.O. Request #
22

Description of New Work Requested	Quantity	Rate	Amount
Job address - McKinna ES			
Time & material charges - see attached ticket:			
1/15/20 - Grade and get area in the back of MPR next to Edison's concrete slabs ready to be poured. Graders not on site and Edison needs to complete their work			
Bobcat - 8 hrs.	8	65.00	520.00
Operator - 8 hrs.	8	86.69	693.52
Roller - 8 hrs.	8	95.00	760.00
Operator - 8 hrs.	8	86.69	693.52
Mason - 16 hrs.	16	71.13	1,138.08
Plate compactor		75.00	75.00
Subtotal			3,880.12
Office & administration		15.00%	582.02
Total			\$4,462.14

The contractor signing below hereby agrees to the following:
Equipment and operator are under the exclusive authority and supervision of Contractor/Owner. Contractor/Owner is responsible for all underground services and Contractor/Owner is liable for all damages to persons or property.
The total amount due as set forth above will be billed to Contractor/Owner by separate invoice. All invoices are due in full upon receipt. An additional one and one-half percent service charge (or the maximum amount permitted by applicable law) will be charge to all accounts not paid within 30 days after due date and similarly each month thereafter. In the event it will become necessary to place this account with an attorney for collection, Contractor/Owner will pay costs of said attorney. Including all related costs of collection, whether or not legal proceedings are commenced. If suit is instituted, then in addition, Contractor/Owner will pay all court costs as allowed by applicable law.

4473 East Cochran Street
 Simi Valley, CA 93063
 Tel: 805-581-5480
 Fax: 805-581-5436

Please sign, date and fax back to the office for acceptance:

Signature _____



HOURLY LABOR COST RATES

Sub/Contractor: B&M Contractors, Inc. **Trade:** Cement Mason
Date: 9/20/2019 **Classification:** Journeyman
Project: McKinna
Rate Effective Through: July 1, 2020 **Union :** **Non Union:**

	Straight Time	Time & 1/2	Double Time
A. HOURLY TAXABLE WAGE COSTS			
Hourly Wage	\$ 37.00	\$ 55.50	\$ 74.00
Vacation & Holiday Accrual	\$ 4.55	\$ 4.55	\$ 4.55
Hourly Taxable Wage Costs Subtotal	\$ 41.55	\$ 60.05	\$ 78.55
B. HOURLY PAYROLL TAX & INSURANCE			
Social Security	\$ 2.29	\$ 3.44	\$ 4.59
Medicare	\$ 0.54	\$ 0.80	\$ 1.07
FUI	\$ 0.22	\$ 0.33	\$ 0.44
SUI	\$ 1.26	\$ 1.89	\$ 2.52
Workers Compensation Insurance	\$ 4.01	\$ 6.02	\$ 8.03
General Liability Insurance (If Applicable)	\$ -	\$ -	\$ -
Hourly Payroll Tax & Insurance Subtotal	\$ 8.33	\$ 12.49	\$ 16.65
C. HOURLY BENEFITS			
Health & Welfare (or equivalent)	\$ 8.17	\$ 8.17	\$ 8.17
Pension & Retirement (or equivalent)	\$ 9.68	\$ 9.68	\$ 9.68
Training (or equivalent)	\$ 0.64	\$ 0.64	\$ 0.64
Other	\$ 2.76	\$ 2.76	\$ 2.76
Hourly Benefits Subtotal	\$ 21.25	\$ 21.25	\$ 21.25
TOTAL HOURLY LABOR COST RATE (A+B+C)	\$ 71.13	\$ 93.79	\$ 116.45

Factors NOT allowed in the above hourly labor cost rates:

- | | |
|--------------------------------------|--------------------------------|
| 1. Overhead | 5. Consumables |
| 2. Profit | 6. Bonus or incentive payments |
| 3. Vehicle & transportation expenses | 7. Communications |
| 4. Small tools | 8. Supervision |



HOURLY LABOR COST RATES

Sub/Contractor: B&M Contractors, Inc. **Trade:** Operator Group 3
Date: 9/20/2019 **Classification:** Journeyman
Project: McKinna
Rate Effective Through: July 1, 2020 **Union :** **Non Union:**

	Straight Time	Time & 1/2	Double Time
A. HOURLY TAXABLE WAGE COSTS			
Hourly Wage	\$ 48.12	\$ 72.18	\$ 96.24
Vacation & Holiday Accrual	\$ 3.55	\$ 3.55	\$ 3.55
Hourly Taxable Wage Costs Subtotal	\$ 51.67	\$ 75.73	\$ 99.79
B. HOURLY PAYROLL TAX & INSURANCE			
Social Security	\$ 2.98	\$ 4.48	\$ 5.97
Medicare	\$ 0.70	\$ 1.05	\$ 1.40
FUI	\$ 0.29	\$ 0.43	\$ 0.58
SUI	\$ 1.64	\$ 2.45	\$ 3.27
Workers Compensation Insurance	\$ 5.22	\$ 7.83	\$ 10.44
General Liability Insurance (If Applicable)	\$ -	\$ -	\$ -
Hourly Payroll Tax & Insurance Subtotal	\$ 10.83	\$ 16.24	\$ 21.65
C. HOURLY BENEFITS			
Health & Welfare (or equivalent)	\$ 11.60	\$ 11.60	\$ 11.60
Pension & Retirement (or equivalent)	\$ 11.15	\$ 11.15	\$ 11.15
Training (or equivalent)	\$ 1.05	\$ 1.05	\$ 1.05
Other	\$ 0.39	\$ 0.39	\$ 0.39
Hourly Benefits Subtotal	\$ 24.19	\$ 24.19	\$ 24.19
TOTAL HOURLY LABOR COST RATE (A+B+C)	\$ 86.69	\$ 116.16	\$ 145.63

Factors NOT allowed in the above hourly labor cost rates:

- | | |
|--------------------------------------|--------------------------------|
| 1. Overhead | 5. Consumables |
| 2. Profit | 6. Bonus or incentive payments |
| 3. Vehicle & transportation expenses | 7. Communications |
| 4. Small tools | 8. Supervision |



JOB INVOICE & ADDITIONAL WORK AUTHORIZATION

Cal State Lic. # 803703
4473 Cochran Street, Simi Valley, California 93063
Telephone (805) 581-5480 • Fax (805) 581-5436

PO # _____

BILL TO CONTRACTOR/OWNER Bernards	ORDER TAKEN BY Connor Christ	DATE 1/16/2020
PHASE/TRACT NO	REQUISITIONED BY Terry Root	
LOT NUMBERS McKinna E.S.		

DESCRIPTION OF WORK	AMOUNT
Per RFI 421 Electrical yard slab must sit lower than the transformer and switchgear pad. The electrical yard slab will not be compliant due to elevation FS elevation. B&M was asked to pour a 12"x18" concrete curb around the electrical yard to make the elevations work, and separate slab from upper level to electrical yard level.	:
Labor:	:
Foreman - 2 Hours	:
Carpenters - 16 Hours	:
Masons - 8 hours	:
Pump Operator - 2 hours	:
Equipment:	:
Concrete Pump - 2 hours	:
Bobcat - 4 hours	:
Material:	:
Form Lumber - 60 LF	:
Concrete - 6 CY	:
Signature _____	TOTAL

Verification of Time Only
Subject to the Terms and Conditions
of the Subcontract Agreement

By: _____
Signature:
Print Name: T. Root
Date: 1-21-20

The Contractor/Owner identified above hereby agrees as follows
Equipment and operator are under the exclusive authority and supervision of Contractor/Owner. Contractor/Owner is responsible for all underground services and Contractor/Owner is liable for all damages to persons or property arising from or in any manner connected with the operation of equipment.
B&M Contractors, Inc. is not liable for any damage to property for roll off truck access.
The total amount due as set forth above will be billed to Contractor/Owner by separate statement. All invoices are due in full upon receipt. An additional one and one-half percent service charge (or the maximum amount permitted by applicable law) will be charged to all accounts not paid within thirty (30) days after due date and similarly each month thereafter until paid. In the event it becomes necessary to place this account with an attorney for collection, Contractor/Owner will pay the cost of said attorney. Including all related cost of collection, whether or not legal proceedings are commenced. It suit is instituted.
Then in addition, Contractor/Owner will pay all court costs as allowed by applicable law.

ACCEPTED AS SATISFACTORY BY: _____ DATE: _____

Thank you for your business



REQUEST FOR INFORMATION FOR SUBCONTRACTOR ACTION

RFI No. : 421

Project: McKinna Elementary School Reconstruction

Date: 01-15-20

Discipline: Civil

Subject: Electrical Yard Slab

DRAWING & SPECIFICATION REFERENCES

Drawing Sheet / Specification	Detail / Sub Section	Comments
C101		
E107		

QUESTION

Electrical yard slab must sit lower than the transformer and switchgear pad, please reference details on E107. Electrical yard slab will not be compliant due to elevation FS elevation on C101.

SUGGESTION

Please confirm curbs are to poured along the south and east runs of the electrical yard slab.

ANSWER

This configuration is acceptable.

Steve Downs
DELANE ENGINEERING
01/27/2020

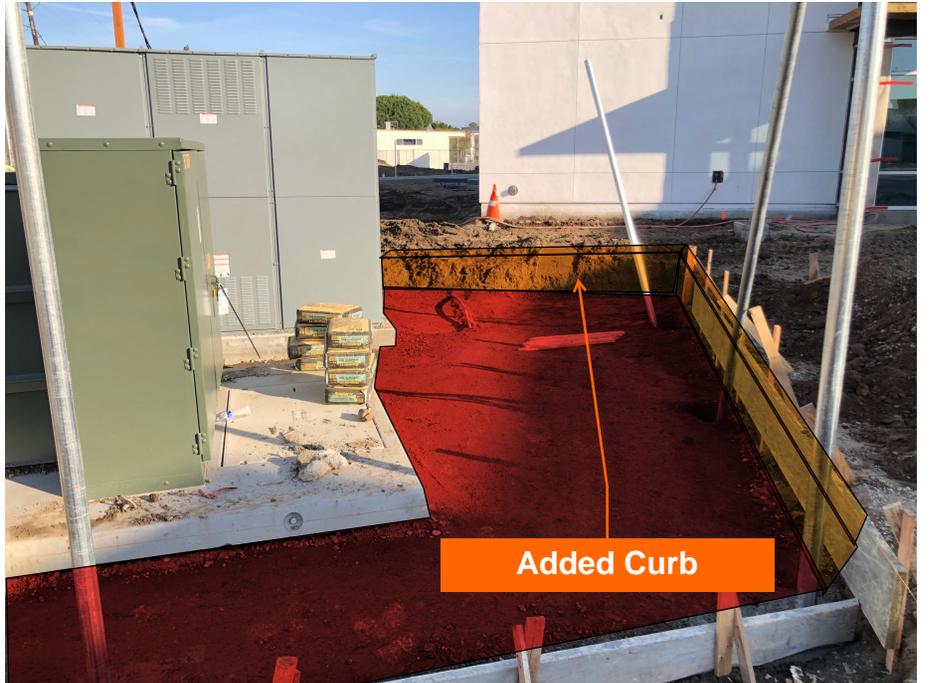
RESPONSE DISTRIBUTION

Company	Contact	Date Sent
B&M Contractors Inc	Bruce Arikawa	1/28/2020

Please review and advise Bernards, **WITHIN 7 days**, if there are any additional costs or schedule impacts associated with incorporating the RFI response with the Contract Work. (Include a brief description and rough order estimate of the change with this notification. If no response is received within 7 days, Bernards shall trust that there is no impact to your Contract Price or Schedule.

Question Initiated By: Mitch Michaelis - Bernards

Submitted By: Mitch Michaelis - Bernards



CONSTRUCTION SERVICES AGREEMENT

This Construction Services Agreement (hereinafter referred to as the "Agreement") is entered into this 21st day of June, 2017, by and between the Oxnard School District, a California school district organized and existing under the laws of the State of California (hereinafter referred to as the "District") and Bernards which is a contractor licensed by the State of California, with its principal place of business at 555 First Street, San Fernando, CA 91340 (hereinafter referred to as "Contractor").

WHEREAS, the District operates McKinna Elementary School, located at 1611 South J Street, Oxnard, California 93033 (hereinafter referred to as the "School Facility"); and

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

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

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

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

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

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

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

- 1 -

OXNARD SCHOOL DISTRICT

CONSTRUCTION SERVICES AGREEMENT

McKinna Elementary School Project

June 21st, 2017

#17-41

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

- 2 -

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

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

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with any duly authorized and executed amendment(s) thereto, pursuant to which the District leases the Site to Contractor.

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

SECTION 2. CONTRACTOR'S DUTIES AND STATUS

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

SECTION 3. ADDITIONAL SERVICES

If the District requests Contractor to perform additional services not described in this Agreement, Contractor shall provide a cost estimate and a written description of the additional work necessary to complete such additional services. The cost for such additional services shall be negotiated and agreed upon in writing in advance of Contractor performing or contracting for such additional services, and such cost shall be used to adjust the GMP established pursuant to Section 5 hereof. In the absence of a written agreement, the District will not compensate Contractor for additional services, will not adjust the GMP for such additional services, and Contractor will not be required to perform them. It is understood and

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agreed that if Contractor performs any services that it claims are additional services without receiving prior written approval from the District Board of Education, Contractor shall not be paid for such claimed additional services and the GMP will not be adjusted. Nothing in this Agreement shall be construed as limiting the valuation of such additional services and amount that the GMP will be adjusted for such additional services, should a written agreement for such services be executed by the parties. Notwithstanding the foregoing, Contractor shall not be entitled to compensation, nor will the GMP be adjusted, for additional services required as a result of Contractor's acts, errors or omissions.

SECTION 4. OWNERSHIP OF PLANS AND DOCUMENTS

All original field notes, written reports, drawings, specifications, Construction Documents, and other documents, produced or developed for the Project are the property of the District, regardless of whether the Project is constructed, and shall be furnished to the District. Such documents are not to be used by Contractor or by the Subcontractors on other work nor shall Contractor nor the Subcontractors claim any right to such documents. This shall not deprive Contractor from retaining electronic data or other reproducible copies of the Construction Documents or the right to reuse information contained in them in the normal course of Contractor's professional activities.

SECTION 5. ESTABLISHMENT OF GUARANTEED MAXIMUM PRICE

The "GMP" for the Project shall be Two Hundred Twenty-Nine Thousand Three Hundred Twenty-two and No Hundredths (\$229,322.00). The GMP consists of (1) a Preconstruction Fee only in the amount of Two Hundred Twenty-Nine Thousand Three Hundred Twenty-two and No Hundredths (\$229,322.00), (2) a Sublease Tenant Improvement and (3) a Contractor Contingency and Sublease Payments to be negotiated as an amendment to this agreement pursuant to terms and payment schedule as amended and set forth in the Sublease. THE "GMP" WILL NOT BE ESTABLISHED UNTIL DSA HAS APPROVED THE FINAL PLANS AND SPECIFICATIONS AND THE BOARD APPROVES IT PRIOR TO NTP FOR CONSTRUCTION. The GMP will then be brought to the Board of Trustees as an amendment to this section of this agreement. Until such time this section will remain as a Preconstruction Fee only, the Site Lease and Sublease will not begin and the Contractor will proceed with Preconstruction Services as set forth in **Exhibit B** with an NTP for Preconstruction from the District.

The GMP is based upon the DSA approved plans and specifications to exist after this Agreement is entered into between Contractor and the District, and more fully described and referenced in the Scope of Work to be set forth in **Exhibit A** attached hereto. Prior to DSA approval Contractor will perform Preconstruction Services to assist in designing the project and as set forth in **Exhibit B**. After preconstruction services, DSA approval of plans and

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specifications, and the establishment of the GMP the Contractor shall assume the risk of cost overruns which were not foreseeable at the time this Agreement is entered into and the GMP determined, except for undocumented events of the type set forth in Section 19 hereof, work mandated by an outside agency after issuance of Construction Documents that could not have been reasonably foreseen from review of the Contract Documents, or costs arising from undocumented geotechnical issues. Contractor acknowledges that (i) Contractor has conducted a site inspection and is familiar with the site conditions based on records, studies and visible conditions relating to construction and labor and (ii) Contractor has reviewed the Contract Documents and is familiar with the contents thereof. District directed changes to the scope of the Project not contemplated in the Scope of Work shall be deemed Extra Work/Modifications pursuant to the procedures set forth in Section 10 of this Agreement. The GMP shall include, but not be limited to, increases in labor and materials. The GMP has been used to calculate the Tenant Improvement Payments and the Sublease Payments to be paid by the District to Contractor pursuant to the Sublease. The GMP includes the cost of all labor, materials, equipment, general conditions, overhead, profit and a Contractor Contingency as indicated above.

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

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

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

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SECTION 6. NOTICE TO PROCEED WITH PRECONSTRUCTION AND CONSTRUCTION

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

Upon receipt of an approved GMP, the District shall issue a notice to Contractor to proceed with the Construction of the Project. In the event that a Notice to Proceed with Construction is not issued for the Project, the Site Lease and the Sublease shall terminate upon written notice from the District to Contractor that a Notice of Proceed will not be issued.

SECTION 7. SAVINGS

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

SECTION 8. SELECTION OF SUBCONTRACTORS

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

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with this provision, the District may terminate this Agreement in accordance with the provisions of the General Conditions. Subcontractors awarded contracts by Contractor shall be afforded all the rights and protections of listed subcontractors under the provisions of the Subletting and Subcontracting Fair Practices Act (Public Contract Code Section 4100, et seq.).

SECTION 9. CONSTRUCTION SCOPE OF WORK

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

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- F. The District shall cause the appropriate professionals to stamp and sign, as required, the original Construction Documents or parts thereof and coordinate the Project's design with all utilities.
- G. Contractor shall, for the benefit of the Subcontractors, attend pre-construction orientation conferences in conjunction with the Architect to set forth the various reporting procedures and site rules prior to the commencement of actual construction. Contractor shall also attend construction and progress meetings with District representatives and other interested parties, as requested by the District, to discuss such matters as procedures, progress problems and scheduling. Contractor shall prepare and promptly distribute official minutes of such meetings to all parties in attendance, including without limitation the District, the Architect and the District Inspector of Record.
- H. Contractor shall incorporate approved changes as they occur, and develop cash flow reports and forecasts for submittal to the District as requested. Contractor shall provide regular monitoring of the approved estimates for Construction costs, showing actual costs for activities in progress, and estimates for uncompleted tasks. Contractor shall maintain cost accounting records on authorized additional services or work performed under unit costs, additional work performed on the basis of actual costs of labor and materials, and for other work requiring accounting records.
- I. Contractor shall record the progress of the Project and shall submit monthly written progress reports to the District and the Architect including information on the entire Project, showing percentages of completion and the number and amounts of proposed Extra Work/Modifications and their effect on the construction costs as of the date of each respective report.
- J. Contractor shall keep a log containing a record of weather, Subcontractors, work on the site, number of workers, work accomplished, problems encountered, and other similar relevant data as the District may require. Contractor shall make the log available to the District, the Architect, and the District's project manager. The District shall be promptly advised on all anticipated delays in the Project.
- K. The District shall bear the cost for the DSA Inspector, soils testing, DSA or other regulatory agency fees, and special testing required in the construction of the Project. If additional review or permits become necessary for reasons not due to Contractor's fault or because of DSA or regulatory agency requirements or regulations implemented after the date the Final GMP is established and not reasonably anticipated at the time the Final GMP is established, Contractor may seek additional compensation for the cost of that review as an additional cost. In the alternative, the District may pay such costs directly.

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SECTION 10. EXTRA WORK/MODIFICATIONS

- A. The District may prescribe or approve additional work or a modification of requirements or of methods of performing the Construction which differ from the work or requirements set forth in the Construction Documents ("Extra Work/Modifications"); and for such purposes the District may at any time during the life of this Agreement, by written order, make such changes as it shall find necessary in the design, line, grade, form, location, dimensions, plan, or material of any part of the work or equipment specified in this Agreement or in the Construction Documents, or in the quantity or character of the work or equipment to be furnished. In the event conditions develop which, in the opinion of Contractor, makes strict compliance with the specifications impractical, Contractor shall notify the District of the need for Extra Work/Modifications by placing the matter on the agenda of regularly scheduled construction meetings with the District for discussion as soon as practicable after the need for the Extra Work/Modifications is determined. Additionally, Contractor shall submit to the District for its consideration and approval or disapproval, a written request for Extra Work/Modifications before such work is performed. If the District approves the request in writing, the costs of the Extra Work/Modification shall be added to or deducted from the GMP or the Scope of Work shall be modified to complete the Project within the GMP, as applicable. Any adjustments to the GMP will result in an adjustment of the Tenant Improvement Payment and, if applicable, the Sublease Payments.
- B. Extra Work/Modifications include work related to unforeseen underground conditions if, and only if, such conditions are not visible or identified on plans, reports or other documents available to Contractor. Extra Work/Modifications do not include underground conditions that are identified on plans, reports or other documents available to Contractor but are in a location different than is set forth on such plans, reports or other documents available to Contractor. It should be noted, however, that the District has advised and provided Contractor with information regarding the shallow water table and recent projects experience with encountering water when digging. Contractor has included in its calculation of the GMP an amount to mitigate for encountering water when completing the scope of work contemplated herein. Therefore, Extra Work/Modifications do not include expenses incurred by, and/or work performed by, Contractor in connection with such shallow water table and with encountering water when digging.
- C. Should Contractor claim that any instruction, request, drawing, specification, action, condition, omission, default or other situation (i) obligates the District to increase the GMP; or (ii) obligates the District to grant an extension of time for the completion of

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this Agreement; or (iii) constitutes a waiver of any provision in this Agreement, CONTRACTOR SHALL NOTIFY THE DISTRICT, IN WRITING, OF SUCH CLAIM AS SOON AS POSSIBLE, BUT IN NO EVENT WITHIN MORE THAN TEN (10) DAYS FROM THE DATE CONTRACTOR HAS ACTUAL OR CONSTRUCTIVE NOTICE OF THE CLAIM. CONTRACTOR SHALL ALSO PROVIDE THE DISTRICT WITH SUFFICIENT WRITTEN DOCUMENTATION SUPPORTING THE FACTUAL BASIS OF THE CLAIM including items used in valuing said claim. Contractor shall be required to certify under penalty of perjury the validity and accuracy of any claims submitted. Contractor's failure to notify the District within such ten (10) day period shall be deemed a waiver and relinquishment of the claim against the District.

- D. Expenses of reconstruction and/or costs to replace and/or repair damaged materials and supplies, provided that Contractor is not fully compensated for such expenses and/or costs by insurance or otherwise, shall be included in an increase to the GMP if said expenses are the result of the negligent acts or omissions of the District, or its principals, agents, servants, or employees.

SECTION 11. NOT USED

SECTION 12. PERSONNEL ASSIGNMENT

- A. Contractor shall assign TBD as Project Manager/Superintendent for the Project. So long as TBD remains in the employ of Contractor, such person shall not be changed or substituted from the Project, or cease to be fully committed to the Project except as provided in this Section. In the event Contractor deems it necessary, Contractor shall replace the manager and/or the superintendent for the Project with a replacement with like qualifications and experience, subject to the prior written consent of the District, which consent shall not be unreasonably withheld. Any violation of the terms of paragraph A of this Section 12 shall entitle the District to terminate this Agreement for breach, pursuant to the provisions of the General Conditions.
- B. Notwithstanding the foregoing provisions of paragraph A of Section 12, above, if any manager and/or superintendent proves not to be satisfactory to the District, upon written notice from the District to Contractor, such person(s) shall be promptly replaced by a person who is acceptable to the District in accordance with the following procedures: Within five (5) business days after receipt of a notice from the District requesting replacement of any manager and/or superintendent or discovery by Contractor that any manager and/or superintendent is leaving their employ, as the case may be, Contractor shall provide the District with the name of an acceptable replacement/substitution together with such information as the District may reasonably request about such replacement/substitution. The replacement/substitution shall commence work on the Project no later than five (5)

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business days following the District's approval of such replacement, which approval shall not be unreasonably withheld. If the District and Contractor cannot agree as to the replacement/substitution, the District shall be entitled to terminate this Agreement for breach pursuant to the provisions of the General Conditions.

SECTION 13. BONDING REQUIREMENTS

Contractor shall fully comply with the requirements set forth in Section 6.9 of the General Conditions.

SECTION 14. PAYMENTS TO CONTRACTOR

- A. Contractor shall finance the cost of construction of the Project which costs shall not exceed the GMP, which shall not be adjusted except as otherwise provided in this Agreement. The District shall pay Contractor Tenant Improvement Payments and Sublease Payments pursuant to the terms and conditions of Section 6 of the Sublease. In the event of a dispute between the District and Contractor, the District may withhold from the Tenant Improvement Payments and the Sublease Payments an amount not to exceed one hundred fifty percent (150%) of the disputed amount.
- B. This Agreement is subject to the provisions of California Public Contract Code Sections 7107, 7201 and 20104.50 as they may from time to time be amended.
- C. For purposes of this Agreement, the acceptance by the District means acceptance made only by an action of the governing body of the District in session. Acceptance by Contractor of the final Tenant Improvement Payment or the Sublease Payment, as the case may be, shall constitute a waiver of all claims against the District related to those amounts.

SECTION 15. CONTRACTOR'S CONTINUING RESPONSIBILITY

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

SECTION 16. INSURANCE

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

SECTION 17. USE OF PREMISES

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

SECTION 18. SITE REPRESENTATIONS

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

SECTION 19. HAZARDOUS WASTE AND UNKNOWN PHYSICAL CONDITIONS

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

- A. If the District has identified the presence of hazardous materials on or in proximity to the Site (the "Pre-existing Hazardous Materials"), Contractor shall review all information provided by the District that characterizes the Pre-existing Hazardous Materials and shall take the actions approved by DTSC and issued by the District necessary to address the Pre-existing Hazardous Materials in the performance of the work. Contractor shall conduct the work based on this information issued at the time contract documents are executed. Contractor shall immediately communicate, in writing, any variances from available information to the District.
- B. The District will retain an additional independent environmental consultant to perform the investigation, inspection, testing, assessment, sampling and analysis necessary to prepare and recommend a remediation plan for the Pre-existing Hazardous Materials for the District's approval (the "Remediation Plan").

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- C. The District will retain title to all Pre-existing Hazardous Materials encountered during the work. This does not include hazardous material generated by Contractor, including but not limited to used motor oils, lubricants, cleaners, etc. Contractor shall dispose of such hazardous waste in accordance with the provisions of the Contract Documents, as well as local, State and Federal laws and regulations. The District will be shown as the hazardous waste generator and will sign all hazardous waste shipment manifests for non-Contractor generated hazardous waste. Nothing contained within these Contract Documents shall be construed or interpreted as requiring Contractor to assume the status of owner or generator of hazardous waste substances for non-Contractor generated hazardous wastes.
- D. Except as otherwise provided herein, it is the responsibility of Contractor to obtain governmental approvals relating to Hazardous Materials Management, including Federal and State surface water and groundwater discharge permits and permits for recycling and reuse of hazardous materials for all work noted in the contract documents. Contractor shall be responsible for coordinating compliance with such governmental approvals and applicable governmental rules with the District's hazardous materials consultant, including those governing the preparation of waste profiles, waste manifests, and bills of lading. If Contractor encounters hazardous materials, it shall immediately notify the District in writing. The District, Consultant and Contractor shall jointly establish the plan for disposition and actions to be taken with respect to the hazardous materials, subject to final written approval by the District.
- E. If, during construction, Contractor encounters materials, conditions, waste, contaminated groundwater or substances, not identified in the District's assessment report, that Contractor reasonably suspects are hazardous materials, Contractor shall stop the affected portion of the work, secure the area, promptly notify the District, and take reasonable measures to mitigate the impact of such work stoppage. The District shall retain the services of an environmental consultant to perform investigation, inspection, testing, assessment, sampling and analysis of the suspect materials, conditions, waste, groundwater or substances.
- (1) Found Not to be Hazardous Materials. If the environmental consultant determines that the materials, conditions, waste, contaminated groundwater or substances do not constitute hazardous materials, Contractor shall recommence the suspended work.
- (2) Found to be Hazardous Materials. If the environmental consultant determines that the materials, conditions, waste, contaminated groundwater or substances constitute hazardous materials and such hazardous materials require remediation and disposal, then the District, Consultant and Contractor shall jointly establish the plan for disposition and actions to be taken with respect to the hazardous

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materials, subject to final written approval by the District. All such costs shall be the responsibility of the District.

F. Exacerbation of Pre-Existing Hazardous Materials.

If during construction Contractor encounters pre-existing environmental conditions that it knew or should have known involve hazardous materials (the "Point of Discovery") (which encounters may include an unavoidable release or releases of hazardous materials) then Contractor must immediately stop the affected portion of the work. If Contractor fails to immediately stop the affected portion of the work after the Point of Discovery, then Contractor is solely responsible for any resultant Exacerbation Cost. "Exacerbate," in all its forms, means the worsening effects of Contractor's failure to stop the affected portion of work after the Point of Discovery. "Exacerbation Cost" means the differential between (i) the actual increase in the cost of remediation and delays to the Project attributable to pre-existing environmental conditions involving hazardous substances, and (ii) the cost thereof or delays thereto had Contractor immediately stopped the affected portion of the work after the Point of Discovery. The standard of "should have known" applies to Contractor's supervisory personnel, whether or not on the Site. Contractor's supervisory personnel must have had the hazardous material training required by applicable OSHA and Cal OSHA rules or regulations.

SECTION 20. INDEPENDENT CONTRACTOR

- A. Contractor is retained as an independent contractor and is not employed by the District. No employee or agent of Contractor shall become, or be considered to be, an employee of the District for any purpose. It is agreed that the District is interested only in the results obtained from service under this Agreement and that Contractor shall perform as an independent contractor with sole control of the manner and means of performing the services required under this Agreement. Contractor shall complete this Agreement according to its own methods of work which shall be in the exclusive charge and control of Contractor and which shall not be subject to control or supervision by the District except as to results of the work. It is expressly understood and agreed that Contractor and its employees shall in no event be entitled to any benefits to which the District employees are entitled, including, but not limited to, overtime, retirement benefits, insurance, vacation, worker's compensation benefits, sick or injury leave or other benefits.
- B. Contractor shall be responsible for all salaries, payments, and benefits for all of its officers, agents, and employees in performing services pursuant to this Agreement.

SECTION 21. ACCOUNTING RECORDS

Contractor, and all Subcontractors, shall check all materials, equipment and labor entering into the work and shall keep or cause to be kept such full and detailed accounts as may be necessary for proper financial management under this Agreement, including true and complete books, records and accounts of all financial transactions in the course of their activities and operations related to the Project. These documents include sales slips, invoices, payrolls, personnel records, requests for Subcontractor payment, and other data relating to all matters covered by the Contract Documents (the "Data"). The Data shall be maintained for ten (10) years from the latest expiration of the term (as such may be extended) of any of the Contract Documents. Contractor shall use its best efforts to cause its Subcontractors to keep or cause to be kept true and complete books, records and accounts of all financial transactions in the course of its activities and operations related to the Project. Upon completion of the Project, Contractor shall provide the District with one (1) complete copy of the Data.

The District, at its own costs, shall have the right to review and audit, upon reasonable notice, the books and records of Contractor and any Subcontractors concerning any monies associated with the Project.

SECTION 22. PERSONAL LIABILITY

Neither the trustees, officers, employees, or agents of District, the District's representative, or Architect shall be personally responsible for any liability arising under the Contract Documents.

SECTION 23. AGREEMENT MODIFICATIONS

No waiver, alteration or modification of any of the provisions of this Agreement shall be binding upon either the District or Contractor unless the same shall be in writing and signed by both the District and Contractor.

SECTION 24. NOTICES

Any notices or filings required to be given or made under this Agreement shall be served, given or made in writing upon the District or Contractor, as the case may be, by personal delivery or registered mail (with a copy sent via fax or regular mail) to the respective addresses given below or at such other address as such party may provide in accordance with the provisions herein. Any change in the addresses noted herein shall not be binding upon the other party unless preceded by no less than thirty (30) days prior written notice.

If to Contractor:

Bernards
555 First Street
San Fernando, CA 91340
Attn: Rick Fochtman

If to the District:

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

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

And with an additional copy to Scott Burkett,
Caldwell Flores Winters, Inc.
6425 Christie Ave., Suite 270
Emeryville, CA 94608

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

SECTION 25. ASSIGNMENT

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

SECTION 26. PROVISIONS REQUIRED BY LAW

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

SECTION 27. HEADINGS

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

SECTION 28. APPLICABLE LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of California. The parties irrevocably agree that any action, suit or proceeding by or among the District and Contractor shall be brought in whichever of the Superior Courts of the State of California, Ventura County, or the Federal Court for the Central District of California in Los Angeles, California, has subject matter jurisdiction over the dispute and waive any objection that they may now or hereafter have regarding the choice of forum whether on personal jurisdiction, venue, forum non conveniens or on any other ground.

SECTION 29. SUCCESSION OF RIGHTS AND OBLIGATIONS

All rights and obligations under this Agreement shall inure to and be binding upon the successors and assigns of the parties hereto.

SECTION 30. NOTIFICATION OF THIRD PARTY CLAIMS

The District shall provide Contractor with timely notification of the receipt by the District of any third-party claim relating to this Agreement, and the District may charge back to Contractor the cost of any such notification.

SECTION 31. SEVERABILITY

If any one or more of the terms, covenants or conditions of this Agreement shall to any extent be declared invalid, unenforceable, void or voidable for any reason whatsoever by a court of competent jurisdiction, the finding or order or decree of which becomes final, none of the remaining terms, provisions, covenants and conditions of the Contract Documents shall be affected thereby, and each provision of the Contract Documents shall be valid and enforceable to the fullest extent permitted by law.

SECTION 32. ENTIRE AGREEMENT

This Construction Services Agreement and the additional Contract Documents as defined in paragraph C of Section 1 herein, including the Site Lease, the Sublease, and the Specifications, drawings, and plans constitute the entire agreement between Contractor and the

District. The Contract Documents shall not be amended, altered, changed, modified or terminated without the written consent of both parties hereto, except as otherwise provided in Section 10 hereof.

SECTION 33. EXECUTION IN COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument.

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

CONTRACTOR:

Bernards
555 First Street
San Fernando, CA 91340
Rick Fochtman, Vice President

THE DISTRICT:

Oxnard School District,
a California school district
1051 South A Street
Oxnard, California 93030
Lisa A. Franz, Director, Purchasing

By: Rick Falt
Title: Executive VP
Date: 6.30.2017

By: Lisa A. Franz
Title: Director, Purchasing
Date: 8-11-17

#17-41

EXHIBIT A

Scope of Work (Plans & Specifications)

To be Designed and Approved by the Division of State Architects of the
State of California

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OXNARD SCHOOL DISTRICT

McKinna Elementary School Project

CONSTRUCTION SERVICES AGREEMENT

June 21st, 2017

EXHIBIT B

Oxnard School District – McKinna ES Project

Preconstruction Services

The District desires to retain a professional construction firm (hereafter "CONTRACTOR") to provide certain professional pre-construction services related to the Project plans and specifications for the purpose of designing the project to budget and eliminating unforeseen circumstances, errors, omissions and ambiguities in the construction documents prepared by the Architect. The fee for this set of services will be **Two Hundred Twenty-Nine Thousand Three Hundred Twenty-two and No Hundredths (\$229,322.00)**, to be paid monthly on a design progress basis.

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

1. Professional Construction Cost-Estimation Services

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

2. Professional Constructability Review

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

3. Value Engineering Services

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

4. Building Information Modeling (BIM) Services

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

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

5. Construction Scheduling Services

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

6. Cooperation and Attendance at Design Meetings

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

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

7. Schedule for Pre-Construction Services.

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

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

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

CONTRACTOR:

THE DISTRICT:

Oxnard School District,
a California school district

By: Rich Foeltz

By: Lisa A. Franz

Title: Executive Vice President

Title: Lisa A. Franz, Director, Purchasing

Date: 6.30.2017

Date: 8-11-17

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna **Date of Meeting:** June 24, 2020

Agenda Section: Section C: Special Education Agreement

Ratification of Amendment #2 to Agreement #19-205 with Casa Pacifica, Non-Public School, NPS (DeGenna)

At the Board Meeting of April 1, 2020, the Board of Trustees ratified Agreement #19-205 with Casa Pacifica, NPS to provide Non-Public School (NPS) services for student JCM032007, for the 2019-2020 school year, including Extended School year, in the amount of \$25,833.00.

At the Board meeting of May 20, 2020, the Board of Trustees ratified Amendment #1, in the amount of \$36,517.32, to add intensive individual services during the school day for the 2019-2020 school year, including Extended School year, as well as speech and language services, for a new total agreement amount of \$62,350.32.

After the Board meeting of May 20, 2020, it was discovered that the additional services and amount in Amendment #1 did not include Extended School year as stated.

Amendment # 2, in the amount of \$3,188.76, will add Speech and Language Services, as well as intensive individual services for the Extended School year, for a new total agreement amount of \$65,539.08.

FISCAL IMPACT:

\$3,188.76 - Special Education Funds

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Educational Services that the Board of Trustees ratify Amendment #2 to Agreement #19-205 with Casa Pacifica School, NPS in the amount not to exceed \$3,188.76.

ADDITIONAL MATERIALS:

Attached: [Amendment #2 \(1 Page\)](#)
[Amendment #1 \(1 Page\)](#)
[Agreement #19-205, Casa Pacifica School, NPS \(4 Pages\)](#)

**Amendment #2 to Agreement #19-205 with
Casa Pacifica, NPS
June 24, 2020**

At the Board Meeting of April 1, 2020, the Board of Trustees ratified Agreement #19-205 with Casa Pacifica, NPS to provide Non-Public School (NPS) services for student JCM032007, for the 2019-2020 school year, including Extended School year, in the amount of \$25,833.00.

At the Board meeting of May 20, 2020, the Board of Trustees ratified Amendment #1, in the amount of \$36,517.32, to add intensive individual services during the school day for the 2019-2020 school year, including Extended School year, as well as speech and language services, for a new total agreement amount of \$62,350.32.

After the Board meeting of May 20, 2020, it was discovered that the additional services and amount in Amendment #1 did not include Extended School year as stated.

Amendment # 2, in the amount of \$3,188.76, will add Speech and Language Services, as well as intensive individual services for the Extended School year, for a new total agreement amount of \$65,539.08.

CASA PACIFICA, NPS SCHOOL:

By: _____
Carlye Garcia, Contracts Manager

Date: _____

OXNARD SCHOOL DISTRICT:

By: _____
Lisa A. Franz, Director, Purchasing

Date: _____

**Amendment #1 to Agreement #19-205 with
Casa Pacifica, NPS
May 20, 2020**

At the Board Meeting of April 1, 2020, the Board of Trustees ratified Agreement #19-205 with Casa Pacifica, NPS to provide Non-Public School (NPS) services for student **JM032007**, for the 2019-2020 school year, including Extended School year, in the amount of \$25,833.00.

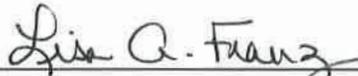
Amendment # 1, in the amount of \$36,517.32, is required to add intensive individual services during the school day for the 2019-2020 school year, including Extended School year, as well as speech and language services, for a new total agreement amount of \$62,350.32.

CASA PACIFICA, NPS SCHOOL:

By: 
Carlye Garcia, Contracts Manager

Date: 5/7/2020

OXNARD SCHOOL DISTRICT:

By: 
Lisa A. Franz, Director, Purchasing

Date: 6-4-2020



OXNARD SCHOOL DISTRICT

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

AGREEMENT FOR NONPUBLIC, NONSECTARIAN SCHOOLING

AGREEMENT #19-205

THIS AGREEMENT, made and entered into this 1st day of April 2020, 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: JCM032007

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 **2019-2020** school year at a daily rate of \$185.00 for 109 days; and a \$52 daily rate for round trip transportation for 109 days; this includes 20 days of extended school year through July 10, 2020; total services not to exceed **\$25,833.00.**
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 #19-205

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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 **\$25,833.00** for **Student: JCM032007**

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 #19-205

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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 #19-205

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

Date

Lisa A. Franz, Director, Purchasing
Oxnard School District

Date

Carlye Garcia, Contracts Manager
Casa Pacifica School, Nonpublic, Nonsectarian School

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna **Date of Meeting:** June 24, 2020

Agenda Section: Section C: Special Education Agreement

Ratification of Agreement #19-210, Ventura County Office of Education (DeGenna)

It is recommended that the Board of Trustees ratify the service agreements 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), including Extended School Year.

Student: SC102507

FISCAL IMPACT:

\$41,334.15 – Special Education Funds

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Agreement #19-210 with VCOE for Paraeducator services in the amount not to exceed \$41,334.15.

ADDITIONAL MATERIALS:

Attached: [Agreement #19-210, Ventura County Office of Education \(2 Pages\)](#)



AGREEMENT

For Paraeducator Performing Special Circumstance Educational Support

This Agreement, effective **October 11, 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, SC102507, 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 support during the day for 330 minutes daily and during transportation for 60 minutes daily for a total of 390 minutes daily. ESY will be provided at 240 minutes daily in the classroom and 60 minutes daily during transportation for a total of 300 minutes daily.

4. DISTRICT acknowledges that certain types of expenses will continue to accrue during periods of student's absence from school, including but not limited to salary and benefits of staff providing the exceptional service(s). DISTRICT further acknowledges that if the exceptional service(s) includes the service(s) of SUPERINTENDENT's employee(s), 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 10/11/2019 (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>2019-2020</u> 10/11/2019-5/13/2020	UPCOMING: <u>2020-2021</u>
TOTAL ESTIMATED COSTS:	\$ <u>33,462.00</u>	+ \$ _____

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

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

OXNARD SCHOOL DISTRICT

Signature (DOR Authorized Representative)

VENTURA COUNTY OFFICE OF EDUCATION

Accepted By: [Signature]
Special Education Authorized Representative

Title: Director, Purchasing

Approved By: _____
VCOE Business Services Authorized Representative

Date: _____

Date: _____

Estimated Cost \$ 33,462.00

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



AGREEMENT

For Paraeducator Performing Special Circumstance Educational Support

This Agreement, effective **May 14, 2020** 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, SC102507, 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 support during the day for 330 minutes daily and during transportation for 60 minutes daily for a total of 390 minutes daily. ESY will be provided at 240 minutes daily in the classroom and 60 minutes daily during transportation for a total of 300 minutes daily.

4. DISTRICT acknowledges that certain types of expenses will continue to accrue during periods of student's absence from school, including but not limited to salary and benefits of staff providing the exceptional service(s). DISTRICT further acknowledges that if the exceptional service(s) includes the service(s) of SUPERINTENDENT's employee(s), 45 days' notice is required to layoff an employee for lack of work. Therefore, in the event the student unexpectedly leaves SUPERINTENDENT's program, SUPERINTENDENT will make every attempt to re-assign any staff involved in providing the exceptional service(s); however, if that is not possible, DISTRICT will reimburse SUPERINTENDENT for expense incurred throughout the layoff notice period.
5. DISTRICT does hereby agree to defend, indemnify and hold harmless the SUPERINTENDENT, the Ventura County Board of Education, and its officers, and employees from any and all claims, demands, liabilities, expenses (including attorneys' fees and costs of defense) arising as a result of SUPERINTENDENT's obligations under this agreement. However, this indemnification shall not apply if it is ultimately adjudicated that such claim, demand, liability or expense arose out of the sole negligence of the SUPERINTENDENT.
6. The term of this contract shall begin 5/14/2020 (IEP date~5/13/2020) 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>2019-2020</u> 5/14/2020-6/10/2020 (ESY: 6/15/2020-6/30/2020)	UPCOMING: <u>2020-2021</u> (ESY: 7/1/2020-7/10/2020) 8/12/2020-5/13/2021
TOTAL ESTIMATED COSTS:	\$ <u>7,872.15</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

Signature (DOR Authorized Representative)

VENTURA COUNTY OFFICE OF EDUCATION

Accepted By: [Signature]
Special Education Authorized Representative

Title: Director, Purchasing

Approved By: _____
VCOE Business Services Authorized Representative

Date: _____

Date: _____

Estimated Cost \$ 7,872.15

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna **Date of Meeting:** June 24, 2020

Agenda Section: Section C: Special Education Agreement

Ratification of Agreement #19-211 – Fillmore Unified School District for Oxnard School District to provide DHH Services (DeGenna)

Oxnard School District will provide services for Fillmore Unified School District student #HZ071413 for the 2019-2020 school year, including Extended School Year (ESY). Oxnard School District will provide a program of instruction which is consistent with the pupil's individual educational plan as specified in the Individual Service Agreement.

FISCAL IMPACT:

Oxnard School District will receive the following reimbursement:

Tuition Base Rate for 69 days: \$14,358.00 - \$3,995.97 (*ADA) = \$10,362.03

Extended School Yr. (ESY): \$128.00 per diem x 20 days = \$2,560.00

Transportation: Responsibility of District of Residence

*Oxnard School District shall calculate and claim the Average Daily Attendance (ADA) due for educating Student while placed in OSD and receiving exceptional services.

Grand Total: \$12,922.03

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Agreement #19-211 with Fillmore Unified School District.

ADDITIONAL MATERIALS:

Attached: [Agreement #19-211, Fillmore Unified School District \(3 Pages\)](#)



INDIVIDUAL SERVICE AGREEMENT

This Individual Service Agreement ("Agreement"), effective 2-27-20 is made by and between the Oxnard School District and the Fillmore Unified School District ("District of Residence").

1. Under this Agreement Oxnard School District shall provide or arrange to provide exceptional service(s) for **HZ071413**, a Special Education pupil ("Student") who is a resident of Fillmore Unified School District.
2. Oxnard School District agrees to provide for the exceptional service(s) of such Student as authorized by district of residence or its designee and in agreement with the Oxnard School District consistent with Student's individualized education program ("IEP").
3. FILLMORE UNIFIED SCHOOL DISTRICT shall reimburse OXNARD SCHOOL DISTRICT the actual cost of providing the exceptional service(s) through direct bill back invoiced on a monthly basis.

Authorized exceptional service(s) shall consist of:

2019-2020 Base Rate for Deaf and Hard of Hearing Classroom for 69 days = **\$14,358.00** (*Includes a one-time **\$1,700.00 per student cost for Personal Equipment Setup for above named student.**)

*Students who remain with the District from year to year will receive a \$1,700.00 discount in subsequent years for the one-time Personal Equip Setup fee.

Included in the Base Rate is: classroom teacher, paraprofessional, Psych evaluation, speech services (based on an average of 3 times a week, 30 minutes) and indirect costs.

Any additional Designated Instruction Services required that exceed the Base Rate of Service will be billed directly to the district of residence at a rate of:

- Speech 60 minutes per week: \$101.00 per hour
- Counseling Services: \$105.00 per hour
- Occupational Therapy (Nonpublic Agency provided): \$101.00 per hour
- 1:1 Paraprofessional will be charged at rate of assigned Para
- Psychologist services: \$107.00 per hour
- ESY Rate: \$128.00 per diem
- One time Equipment Fee, \$1,700 (Future fees dependent on actual cost)
- Equipment Upgrades – charged at cost of specialized equipment
- Other \$ _____

Student: HZ071413

Services:

Base Rate for 69 days: **\$14,358.00 – \$3,995.97 = \$10,362.03**
 Extended School Yr. (ESY): \$128.00 per diem x 20 days = \$2,560.00

*Oxnard School District shall calculate and claim the Average Daily Attendance (ADA) due for educating Student while placed in the Oxnard School District while receiving exceptional service(s).

FISCAL YEAR-based on IEP date: CURRENT: 2019-2020

UPCOMING: 2020-2021

Total: **\$12,922.03**

All transportation costs and services are the responsibility of the district of residence.

Audiology Services will continue to be provided by the VCOE and will be billed to the district of residence by the SELPA.

Oxnard School District shall calculate and claim Medi-Cal reimbursement, if any, for educating Student while placed in the Oxnard School District program.

The costs of the exceptional service(s) may be unilaterally adjusted upwards by Oxnard School District at the start of

each school year, but only provided that: (a) the amount of the increase does not exceed 5% of the fee for the previous year; and (b) Oxnard School District notifies Fillmore Unified School District on or before June 30th of the fiscal year prior to the fee increase.

The annual fee may be adjusted upwards or downwards at any time and in any amount as may be mutually agreed upon, in writing, by the parties.

Payment for the exceptional service(s) is due within 30 days of receipt of the monthly invoice.

4. The term of this Agreement shall begin 2019-2020 (*IEP or placement date*), and continue thereafter on a continuing basis until the IEP of said Student is modified changing the placement of Student or until Student's district of residence changes. Either party may terminate this Agreement, for any reason and without cause, at any time, by providing 45 calendar days' advance written notice to the other party. However, each party agrees to comply with any "stay put" order issued by the Office of Administrative Hearings ("OAH") or stipulated to between the parties of a fair hearing.

Regardless of the forgoing, either party may terminate this Agreement for breach by the other party after 45-days' written notice affording an opportunity to cure the breach.

5. The parties agree that Oxnard School District, in performing the services specified in this Agreement, shall act as an independent contractor. Except as specified in this Agreement or Student's IEP, Oxnard School District shall determine the means and methods for carrying out the work to achieve the result required consistent with applicable law and the terms of the IEP. Oxnard School District shall be free to contract for similar services to be performed while under contract with other educational entities, provided that Oxnard School District will not accept such engagements which interfere with performance under this Agreement. Oxnard School District personnel are not entitled to participate in any pension plan, insurance, bonus or similar benefits the District of Residence provides for its employees.

Any employees, assistants or independent contractors retained by Oxnard School District to perform the services required by this Agreement shall be the responsibility of the Oxnard School District. The Oxnard School District shall determine the hours during which the service shall be performed and the sequence of tasks, subject to the reasonable business needs of the District of Residence and the IEP requirements.

6. Pupil suspension may be implemented by the administrator of the site at which Student is placed. All suspensions must conform to the requirements of California Education Code section 48900, et seq., and Title 20, United States Code, section 1415(k).

A 45-school day interim alternative educational setting may be initiated by either the site administrator or the District of Residence. All 45-day removals must comply with Title 20, United States Code, section 1415(k).

A manifestation determination IEP meeting may be initiated by the administrator of the site at which Student is placed or by the District of Residence.

Pupil expulsions may only be initiated by the District of Residence. The Oxnard School District will comply with any interim alternative placement setting decision made by the District of Residence.

Both parties will comply with the "stay put" provisions of Title 20, United States Code, section 1415(j).

7. It shall be the responsibility of DISTRICT OF RESIDENCE to notify Oxnard School District of any change in district of residence or change in the IEP that would affect this contract.
8. Each party agrees to defend, hold harmless, and indemnify the other party (and the other party's officers, employees, trustees, agents, successors, and assigns) against all claims, suits, expenses (including reasonable attorneys' fees), losses, penalties, fines, costs, and liability whether in contract, tort, or strict liability (including, but not limited to, personal injury, death at any time, and property damage) arising out of or made necessary by (a) the indemnifying party's breach of the terms of this Agreement; and (b) the act or omission of the indemnifying party, its employees, officers, agents, and assigns in connection with the performance of this Agreement.

In the event any action or proceeding is brought against either party by reason of any claim or demand discussed in this section, upon notice from the other party, the indemnifying party shall defend the action or proceeding, at the indemnifying party's expense, through counsel reasonably satisfactory to the other party. The obligation to indemnify set forth in this section shall include reasonable attorneys' fees and investigation costs and all other reasonable costs, expenses, and liabilities from the first notice that any claim or demand is to be made.

The indemnifying party's obligations under this section shall apply regardless of whether the other party (or any of its officers, employees, trustees, or agents) is actively or passively negligent, but shall not apply to any loss, liability, fine, penalty, forfeiture, cost, or damage determined by an arbitrator or court of competent jurisdiction to be caused by the sole active negligence or willful misconduct of the other party, its officers, employees, trustees, or agents.

9. The legal defense of any special education due process case/complaint against the Oxnard School District regarding Student is the responsibility of and shall be funded by the District of Residence. Any subsequent award or settlement including, but not limited to, compensatory education, prospective placement, and/or reimbursement shall be the primary responsibility of and funded by the District of Residence.

This provision does not preclude the District of Residence from proceeding against the Oxnard School District under contract or tort law in another venue, such as before the California Department of Education, an arbitration panel, the California Superior Court or the Federal District Court.

The defense of any California Department of Education complaint or United States Department of Education, and/or Office for Civil Rights complaint against the Oxnard School District in regard to Student is the responsibility of and shall be funded by the District of Residence. Any corrective action required in response to such a complaint is the responsibility of the District of Residence.

This provision also does not preclude the District of Residence from proceeding against the Oxnard School District under contract or tort law in another venue, such as before the California Department of Education, an arbitration panel, the California Superior Court or the Federal District Court.

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

Fillmore Unified School District:

Oxnard School District:

Signature

Signature

Typed Name/Title

Lisa A. Franz

Typed Name/Title

Date

Date

Total Cost: \$12,922.03

SCOPE OF SERVICES

The scope of services provided also includes, but is not limited to: (A) scheduling and participation in IEP meetings for the **Fillmore Unified School District** pupils being served in the Oxnard program; (B) assessment plans and assessment of the **Fillmore Unified School District** children being served in the Oxnard program; (C) drafting appropriate goals and objectives, as applicable; (D) implementing and monitoring goals and objectives; (E) preparing all customary documentation and reports, including assessment reports and behavioral emergency reports, as may be required by either party or by law; (F) collaborating with teachers, administrators, and other persons providing services to the children being served; (G) administering all assessments as may be required by law or which may be necessary to provide FAPE to **Fillmore Unified School District** pupils being served in the Oxnard program; (L) providing to **Fillmore Unified School District** pupils related services required by his or her IEP, including S&L, OT, APE, PT, RSP, DIS counseling, AT as may be required by a **Fillmore Unified School District** pupil's IEP; and (M) classroom Instructional aides or behavioral aides (other than one-on-one aides), as may be necessary;

The scope of services does not include: (A) daily transportation to and from the Oxnard program; (B) independent assessments requested by parents or guardians; (C) providing the legal defense of due process claims, including the cost of outside experts for the purpose of advising and testifying; (d) providing the legal defense of California Department of Education or Office for Civil Rights complaints; and (E) one-on-one behavioral, instructional or health aides; and (F) NCLB supplemental education services.

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna **Date of Meeting:** June 24, 2020

Agenda Section: Section C: Special Education Agreement

Ratification of Agreement #19-212 – Devereaux Advanced Behavioral Health (DeGenna)

Requesting ratification for Non Public School (NPS) services for the student listed below for the 2019-2020 school year, including Extended School Year (ESY), beginning March 9, 2020. The Non Public School will provide a program of instruction which is consistent with the pupil's individual educational plan as specified in the Individual Service Agreement

Student: AE021507 (7th Gr.)

FISCAL IMPACT:

Oxnard School District will receive the following reimbursement:

Tuition 7th Gr.:	\$166.22 per diem rate x 1 student x 67 days = \$11,136.74
Room & Board:	\$245.22 per diem rate x 114 days = \$27,955.08
Mental Health:	\$143.10 per diem rate x 114 days = \$16,313.40
Grand Total:	\$55,405.22

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Agreement #19-212 with Devereaux Advanced Behavioral Health.

ADDITIONAL MATERIALS:

Attached: [Agreement #19-212, Devereaux Advanced Behavioral Health \(13 Pages\)](#)
[Fee Schedule \(1 Page\)](#)
[Calendar \(1 Page\)](#)

OXNARD SCHOOL DISTRICT

Agreement #19-212

AGREEMENT FOR CONSULTANT SERVICES

This Agreement for Consultant Services (“Agreement”) is entered into as of this 24th day of June 2020 by and between the Oxnard School District (“District”) and Devereaux Advanced Behavioral Health (“Consultant”). District and Consultant are sometimes hereinafter individually referred to as “Party” and hereinafter collectively referred to as the “Parties”.

RECITALS

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

OPERATIVE PROVISIONS

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

- Incorporation of Recitals and Exhibits.** The Recitals set forth above and all exhibits attached to this Agreement, as hereafter amended, are incorporated by this reference as if fully set forth herein.
- Term of Agreement.** Subject to earlier termination as provided below, this Agreement shall remain in effect from **March 9, 2020** through **July 31, 2020** (the “Term”). This Agreement may be extended only by amendment, signed by the Parties, prior to the expiration of the Term.
- Time for Performance.** The scope of services set forth in Exhibit A shall be completed during the Term pursuant to the schedule specified Exhibit A. Should the scope of services not be completed pursuant to that schedule, the Consultant shall be deemed to be in Default as provided below. The District, in its sole discretion, may choose not to enforce the Default provisions of this Agreement and may instead allow Consultant to continue performing the Services.
- Compensation and Method of Payment.** Subject to any limitations set forth below or elsewhere in this Agreement, District agrees to pay Consultant the amounts specified in Exhibit B “Compensation”. The total compensation, including reimbursement for actual expenses, shall not exceed Fifty-Five Thousand Four Hundred Five Dollars and Twenty-Two Cents (\$55,405.22), unless additional compensation is approved in writing by the District.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

_____ (Initials)

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

_____ (Initials)

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

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

_____ (Initials)

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

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

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

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

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

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

21. **Indemnification.**

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

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

_____ (Initials)

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

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

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

To District: Oxnard School District
1051 South A Street
Oxnard, California, 93030
Attention: Dr. Anabolena DeGenna
Phone: 805.385.1501 x2175
Fax: 805.487.9648

To Consultant: Devereaux Advanced Behavioral Health
1150 Devereaux Drive
League City, TX 77573
Attention: Penny Milner
Phone: (281) 316.5433
Fax: (281) 554.7447

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

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

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

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

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

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

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

OXNARD SCHOOL DISTRICT:

DEVEREAUX ADVANCED BEHAVIORAL HEALTH:

Signature

Signature

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

Typed Name/Title

Date

Date

Tax Identification Number: 95-6002318

Tax Identification Number: _____

- Not Project Related
- Project #19-42

EXHIBIT A
TO AGREEMENT FOR CONSULTANT SERVICES #19-212

SERVICES

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

***SEE ATTACHED RATE SHEET AND CALENDAR**

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

N/A

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

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

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

- None.
- See attached list.

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

- None.
- See attached list.

VII. AMENDMENT

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

- Not Project Related
 Project #19-42

EXHIBIT B
TO AGREEMENT FOR CONSULTANT SERVICES #19-212

COMPENSATION

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

Total compensation not to exceed \$55,405.22

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

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

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

IV. The total compensation for the Services shall not exceed \$55,405.22, as provided in Section 4 of this Agreement.

EXHIBIT C
TO AGREEMENT FOR CONSULTANT SERVICES #19-212

INSURANCE

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

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

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

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

(3) Insurance coverage should include:

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

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

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

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

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

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

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

Not Project Related

Project #19-42

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

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

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

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

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

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

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

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

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

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

- Not Project Related
- Project #19-42

EXHIBIT D
TO AGREEMENT FOR CONSULTANT SERVICES #19-212

CONFLICT OF INTEREST CHECK

Bylaws of the Board 9270(BB)E requires that the Superintendent or a designee make a determination, on a case by case basis, concerning whether disclosure will be required from a consultant to comply with the District's Conflict of Interest Code (commencing with Bylaws of the Board 9270 BB).

Consultant's are required to file disclosures when, pursuant to a contract with the District, the Consultant will make certain specified government decisions or will perform the same or substantially the same duties for the District as a staff person would.

The services to be performed by Consultant under the Agreement to which this Exhibit D is attached constitute do not constitute governmental decisions or staff services within the meaning of the Conflict of Interest Code. Therefore, the Consultant, **DEVEREAUX ADVANCED BEHAVIORAL HEALTH**, who will provide Services under the Agreement, is is not subject to disclosure obligations.

Date: _____

By: _____
Lisa A. Franz
Director, Purchasing

SERVICE FEE DESCRIPTION
FOR GREATER LOS ANGELES AREA SELPA's (GLAAS), CALIFORNIA
 FISCAL YEAR JULY 1, 2019 - JUNE 30, 2020

League City Long Term - Units 2 & 3	Per Diem	Days	Annual Cost	Daily	Monthly
Room & Board	\$245.22	366	\$89,750.52		
Mental Health	\$196.34	366	\$71,860.44		
Special Education	\$173.89	200	\$34,778.00		
Total Per Diem			\$196,388.96	\$537.00	\$16,366.00

League City Residential - Units 1, 4, 5 & 6	Per Diem	Days	Annual Cost	Daily	Monthly
Room & Board	\$245.22	366	\$89,750.52		
Mental Health	\$143.10	366	\$52,374.60		
Special Education	\$166.22	200	\$33,244.00		
Total Per Diem			\$175,369.12	\$479.00	\$14,614.00

Related Services - League City Programs	Rate	Frequency			
*One-to-One Supervision	\$25.00	Per Hour			
Speech & Language Services	\$110.00	Per Hour			
Speech & Language Evaluation	\$350.00	Per Evaluation			
Occupational Therapy	\$100.00	Per Hour			
Occupational Therapy Evaluation	\$250.00	Per Evaluation			
Psychological / Education Evaluation	\$850.00	at Provider Cost			

Victoria Children's Program	Per Diem	Days	Annual Cost	Daily	Monthly
Room & Board	\$199.93	366	\$73,174.38		
Mental Health	\$73.88	366	\$27,040.08		
Special Education	\$187.72	200	\$37,544.00		
Total Per Diem			\$137,758.46	\$376.00	\$11,480.00

Victoria Transitional Program	Per Diem	Days	Annual Cost	Daily	Monthly
Room & Board	\$245.22	366	\$89,750.52		
Mental Health	\$43.40	366	\$15,884.40		
Special Education	\$136.50	200	\$27,300.00		
Total Per Diem			\$132,934.92	\$363.00	\$11,078.00

Victoria Enhanced Program	Per Diem	Days	Annual Cost	Daily	Monthly
Room & Board	\$245.22	366	\$89,750.52		
Mental Health	\$717.85	366	\$262,733.10		
Special Education	\$292.64	200	\$58,528.00		
Total Per Diem			\$411,011.62	\$1,123.00	\$34,251.00

Related Services - Victoria Programs	Rate	Frequency			
*One-to-One Supervision	\$25.00	Per Hour			
Speech & Language Services	\$135.00	Per Hour			
Speech & Language Evaluation	\$260.00	Per Evaluation			
Occupational Therapy	\$270.00	Per Hour			
Occupational Therapy Evaluation	\$300.00	Per Evaluation			
Psychological / Education Evaluation	\$850.00	at Provider Cost			

The fee does not cover, and Devereux shall not be responsible for client's medical, pharmacy, dental, vision, medical insurance premiums, personal and clothing expenses, transportation to and from Devereux and other expenses generally considered as being personal to an individual in residential placement. Devereux will provide or obtain transportation for the client to a hospital and/or physician's office when needed.

* Devereux will provide 1:1 supervision when an individual's dangerous behaviors cannot be safely managed without the supervision of a dedicated 1:1 staff member. In these rare instances, 1:1 supervision will begin at the onset of significantly unsafe behaviors. The treatment team will promptly notify the funder of the 1:1 supervision, regularly evaluate for safety, and discontinue 1:1 supervision as soon as possible.

THE DEVEREUX FOUNDATION and DEVEREUX TEXAS TREATMENT NETWORK
Center/Program: Texas - League City Education
GLAAS 200-day School Calendar
FISCAL YEAR 2019/20

Program/RU: 11-2151 **Last Revised:** 1/22/19
Center: 460 **State:** TX

Year 2019

Month	M					T					W					T					School Days	Teacher Vacation Holiday Days	Week End Days	Total Days					
	M	T	W	T	F	M	T	W	T	F	M	T	W	T	F	M	T	W	T	F									
JULY	1	2	3	4	5	8	9	10	11	12	15	16	17	18	19	22	23	24	25	26	29	30	31	10	13	8	31		
AUG				1	2	5	6	7	8	9	12	13	14	15	16	19	20	21	22	23	26	27	28	29	30	10	12	9	31
SEPT	2	3	4	5	6	9	10	11	12	13	16	17	18	19	20	23	24	25	26	27	30					18	3	9	30
OCT		1	2	3	4	7	8	9	10	11	14	15	16	17	18	21	22	23	24	25	28	29	30	31		18	5	8	31
NOV					1	4	5	6	7	8	11	12	13	14	15	18	19	20	21	22	25	26	27	28	29	18	3	9	30
DEC	2	3	4	5	6	9	10	11	12	13	16	17	18	19	20	23	24	25	26	27	30	31				18	4	9	31

Year 2020

Month	M					T					W					T					School Days	Teacher Vacation Holiday Days	Week End Days	Total Days					
	M	T	W	T	F	M	T	W	T	F	M	T	W	T	F	M	T	W	T	F									
JAN			1	2	3	6	7	8	9	10	13	14	15	16	17	20	21	22	23	24	27	28	29	30	31	18	5	8	31
FEB	3	4	5	6	7	10	11	12	13	14	17	18	19	20	21	24	25	26	27	28						18	2	9	29
MAR	2	3	4	5	6	9	10	11	12	13	16	17	18	19	20	23	24	25	26	27	30	31				18	4	9	31
APR			1	2	3	6	7	8	9	10	13	14	15	16	17	20	21	22	23	24	27	28	29	30		18	4	8	30
MAY					1	4	5	6	7	8	11	12	13	14	15	18	19	20	21	22	25	26	27	28	29	18	3	10	31
JUNE	1	2	3	4	5	8	9	10	11	12	15	16	17	18	19	22	23	24	25	26	29	30				18	4	8	30

- S = Regular School Day
- H = Holiday
- V = Vacation or Non-Billable
- T = Teacher
- E = Extended School Day
- W = School Closed due to Emergency (Weather, etc.)

TOTAL July 2019 - June 2020 **200 62 104 366**

CMHC ID NO. **CENSUS** **HYPERION** **RSY: 180**
 2151 - 460CAL16 2151-10 TX5 **ESY: 20**
 2151-60

OSD BOARD AGENDA ITEM

Name of Contributor: Betsy George

Date of Meeting: June 24, 2020

Agenda Section: Section C: Facilities Agreement

Ratification of Work Authorization Letter #14 to NV5 West Inc., for DSA Materials Testing and Special Inspection Services (LOR) for the McKinna Elementary School Reconstruction (George/Miller/CFW)

At the January 15, 2020, regularly scheduled Board Meeting, the Board of Trustees approved Work Authorization Letter #12 (WAL #12) with NV5 West Inc. to provide Geotechnical Engineering Services as well as Special Inspection Services for the McKinna Elementary School Reconstruction Project as required by the Department of State Architect (DSA). WAL #14 is to extend the performance period of the existing professional services contract which currently provides professional Laboratory of Record (LOR) services. The following materials tests and special inspection services are currently being provided under this contract: Compaction, rebar, concrete, batch plant and welding testing and special inspection services at the subject site that includes sampling materials and related laboratory testing of sampled soils and concrete.

The District, in consultation with CFW recommends ratifying Work Authorization Letter #14 to NV5 West Inc. to continue the provision of continuous materials testing and special inspection services through the completion of the McKinna Elementary School Reconstruction Project.

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

Master Agreement: #13-130
Work Authorization Letter: #14
Consultant: NV5 West Inc.
Date Issued: 06/24/2020

FISCAL IMPACT:

Seven Thousand Five Hundred Dollars and Zero Cents (\$7,500.00) to be paid out of the Master Construct and Implementation Funds within the approved project budget paid to NV5 West Inc. under Board approved Master Agreement #13-130.

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Facilities, in conjunction with Caldwell Flores Winters, Inc. that the Board of Trustees ratify WAL #14 for Master Agreement #13-130 with NV5 West, Inc.

ADDITIONAL MATERIALS:

Attached: [Work Authorization Letter #14 \(1 Page\)](#)

Proposal (1 Page)
Master Agreement #13-130, NOLTE (NV5 West Inc.) (29 Pages)

	WORK AUTHORIZATION LETTER		
	GENERAL INFORMATION		
	PROJECT #: SITE NAME: Mc Kinna Elementary School MASTER AGREEMENT #: 13-130 WAL #: 14	DATE: 6/24/2020 DSA # 03-118371 OPSC # VENDOR ID:	
PURSUANT TO MASTER AGREEMENT BETWEEN:			
DISTRICT		CONSULTANT	
OXNARD SCHOOL DISTRICT 1051 South A Street Oxnard, CA 93030 (805) 385-1501		Firm Name: NV5 West Inc Street: 1868 Palma Ave. Suite D City, State, Zip: Ventura, CA 93003 Phone: (805)656-6074	
SCOPE OF SERVICES TO BE PERFORMED UNDER THIS WAL			
<p>NV5 will provide professional services as required by Division of the State Architect Inspections List, as requested by, the Inspector of Record to perform the following materials tests and special inspection services: Compaction, rebar, concrete, batch plant and welding testing and special inspection services at the subject site that includes sampling materials and related laboratory testing of sampled soils and concrete.</p> <p style="text-align: center;">(ATTACH ADDITIONAL PAGES AS NECESSARY)</p>			
SCHEDULE OF SERVICES TO BE PERFORMED UNDER THIS WAL			
START DATE: 2/5/2020		COMPLETION DATE: August 30, 2020 or Project Closeout	
FIXED FEE AMOUNT: Seven Thousand Five Hundred Dollars and Zero Cents (\$7,500.00)			
<p style="text-align: center;"><i>This fee amount is based upon Consultant's proposal dated <u>3/25/20</u> and subsequent negotiations mutually agreed to by all parties</i></p> <p><i>This WAL is inherently a part of the Master Agreement referenced above. It is bound by the general terms and conditions of the Master Agreement. This WAL describes in detail the Consultants specific Scope of Services, agreed upon lump sum fixed fee, agreed upon schedule for completion of Services, and other provisions required to clearly indicate the required Services, and terms of this WAL.</i></p> <p><i>This WAL and associated Master Agreement hereby 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></p>			
IN WITNESS THEREOF, THE PARTIES HAVE AGREED TO AND EXECUTED THIS WAL AS SET FORTH BELOW:			
DISTRICT		CONSULTANT	
OXNARD SCHOOL DISTRICT		CONSULTANT	
(SIGNATURE)	(DATE)	(SIGNATURE)	(DATE)
FOR DISTRICT USE ONLY			
PROJECT MANAGER: Mario Mera P.O. # SOURCE OF FUNDS: <input type="checkbox"/> MEASURE "R" <input type="checkbox"/> DEF. MAINT. <input type="checkbox"/> DEV. FEES <input checked="" type="checkbox"/> OTHER: Master Construct and Implementation Program COST ID: 6280		PREPARED BY: Varun Inapuri P.O. AMOUNT:	
(PM APPROVAL SIGNATURE)		(DATE)	



Change Order No. 02

Date: March 25, 2020
 DSA App. No.: 03-118371
 Job No. 114518-0002341

CLIENT
 OSD c/o Caldwell Flores Winters, Inc.
 1901 S. Victoria Ave., Suite 106
 Oxnard, CA93033

NV5 OFFICE
 NV5 West, Inc.
 1868 Palma Drive, Suite A
 Ventura, CA 93003

JOB DESCRIPTION AND LOCATION

Project: McKinna E.S. Reconstruction
 Address: 1611 South J Street, Oxnard, CA 93033
 P.O. #: P19-00634
 Attn: Mario Mera

Change in Contract Amount for Testing and Inspection Services:

NV5 is currently providing Testing and Inspection Services on the referenced project. Our currently authorized budget of \$213,831.50 has been exceeded, and to date, we have expended \$218,815.38. It is our understanding, after speaking with the Project Inspector Chris Daugherty, that the project is now complete. NV5 is requesting a change in contract to include what has been exceeded along with all remaining close out costs to complete project totaling \$7,500.00.

NV5 appreciates the opportunity to provide consulting, inspection and testing services for the Oxnard School District. If you have any questions or there is any further information that we can provide for you, please contact our office.

Fee For Additional Services Described Above:

Current Contract Amount:	\$ 213,831.50
Total amount this Change In Contract:	\$ 7,500.00
Revised Total Contract/Proposal Amount:	\$ 221,331.50

Respectfully Submitted,
 NV5 WEST, INC.

BY: Carol Harrison
 CAROL HARRISON, CLIENT SERVICE MANAGER

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

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

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shall particularize and describe, among other things, such project(s) for which Consultant is to perform Services, such Services to be performed by Consultant at such project(s), the timeline for the performance of such Services, and the compensation to be paid to Consultant for the performance of such Services.

Term of Agreement. Subject to earlier termination as provided below, this Agreement shall remain in effect from November 13, 2013 through November 12, 2018 (the "Term"). This Agreement may be extended only by amendment, signed by the Parties, prior to the expiration of the Term. Such agreement for extension shall be based upon the showing of good and sufficient cause by Consultant that such extension(s) shall be granted. District shall not be obligated to compensate Consultant for any additional costs if such an extension has been granted to this Agreement. Any provision for additional compensation shall be accommodated via the WAL process as indicated in **Exhibit A**.

5. **Time for Performance.** The scope of the Services set forth in the WAL shall be completed during the Term pursuant to the schedule specified in the WAL. If Services indicated in the WAL cannot be completed within the schedule set forth in the WAL, or if the schedule exceeds the Term of this Agreement, it is the responsibility of Consultant to notify District at least ninety (90) days prior to the expiration of either, with a request for a time extension clearly identifying the cause(s) for the failure to complete the Services within the schedule and/or the Term. Should Consultant fail to provide such notice, and/or the Services not be completed pursuant to that schedule or within the Term, Consultant shall be deemed to be in Default as provided below. District, in its sole discretion, may choose not to enforce the Default provisions of this Agreement and may instead allow Consultant to continue performing the Services.
6. **Additional Services.** Additional Services are services in addition to the Services set forth in the WAL that are provided by Consultant pursuant to a written request by District. Additional Services will require a written request or pre-authorization in writing by District following specific approval of such services by the District Board of Trustees. It is understood and agreed that Consultant shall not perform any Additional Services unless and until Consultant receives specific written approval for such Additional Services from the District Board of Trustees. Any modification of the compensation to be paid to Consultant as a result of Additional Services must be specifically approved in writing by the District Board of Trustees. In the event that the District Board of Trustees approves in writing a modification of the compensation, then Consultant shall be paid for such Additional Services pursuant to Section 8, below. However, it is understood and agreed that if the cause of the Additional Services is the sole or partial responsibility of Consultant, its agents, or any subconsultants or other parties under the charge of Consultant, no additional compensation shall be paid to Consultant. If such conditions exist so as to justify Additional Services as indicated above, which require additional compensation or time in order to be performed, it is the sole responsibility of Consultant to submit a request for Additional Services within ten (10) days of Consultant's discovery of such conditions which require Additional Services. It is understood and agreed that if Consultant performs any services that it claims are Additional Services without receiving prior written approval from the District Board of Trustees, Consultant shall not be paid for such claimed Additional Services.
7. **Compensation and Method of Payment.** This Agreement does not guarantee that District will issue a WAL to Consultant nor does this Agreement guarantee any compensation to Consultant. This Agreement does not create any obligation on the part of District to compensate Consultant absent a WAL indicating compensation due to Consultant once Services are performed. Specific compensation and payment amounts, including approved reimbursable expenses, shall be set forth in the WAL. However, it is understood and agreed that the compensation to be paid to Consultant shall not be in excess of or exceed the rates set forth in **Exhibit B** "Compensation".

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

8. Responsibilities of Consultant:

- a. Consultant shall perform all Services as indicated in this Agreement and the WAL to the satisfaction of District.
- b. The specific Services of Consultant to be performed shall be indicated in the WAL.
- c. Consultant hereby represents and warrants that (a) it is an experienced consultant in the discipline(s) identified in **Exhibit F**, having the skill and the legal and professional ability and the flexibility necessary to perform all of the Services required under this Agreement; (b) it has the capabilities and resources necessary to perform its obligations hereunder; (c) it is familiar with all current laws, rules, regulations and other restrictions which are and may become applicable to the scope of Services under this Agreement, including but not limited to all local ordinances, building codes, and requirements of all Authorities Having Jurisdiction (AHJ) including but not limited to the Division of State Architect (DSA), the Office of Public School Construction (OPSC), the State Facilities Planning Division (SFPD), California Department of Education (CDE), the California Department of General Services (DGS), the Department of Toxic Substances Control (DTSC), the California Environmental Quality Act (CEQA), Title 24 of the California Code of Regulations, the California Education Code, State and Local Fire Authorities, air quality districts, water quality and control boards, and any/all other AHJ; (d) that it will assume full responsibility for all Services performed and all work prepared and furnished to District by its employees, agents, and subconsultants; (e) that it has sufficient financial strength and resources to undertake and complete the Services provided for under this Agreement within the schedule set forth in the WAL; and (f) that it certifies and covenants that all reports, certifications, studies, analyses, and other documents prepared by Consultant shall be prepared in accordance with all applicable laws, rules, regulations, and other requirements in effect at the time of their preparation, or required at their time of submittal to District and or agencies.
- d. Consultant shall follow accepted industry standards and practices and comply with all federal, state, and local laws and ordinances applicable to the Services required by this Agreement and the WAL.

9. Responsibilities of District.

- a. District will prepare and furnish to Consultant upon Consultant's request, such information as is reasonably necessary to the performance of the Services required under this Agreement and the WAL. Consultant understands that all information provided to Consultant remains the property of District and shall only be removed from District's possession/premises and/or be photocopied, reproduced, distributed, or otherwise made available to others if such activities are expressly approved in writing by District and/or the Program Manager. Failure to comply with the above requirements shall be reasonable cause for termination of this Agreement, and may subject Consultant to liability for damages to District.
 - b. If needed by Consultant, District shall provide information as to the requirements and educational program for each project assigned by a WAL, including approved budget and schedule limitations.
 - c. District shall facilitate and coordinate cooperation amongst and between District consultants, including but not limited to architects, construction managers, surveyors, geotechnical engineers, inspectors, testing laboratories, hazardous materials specialists, CEQA/DTSC compliance specialists, technology experts, and any other professional consultants District deems necessary to execute the Facilities Implementation Program. Such coordination shall include the distribution of documentation prepared by individual consultants which may be of service to Consultant in the course of completing the Services.
 - d. District shall facilitate and coordinate cooperation amongst and between District staff and Consultant, as required to complete the Services.
 - e. District shall provide for the timely approval and execution of the WALs, Additional Services requests, invoices, and any other documentation that requires District action in order for Consultant to complete the Services.
10. **Suspension.** District may, for any reason or no reason, in District's sole discretion, suspend all or a portion of this Agreement, the WAL, or the Services by giving ten (10) calendar days written notice of suspension to Consultant. In the event such notice is given, Consultant shall cease immediately all work in progress. If District suspends the Services for a period of ninety (90) consecutive calendar days or more and, in addition, if such suspension is not caused by Consultant or the acts or omissions of Consultant, then if the Services are resumed, Consultant's compensation shall be subject to adjustment to provide for actual direct costs and expenses incurred by Consultant as a direct result of the suspension and resumption by District of the Services.
11. **Termination.** This Agreement, the WAL, or the Services may be terminated at any time by mutual agreement of the Parties or by either Party as follows:
- a. District may terminate all or a portion of this Agreement, the WAL, or the Services without cause at any time by giving ten (10) calendar days written notice of termination to Consultant. In the event such notice is given, Consultant shall cease immediately all work in progress; or
 - b. District may terminate all or a portion of this Agreement, the WAL, or the Services for cause in the event of a Default by giving written notice pursuant to Section 15, below; or
 - c. Consultant may terminate this Agreement or the WAL at any time upon thirty (30) calendar days written notice if District fails to make any undisputed payment to Consultant when due and such failure remains uncured for forty-five (45) calendar days after written notice to District.

12. **Similar or Identical Services.** In the event that this Agreement, the WAL, or any of the Services are terminated in whole or in part as provided herein, District may procure, upon such terms and in such manner as District may determine appropriate, services similar or identical to those terminated to complete any unfinished Services or new services as needed by District.
13. **Inspection and Final Acceptance.** District acceptance of any of work or Services, whether specifically in writing or by virtue of payment, shall not constitute a waiver of any of the provisions of this Agreement or the WAL including, but not limited to, indemnification and insurance provisions.
14. **Default.** Failure of Consultant to perform any Services or comply with any provisions of this Agreement or the WAL constitutes a Default. District may terminate all or any portion of this Agreement, the WAL, or the Services for cause in the event of a Default. The termination shall be effective if Consultant fails to cure such Default within thirty (30) calendar days following issuance of written notice thereof by District, or if the cure by its nature takes longer, fails to commence such cure within thirty (30) calendar days from the date of issuance of the notice and diligently prosecutes such cure to the satisfaction of District. If Consultant has not cured the Default, District may hold all invoices and may choose to proceed with payment on said invoices only after the Default is cured to District's satisfaction. In the alternative, District may, in its sole discretion, during the period before Consultant has cured the Default, elect to pay any portion of outstanding invoices that corresponds to Services satisfactorily rendered. Any failure on the part of District to give notice of Consultant's default shall not be deemed to result in a waiver of District's legal rights or any rights arising out of any provision of this Agreement or the WAL.
 - a. In addition to District's termination rights set forth above, District shall have (i) the right to cure Consultant's Default at Consultant's cost, in which case all amounts expended by District in connection with such cure shall accrue interest from the date incurred until repaid to District by Consultant at the rate of ten percent (10%) per annum; and (ii) all other rights and remedies available to District at law and in equity, including, without limitation, an action for damages. District shall have the right to retain unpaid earned balances to offset damages, and/or charge Consultant for all damages above and beyond unpaid balance of WAL.
15. **Ownership of Documents.** All maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents prepared, developed or discovered by Consultant in the course of providing any Services pursuant to this Agreement or the WAL (collectively and individually, the "Documents") shall become the sole property of District and may be used, reused or otherwise disposed of by District without the permission of Consultant. Upon completion, expiration or termination of this Agreement or the WAL, Consultant shall turn over to District all such Documents.
16. **Use of Documents by District.** If and to the extent that District utilizes for any purpose not related to this Agreement or the WAL any Documents, Consultant's guarantees and warranties related to Standard of Performance under this Agreement or the WAL shall not extend to such use of the Documents.
17. **Consultant's Books and Records.** Consultant shall maintain any and all documents and records demonstrating or relating to Consultant's performance of Services pursuant to this Agreement or the WAL for a minimum of four years after termination or expiration of this Agreement and the WAL, or longer if required by law. Such records shall include at minimum a detailed record of daily performance, staff time records, subconsultants time records, documentation of all costs incurred by Consultant that were billed to District, and detailed records of all Consultant fees, overhead, and profit on earned amounts.

a. Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, or other documents or records evidencing or relating to work, services, expenditures and disbursements charged to District pursuant to this Agreement or the WAL for a minimum of four years, or longer if required by law, all in accordance with generally accepted accounting principles and with sufficient detail so as to permit an accurate evaluation of the Services provided by Consultant pursuant to this Agreement or the WAL.

b. Any and all such records or documents shall be made available for inspection, audit and copying, at any time during regular business hours, upon request by District or its designated representative. Copies of such documents or records shall be provided directly to District for inspection, audit and copying when it is practical to do so; otherwise, unless an alternative is mutually agreed upon, such documents and records shall be made available at Consultant's address indicated for receipt of notices in this Agreement.

c. District has the right to acquire custody of such records by written request if Consultant decides to dissolve or terminate its business. Consultant shall deliver or cause to be delivered all such records and documents to District within sixty (60) days of receipt of the request.

18. **Independent Contractor.** Consultant is retained as an independent contractor and is not employed by District. No employee or agent of Consultant shall become, or be considered to be, an employee of District for any purpose. It is agreed that District is interested only in the results obtained from the Services under this Agreement and the WAL and that Consultant shall perform as an independent contractor with sole control of the manner and means of performing the Services required under this Agreement and the WAL. Consultant shall complete this Agreement and the WAL according to its own methods of work which shall be in the exclusive charge and control of Consultant and which shall not be subject to control or supervision by District except as to results of the Services. Consultant shall provide all of its own supplies, equipment, facilities, materials, manpower, and any/all other resources that may become necessary in the course of completing the Services. It is expressly understood and agreed that Consultant and its employees shall in no event be entitled to any benefits to which District employees are entitled, including, but not limited to, overtime, retirement benefits, insurance, vacation, worker's compensation benefits, sick or injury leave or other benefits. Consultant will be responsible for payment of all of Consultant's employees' wages, payroll taxes, employee benefits and any amounts due for federal and state income taxes and Social Security taxes since these taxes will not be withheld from payments under this Agreement or the WAL.

a. The personnel performing the Services under this Agreement and the WAL on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Consultant, its agents or employees shall not at any time or in any manner represent that Consultant or any of Consultant's officers, employees, or agents are in any manner officials, officers, employees or agents of District.

b. Consultant shall have no authority to bind District in any manner, or to incur any obligation, debt or liability of any kind on behalf of or against District, whether by contract or otherwise, unless such authority is expressly conferred in writing by District, or under this Agreement.

19. **Standard of Performance.** Consultant represents and warrants that it has the skill, qualifications, experience and facilities necessary to properly perform the Services required under this Agreement and the WAL in a thorough, competent and professional manner. Consultant represents and warrants that its employees and subcontractors have all legally required licenses, permits, qualifications and approvals necessary to perform the Services and that all such licenses and approvals shall be maintained throughout the term of this Agreement and the WAL. Consultant shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all Services

described herein and the WAL. In meeting its obligations under this Agreement and the WAL, Consultant shall employ, at a minimum, the standard of care utilized by persons engaged in providing services similar to those required of Consultant under this Agreement and the WAL for California school districts in or around the same geographic area of District (the “Standard of Performance”).

20. **Confidential Information.** All information gained during performance of the Services and all Documents or other work product produced by Consultant in performance of this Agreement and the WAL shall be considered confidential (“confidential information”). Consultant shall not release or disclose any such confidential information, Documents or work product to persons or entities other than District without prior written authorization from the Superintendent of District and/or Program Manager, except as may be required by law. Confidential information does not include information that: (i) Consultant had in its possession prior to considering entering into this Agreement; (ii) becomes public knowledge through no fault of Consultant; (iii) Consultant lawfully acquires from a third party not under an obligation of confidentiality to the disclosing party; or (iv) is independently developed by Consultant without benefit of the information provided by District. In connection with confidential information:

a. Consultant shall promptly notify District if it is served with any summons, complaint, subpoena or other discovery request, court order or other request from any party regarding this Agreement or the WAL or the Services performed hereunder or the WAL.

b. District retains the right, but has no obligation, to represent Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with District and to provide District with the opportunity to review any response to discovery requests provided by Consultant; provided that this does not imply or mean the right by District to control, direct, or rewrite said response.

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

a. Bylaws of the Board 2030(A) E, 2030(B) E and 2030(C) E, as hereinafter amended or renumbered, require that a consultant that qualifies as a “designated employee” must disclose certain financial interests by filing financial interest disclosures. By its initials below, Consultant (i) represents that it has received and reviewed a copy of the Bylaws of the Board 2030(A) E, 2030(B) E and 2030(C) E and that it does does not qualify as a “designated employee”; and (ii) agrees to notify District, in writing, if Consultant believes that it is a “designate employee” and should be filing financial interest disclosures, but has not been previously required to do so by District.

 (Initials)

22. **Compliance with Applicable Laws.** In connection with the Services and its operations, Consultant shall keep itself informed of and comply with all applicable federal, state and local laws, statutes, codes, ordinances, regulations and rules including, but not limited to, minimum wages and/or prohibitions against discrimination, in effect during the Term. Consultant shall obtain any and all licenses, permits and authorizations necessary to perform the Services. Neither District, nor any

elected or appointed boards, officers, officials, employees or agents of District shall be liable, at law or in equity, as a result of any failure of Consultant to comply with this section.

a. Without limiting the generality of the foregoing, Consultant, unless exempted, shall comply with the requirements of Education Code Section 45125.1 with respect to fingerprinting of employees who may have contact with District's pupils. Consultant must complete District's certification form, attached herein as Exhibit E, prior to any of Consultant's employees coming into contact with any of District's pupils. Consultant also agrees to comply with all other operational requirements of District, as may be revised from time to time, including but not limited to any obligations relating to vaccination or testing for infectious diseases.

 (Initials)

23. **Unauthorized Aliens.** Consultant hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. §§ 1101, et seq., as amended, and in connection therewith, shall not employ "unauthorized aliens" as that term is defined in 8 U.S.C.A. §1324a(h)(3). Should Consultant so employ such individuals for the performance of work and/or Services covered by this Agreement or the WAL, and should any liability or sanctions be imposed against District for such employment, Consultant hereby agrees to and shall reimburse District for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by District.
24. **Non-Discrimination.** Consultant shall abide by the applicable provisions of the United States Civil Rights Act of 1964 and other provisions of law prohibiting discrimination and shall not discriminate, in any way, against any person on the basis of race, color, religious creed, national origin, ancestry, sex, sexual orientation, age, physical handicap, medical condition or marital status in connection with or related to the performance of this Agreement or the WAL.
25. **Disabled Veteran Business Enterprise Participation.** Pursuant to Education Code section 17076.11, District has a participation goal for disabled veteran business enterprises (DVBES) of at least three (3) percent, per year, of funds expended each year by District on projects that use funds allocated by the State Allocation Board pursuant to the Leroy F. Greene School Facilities Act. Unless waived in writing by District, Consultant shall provide proof of DVBE compliance, in accordance with any applicable policies of District or the State Allocation Board, within thirty (30) days of its execution of this Agreement
26. **Assignment.** The expertise and experience of Consultant are material considerations for this Agreement and the WAL. District has an interest in the qualifications of and capability of the persons and entities that will fulfill the duties and obligations imposed upon Consultant under this Agreement and the WAL. In recognition of that interest, Consultant shall not assign or transfer this Agreement or any portion of this Agreement or any portion of the WAL or the performance of any of Consultant's duties, Services or obligations under this Agreement or the WAL without the prior written consent of District and approved by District's Board of Trustees. Any attempted assignment shall be ineffective, null and void, and shall constitute a material breach of this Agreement and the WAL entitling District to any and all remedies at law or in equity, including summary termination of this Agreement and the WAL.
27. **Subcontracting.** Notwithstanding the above, Consultant may utilize subcontractors in the performance of its duties pursuant to this Agreement and the WAL, but only with the prior written consent of District. Consultant shall be as fully responsible to District for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by Consultant's subcontractors, as if the acts and omissions were performed by Consultant directly.

28. **District Administrator.** Lisa Franz shall be in charge of administering this Agreement on behalf of District, (the “Administrator”) provided that any written notice or any consent, waiver or approval of District must be signed by the Superintendent or a designated employee of District to be valid. The Administrator has completed Exhibit D “Conflict of Interest Check” attached hereto.

29. **Continuity of Personnel.** Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant’s staff and subcontractors consistent with the staff proposed as part of the Statement of Qualifications, if any, assigned to perform Services under this Agreement and the WAL.

a. Consultant shall provide District and the Administrator a list of all personnel and subcontractors providing Services and shall maintain said list current and up to date at all times during the Term. The list shall include the following information: (1) all full or part-time staff positions by title, including volunteer positions whose direct services are required to provide the Services; (2) a brief description of the functions of each such position and the hours each position works each week or, for part-time positions, each day or month, as appropriate; (3) the professional degree, if applicable, and experience required for each position; and (4) the name of the person responsible for fulfilling the terms of this Agreement and the WAL.

30. **Indemnification.** To the fullest extent permitted by law, Consultant shall defend and indemnify District and its officials, elected board members, employees and agents (“Indemnified Parties”) from and against all claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, its officers, employees, consultants, subcontractors, or agents, pursuant to this Agreement and/or the WAL, but not for any loss, injury, death or damage caused by the active negligence or willful misconduct of any of the Indemnified Parties.

a. Consultant agrees to obtain executed indemnity agreements with provisions identical to the above from each and every subcontractor retained or employed by Consultant in the performance of this Agreement and the WAL. Failure of District to monitor compliance with these requirements imposes no additional obligations on District and will in no way act as a waiver of any rights hereunder. Consultant’s obligation to indemnify and defend District as set forth above is binding on the successors, assigns or heirs of Consultant and shall survive the termination of this Agreement and the WAL.

 (Initials)

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

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

To District: Oxnard School District
1051 South A Street
Oxnard, California, 93030
Attention: Lisa Cline
Assistant Superintendent, Business & Fiscal Services
Re: [Insert Project Name]

With electronic copy to: Caldwell Flores Winters, Inc.
Oxnard School District Program Manager
6425 Christie Ave., Suite 270
Emeryville, California 94608
Attention: Yuri Calderon
T: 510-596-8170
Email: ycalderon@cfwinc.com

To Consultant: 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

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

- Not Project Related
- Project #13-130

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

Project #13-130

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:

Not Project Related

Project #13-130

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

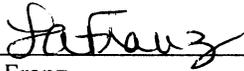
CONFLICT OF INTEREST CHECK

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 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 Moors

Title: Vice President

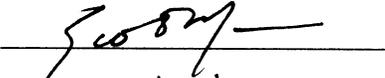
AND/OR

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 Moors

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 25th may be delayed until the next billing cycle. Contact the Program Manager with any questions regarding billing values, or any other information required, prior to submitting a billing.

Cavignac & Associates

INSURANCE BROKERS

License No. OA99520

450 B Street, Suite 1800
San Diego, CA 92101-8005

Phone 619-234-6848
Fax 619-234-8601
Web Site www.cavignac.com

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

Oct 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) 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
619-234-1239 (fax)

cc: Danielle Wooten (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).

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

COVERAGES	CERTIFICATE NUMBER: 243841	REVISION NUMBER:
------------------	-----------------------------------	-------------------------

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Cross Liab/Sev of Int 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	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		X	BA6B774609	7/1/2013	5/1/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ \$0			CUP4076T902	7/1/2013	5/1/2014	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <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 STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
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.

CERTIFICATE HOLDER	CANCELLATION
---------------------------	---------------------

Oxnard School District
1051 South 'A' Street
Oxnard, CA 93030
United States

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
Jeffrey W. Cavignac

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

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

PROVISIONS

A. BROAD FORM NAMED INSURED

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

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

B. BLANKET ADDITIONAL INSURED

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

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

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

C. EMPLOYEE HIRED AUTO

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

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

OSD BOARD AGENDA ITEM

Name of Contributor: Betsy George

Date of Meeting: June 24, 2020

Agenda Section: Section C: Facilities Agreement

Ratification of Change Order No. 001 to Construction Services Agreement #17-41, with Bernards to adjust costs for the McKinna ES Reconstruction Project (George/Miller/CFW)

Change Order No. 001 addresses additional off site work directed by the City of Oxnard as part of the City's approval of the B-Permit. The City of Oxnard directed the replacement of sidewalk along N Street, alley apron/driveway, and V-gutter located in the South Alley. Change Order No. 001 provides for the Board's consideration and ratification of the following two (2) COR's:

PCO No. 206 – B-permit – SCE Sidewalk Concrete Install

PCO No. 207 – B-permit - South Alley Swale Install

FISCAL IMPACT:

Thirty-Nine Thousand Seven Hundred Eleven Dollars and No Cents (\$39,711.00) to be paid out of the Master Construct and Implementation Funds within the approved project budget paid to Bernards under Board approved Master Agreement #17-41.

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent for Business & Fiscal Services, and the Director of Facilities, in consultation with Caldwell Flores Winters, that the Board of Trustees ratify Change Order #001 for Master Agreement #17-41 with Bernards.

ADDITIONAL MATERIALS:

- Attached:** [Change Order No. 001 \(2 Pages\)](#)
- [COR No. 206RO - B-Permit SCE Sidewalk Concrete Install \(5 Pages\)](#)
- [COR No. 207RO - B-Permit South Alley Swale Install \(5 Pages\)](#)
- [Construction Services Agreement #17-41, Bernards \(25 Pages\)](#)



CHANGE ORDER

Date: 6/24/2020

CHANGE ORDER NO. 001

PROJECT: MCKINNA ES RECONSTRUCTION
O.S.D. BID No. N/A
O.S.D. Agreement No. 17-41

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

ARCHITECT Perkins Eastman
 3194 D Airport Loop Drive,
 Costa Mesa, CA 92626

CONTRACTOR:
 Bernards Bros. Inc.
 555 First Street
 San Fernando, CA 91340
 Attn: Carl Magness

Architects Proj. No.: 72538-101
D.S.A. File No.: 56-22
D.S.A. App. No.: 03-118371

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.....	\$ 28,319,338.00
NET CHANGE - ALL PREVIOUS CHANGE ORDERS (000).....	\$ 0.00
ADJUSTED CONTRACT SUM.....	\$ 28,319,338.00
NET CHANGE -	\$ 39,711.00
Total Change Orders to Date:	\$ 39,711.00
ADJUSTED CONTRACT SUM THROUGH CHANGE ORDER NO.: 001... ..	\$ 28,359,049.00

Commencement Date: July 16, 2018
Original Completion Date: February 15, 2020
Original Contract Time: 580 Calendar Days
Time Extension for all Previous Change Orders: Zero Calendar Days
Time Extension for this Change Order: Zero Calendar Days
Adjusted Completion Date: February 15, 2020

Percentage **(0.14%)**

Item	Description	Unforeseen Condition (UFO)	Additional Scope (AS)	Errors & Omissions (E&O)	Code Requirement
1.	PCO 206-B – permit SCE Sidewalk Concrete Install				\$12,098.00
2.	PCO 207-B – permit South Alley Swale Install				\$27,613.00
	Totals	\$	\$	\$	\$39,711.00

Total Change Order No. 001 \$39,711.00

**NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND ASSIST. 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: _____



CHANGE ORDER REQUEST

COR No. 206 R0

Date: 3/19/2020

Project: McKinna Elementary School Reconstruction

DESCRIPTION OF WORK

B-permit/SCE - Sidewalk Concrete Install

SUMMARY OF COSTS

Item Description	Company	Amount Requested
Subcontract Costs		
	B&M Contractors Inc	11,161
	Subtotal:	11,161
Contractual Costs		
Fee		576
Subcontract Default Insurance		134
CCIP		141
Contractor Bond		86
	Subtotal:	937
Total Change Order Request Amount:		12,098

APPROVAL

(Please note that if this Change Order Request is not approved by , additional costs and schedule impacts may result.)

Oxnard School District

Bernards Bros. Inc.

Signature

Signature

Printed Name & Title

Printed Name & Title

Date

Date



Date
3/23/2020

CHANGE ORDER REQUEST

Name & Address
Bernard's 555 First Street San Fernando, Ca. 91340

Please see additional work requested for your project below. For acceptance please sign below.

C.O. Request #
26

Description of New Work Requested	Quantity	Rate	Amount
Job Address - McKinna ES			
Description: Added B-permit work at N Street sidewalk per 7/31/19 signed plans, natural grey concrete with broom finish, per city standards.			
Foreman	16	85.00	1,360.00
Mason-Layout/Setup	32	71.13	2,276.16
Forming Lumber	370	1.50	555.00
Concrete Ready Mix	15	110.00	1,650.00
Ready Mix AB 219 Fee	15	30.00	450.00
Mason-Pour/Finish	48	71.13	3,414.24
Subtotal			9,705.40
Office & administration		15.00%	1,455.81
Total			\$11,161.21

The contractor signing below hereby agrees to the following:
 Equipment and operator are under the exclusive authority and supervision of Contractor/Owner. Contractor/Owner is responsible for all underground services and Contractor/Owner is liable for all damages to persons or property.
 The total amount due as set forth above will be billed to Contractor/Owner by separate invoice. All invoices are due in full upon receipt. An additional one and one-half percent service charge (or the maximum amount permitted by applicable law) will be charge to all accounts not paid within 30 days after due date and similarly each month thereafter. In the event it will become necessary to place this account with an attorney for collection, Contractor/Owner will pay costs of said attorney. Including all related costs of collection, whether or not legal proceedings are commenced. If suit is instituted, then in addition, Contractor/Owner will pay all court costs as allowed by applicable law.

4473 East Cochran Street
 Simi Valley, CA 93063
 Tel: 805-581-5480
 Fax: 805-581-5436

Please sign, date and fax back to the office for acceptance:

Signature _____



HOURLY LABOR COST RATES

Sub/Contractor: B&M Contractors, Inc. **Trade:** Cement Mason
Date: 9/20/2019 **Classification:** Journeyman
Project: McKinna
Rate Effective Through: July 1, 2020 **Union :** **Non Union:**

	<u>Straight Time</u>	<u>Time & 1/2</u>	<u>Double Time</u>
A. HOURLY TAXABLE WAGE COSTS			
Hourly Wage	\$ 37.00	\$ 55.50	\$ 74.00
Vacation & Holiday Accrual	\$ 4.55	\$ 4.55	\$ 4.55
Hourly Taxable Wage Costs Subtotal	\$ 41.55	\$ 60.05	\$ 78.55
B. HOURLY PAYROLL TAX & INSURANCE			
Social Security	\$ 2.29	\$ 3.44	\$ 4.59
Medicare	\$ 0.54	\$ 0.80	\$ 1.07
FUI	\$ 0.22	\$ 0.33	\$ 0.44
SUI	\$ 1.26	\$ 1.89	\$ 2.52
Workers Compensation Insurance	\$ 4.01	\$ 6.02	\$ 8.03
General Liability Insurance (If Applicable)	\$ -	\$ -	\$ -
Hourly Payroll Tax & Insurance Subtotal	\$ 8.33	\$ 12.49	\$ 16.65
C. HOURLY BENEFITS			
Health & Welfare (or equivalent)	\$ 8.17	\$ 8.17	\$ 8.17
Pension & Retirement (or equivalent)	\$ 9.68	\$ 9.68	\$ 9.68
Training (or equivalent)	\$ 0.64	\$ 0.64	\$ 0.64
Other	\$ 2.76	\$ 2.76	\$ 2.76
Hourly Benefits Subtotal	\$ 21.25	\$ 21.25	\$ 21.25
TOTAL HOURLY LABOR COST RATE (A+B+C)	\$ 71.13	\$ 93.79	\$ 116.45

Factors NOT allowed in the above hourly labor cost rates:

- | | |
|------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <ul style="list-style-type: none"> 1. Overhead 2. Profit 3. Vehicle & transportation expenses 4. Small tools | <ul style="list-style-type: none"> 5. Consumables 6. Bonus or incentive payments 7. Communications 8. Supervision |
|------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------|



HOURLY LABOR COST RATES

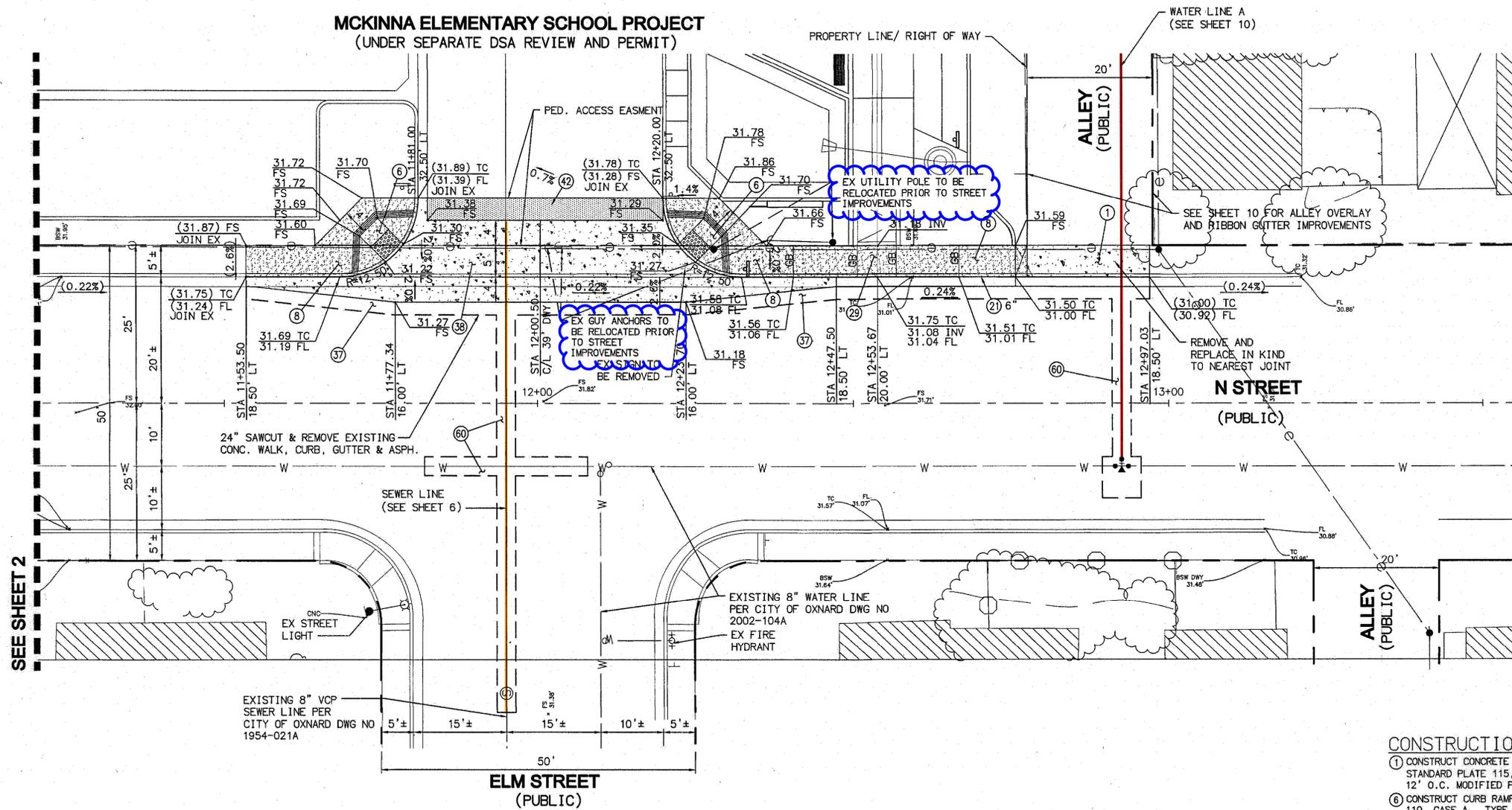
Sub/Contractor: B&M Contractors, Inc. **Trade:** Operator Group 3
Date: 9/20/2019 **Classification:** Journeyman
Project: McKinna
Rate Effective Through: July 1, 2020 **Union :** **Non Union:**

	<u>Straight Time</u>	<u>Time & 1/2</u>	<u>Double Time</u>
A. HOURLY TAXABLE WAGE COSTS			
Hourly Wage	\$ 48.12	\$ 72.18	\$ 96.24
Vacation & Holiday Accrual	\$ 3.55	\$ 3.55	\$ 3.55
Hourly Taxable Wage Costs Subtotal	\$ 51.67	\$ 75.73	\$ 99.79
B. HOURLY PAYROLL TAX & INSURANCE			
Social Security	\$ 2.98	\$ 4.48	\$ 5.97
Medicare	\$ 0.70	\$ 1.05	\$ 1.40
FUI	\$ 0.29	\$ 0.43	\$ 0.58
SUI	\$ 1.64	\$ 2.45	\$ 3.27
Workers Compensation Insurance	\$ 5.22	\$ 7.83	\$ 10.44
General Liability Insurance (If Applicable)	\$ -	\$ -	\$ -
Hourly Payroll Tax & Insurance Subtotal	\$ 10.83	\$ 16.24	\$ 21.65
C. HOURLY BENEFITS			
Health & Welfare (or equivalent)	\$ 11.60	\$ 11.60	\$ 11.60
Pension & Retirement (or equivalent)	\$ 11.15	\$ 11.15	\$ 11.15
Training (or equivalent)	\$ 1.05	\$ 1.05	\$ 1.05
Other	\$ 0.39	\$ 0.39	\$ 0.39
Hourly Benefits Subtotal	\$ 24.19	\$ 24.19	\$ 24.19
TOTAL HOURLY LABOR COST RATE (A+B+C)	\$ 86.69	\$ 116.16	\$ 145.63

Factors NOT allowed in the above hourly labor cost rates:

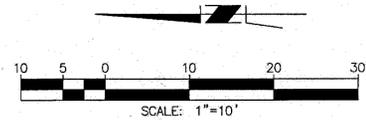
- | | |
|--------------------------------------|--------------------------------|
| 1. Overhead | 5. Consumables |
| 2. Profit | 6. Bonus or incentive payments |
| 3. Vehicle & transportation expenses | 7. Communications |
| 4. Small tools | 8. Supervision |

MCKINNA ELEMENTARY SCHOOL PROJECT
(UNDER SEPARATE DSA REVIEW AND PERMIT)



CONSTRUCTION NOTES

- ① CONSTRUCT CONCRETE DRIVEWAY APPROACH PER CITY OF OXNARD STANDARD PLATE 115. W=(SEE PLAN), X=2', Z=8" WITH REBAR 12' O.C. MODIFIED PER PLAN
- ② CONSTRUCT CURB RAMP PER CITY OF OXNARD STANDARD PLATE 110, CASE A, TYPE 3. TRUNCATED DOMES SHALL BE CAST-IN-PLACE TACTILE SYSTEMS, ARMOUR TILE MODEL ADA-C-1212, FEDERAL YELLOW (FS 33538 OF FEDERAL STANDARD 595C) OR EQUAL
- ③ CONSTRUCT 4" PCC (520-C-2500) WALK PER CITY OF OXNARD STD PLATE 112 AND 113, ON 90% COMPACTED SUBGRADE.
- ④ CONSTRUCT CONCRETE CURB & GUTTER PER CITY OF OXNARD STANDARD PLATE 111, A3-6
- ⑤ CONSTRUCT PARKWAY DRAIN PER CITY OF OXNARD STD PLATE 124, TYPE 1, S=72"
- ⑥ REMOVE EXISTING AC AND RECOMPACT EXISTING BASE TO 90% RELATIVE COMPACTION. REPLACE AC PAVEMENT SECTION TO MATCH EXISTING PLUS 1-INCH TACK COAT 0.10 GAL/SY SS-IH ALL VERTICAL SURFACES.
- ⑦ CONSTRUCT CROSS GUTTER AND SPANDREL PER CITY OF OXNARD STD PLATE 114, MODIFIED PER PLAN.
- ⑧ CONSTRUCT AC PAVEMENT, 4" AC OVER 6" AB (TI=6, R=35). FINAL SECTION TO BE DETERMINED BY SOILS ENGINEER BASED ON R-VALUE ANALYSIS AND APPROVED BY CITY ENGINEER.
- ⑨ TRENCH BACKFILL PER CITY OF OXNARD STD PLATE 602



NP 18-02
HTE 17-5135

PREPARED BY

DELANE ENGINEERING
2812 SANTA MONICA BLVD, SUITE 206
SANTA MONICA, CA 90404
PHONE: 310.346.5711 WWW.DELANEENGINEERING.COM

Scott Delane
SCOTT DELANE UHLES RCE NO 72391 EXP 6/30/20



REVISIONS		
MARK	DATE	DESCRIPTION

OXNARD DEVELOPMENT SERVICES DEPARTMENT

McKINNA ELEMENTARY SCHOOL
N STREET IMPROVEMENTS

ACCEPTED BY: *Paul J. Wood* 7.31.19
CITY ENGINEER R.C.E. 46333 (EXP. 12-31-20) DATE

REVIEWED BY: *Chun Yuan* 7.31.19
DATE

SCALE: HORIZ: 3 OF 10
VERT: 18-06A

CHECKED BY: DATE



CHANGE ORDER REQUEST

COR No. 207 R0

Date: 3/19/2020

Project: McKinna Elementary School Reconstruction

DESCRIPTION OF WORK

B-permit - South Alley Swale Install

SUMMARY OF COSTS

Item Description	Company	Amount Requested
Subcontract Costs		
	B&M Contractors Inc	25,474
	Subtotal:	25,474
Contractual Costs		
Fee		1,315
Subcontract Default Insurance		306
CCIP		322
Contractor Bond		196
	Subtotal:	2,139
Total Change Order Request Amount:		27,613

APPROVAL

(Please note that if this Change Order Request is not approved by , additional costs and schedule impacts may result.)

Oxnard School District

Bernards Bros. Inc.

Signature

Signature

Printed Name & Title

Printed Name & Title

Date

Date



Date
3/23/2020

CHANGE ORDER REQUEST

Name & Address
Bernard's 555 First Street San Fernando, Ca. 91340

Please see additional work requested for your project below. For acceptance please sign below.

C.O. Request #
25

Description of New Work Requested	Quantity	Rate	Amount
Job Address - McKinna ES			
Description: Added B-permit work at South alley per 7/31/19 signed plans, N Street alley apron and 3' wide x 8" thick natural grey concrete V-gutter with a broom finish, prepare grade, reinforced with #4 rebar, set forms, and pour and finish with a broom finish.			
Foreman	16	85.00	1,360.00
Mason-Layout/Prep	32	71.13	2,276.16
CMB 4"	50	22.00	1,100.00
Forming Lumber	1,500	1.50	2,250.00
#4 Rebar Reinforcing	3,600	0.70	2,520.00
Concrete Ready Mix	70	110.00	7,700.00
Ready Mix AB 219 Fee	70	30.00	2,100.00
Mason-Pour/Finish	40	71.13	2,845.20
Subtotal			22,151.36
Office & administration		15.00%	3,322.70
Total			\$25,474.06

The contractor signing below hereby agrees to the following:
 Equipment and operator are under the exclusive authority and supervision of Contractor/Owner. Contractor/Owner is responsible for all underground services and Contractor/Owner is liable for all damages to persons or property.
 The total amount due as set forth above will be billed to Contractor/Owner by separate invoice. All invoices are due in full upon receipt. An additional one and one-half percent service charge (or the maximum amount permitted by applicable law) will be charge to all accounts not paid within 30 days after due date and similarly each month thereafter. In the event it will become necessary to place this account with an attorney for collection, Contractor/Owner will pay costs of said attorney. Including all related costs of collection, whether or not legal proceedings are commenced. If suit is instituted, then in addition, Contractor/Owner will pay all court costs as allowed by applicable law.

4473 East Cochran Street
 Simi Valley, CA 93063
 Tel: 805-581-5480
 Fax: 805-581-5436

Please sign, date and fax back to the office for acceptance:

Signature _____ 639



HOURLY LABOR COST RATES

Sub/Contractor: B&M Contractors, Inc. **Trade:** Cement Mason
Date: 9/20/2019 **Classification:** Journeyman
Project: McKinna
Rate Effective Through: July 1, 2020 **Union :** **Non Union:**

	<u>Straight Time</u>	<u>Time & 1/2</u>	<u>Double Time</u>
A. HOURLY TAXABLE WAGE COSTS			
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SUI	\$ 1.26	\$ 1.89	\$ 2.52
Workers Compensation Insurance	\$ 4.01	\$ 6.02	\$ 8.03
General Liability Insurance (If Applicable)	\$ -	\$ -	\$ -
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C. HOURLY BENEFITS			
Health & Welfare (or equivalent)	\$ 8.17	\$ 8.17	\$ 8.17
Pension & Retirement (or equivalent)	\$ 9.68	\$ 9.68	\$ 9.68
Training (or equivalent)	\$ 0.64	\$ 0.64	\$ 0.64
Other	\$ 2.76	\$ 2.76	\$ 2.76
Hourly Benefits Subtotal	\$ 21.25	\$ 21.25	\$ 21.25
TOTAL HOURLY LABOR COST RATE (A+B+C)	<u>\$ 71.13</u>	<u>\$ 93.79</u>	<u>\$ 116.45</u>

Factors NOT allowed in the above hourly labor cost rates:

- | | |
|--------------------------------------|--------------------------------|
| 1. Overhead | 5. Consumables |
| 2. Profit | 6. Bonus or incentive payments |
| 3. Vehicle & transportation expenses | 7. Communications |
| 4. Small tools | 8. Supervision |



HOURLY LABOR COST RATES

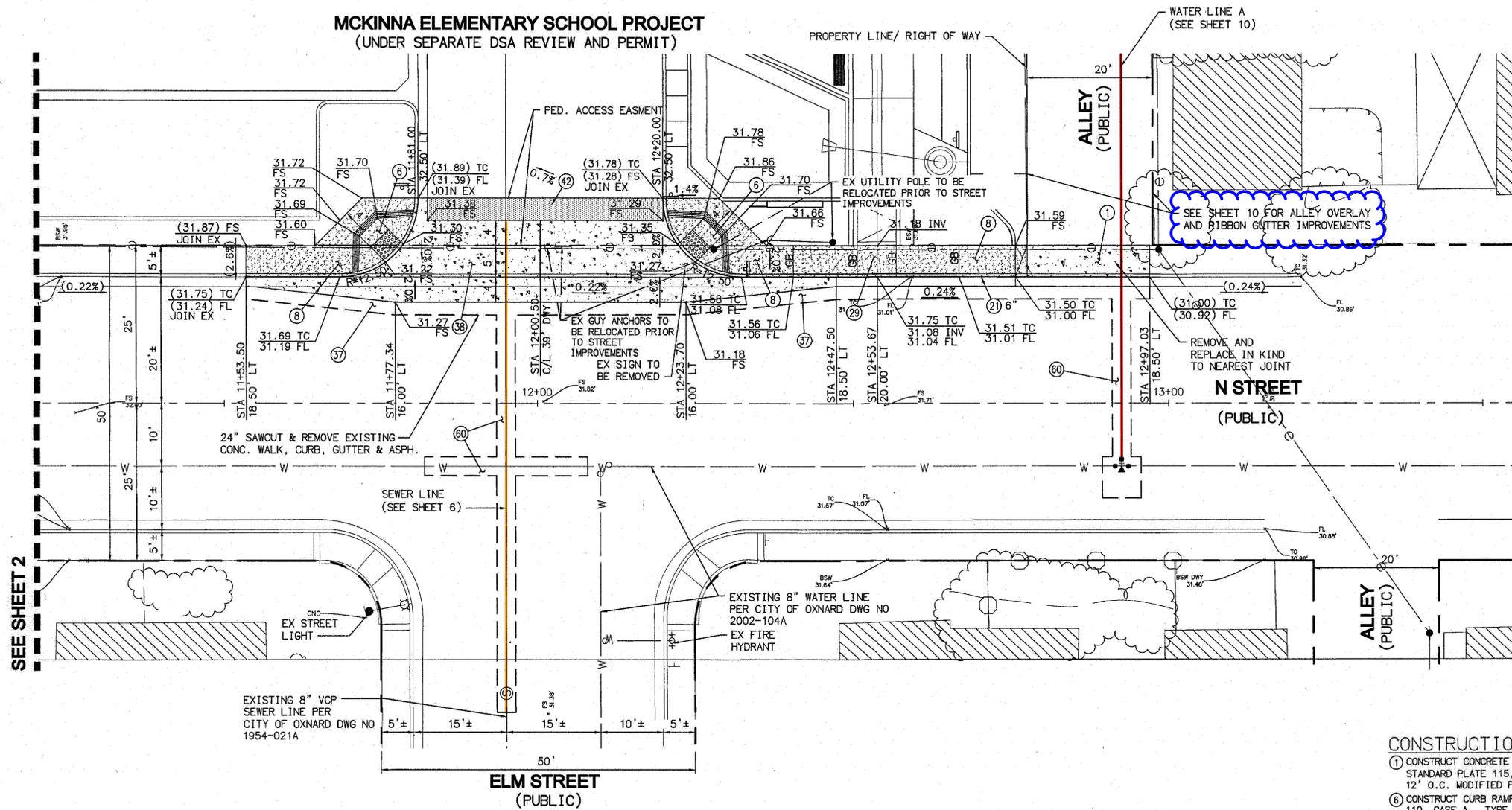
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Date: 9/20/2019 **Classification:** Journeyman
Project: McKinna
Rate Effective Through: July 1, 2020 **Union :** **Non Union:**

	<u>Straight Time</u>	<u>Time & 1/2</u>	<u>Double Time</u>
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B. HOURLY PAYROLL TAX & INSURANCE			
Social Security	\$ 2.98	\$ 4.48	\$ 5.97
Medicare	\$ 0.70	\$ 1.05	\$ 1.40
FUI	\$ 0.29	\$ 0.43	\$ 0.58
SUI	\$ 1.64	\$ 2.45	\$ 3.27
Workers Compensation Insurance	\$ 5.22	\$ 7.83	\$ 10.44
General Liability Insurance (If Applicable)	\$ -	\$ -	\$ -
Hourly Payroll Tax & Insurance Subtotal	\$ 10.83	\$ 16.24	\$ 21.65
C. HOURLY BENEFITS			
Health & Welfare (or equivalent)	\$ 11.60	\$ 11.60	\$ 11.60
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Training (or equivalent)	\$ 1.05	\$ 1.05	\$ 1.05
Other	\$ 0.39	\$ 0.39	\$ 0.39
Hourly Benefits Subtotal	\$ 24.19	\$ 24.19	\$ 24.19
TOTAL HOURLY LABOR COST RATE (A+B+C)	\$ 86.69	\$ 116.16	\$ 145.63

Factors NOT allowed in the above hourly labor cost rates:

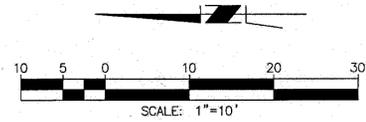
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| 1. Overhead | 5. Consumables |
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| 4. Small tools | 8. Supervision |

MCKINNA ELEMENTARY SCHOOL PROJECT
(UNDER SEPARATE DSA REVIEW AND PERMIT)



CONSTRUCTION NOTES

- ① CONSTRUCT CONCRETE DRIVEWAY APPROACH PER CITY OF OXNARD STANDARD PLATE 115. W=(SEE PLAN), X=2', Z=8" WITH REBAR 12' O.C. MODIFIED PER PLAN
- ② CONSTRUCT CURB RAMP PER CITY OF OXNARD STANDARD PLATE 110, CASE A, TYPE 3. TRUNCATED DOMES SHALL BE CAST-IN-PLACE TACTILE SYSTEMS, ARMOUR TILE MODEL ADA-C-1212, FEDERAL YELLOW (FS 33538 OF FEDERAL STANDARD 595C) OR EQUAL
- ③ CONSTRUCT 4" PCC (520-C-2500) WALK PER CITY OF OXNARD STD PLATE 112 AND 113, ON 90% COMPACTED SUBGRADE.
- ④ CONSTRUCT CONCRETE CURB & GUTTER PER CITY OF OXNARD STANDARD PLATE 111, A3-6
- ⑤ CONSTRUCT PARKWAY DRAIN PER CITY OF OXNARD STD PLATE 124, TYPE 1, S=72"
- ⑥ REMOVE EXISTING AC AND RECOMPACT EXISTING BASE TO 90% RELATIVE COMPACTION. REPLACE AC PAVEMENT SECTION TO MATCH EXISTING PLUS 1-INCH TACK COAT 0.10 GAL/SY SS-IH ALL VERTICAL SURFACES.
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- ⑧ CONSTRUCT AC PAVEMENT, 4" AC OVER 6" AB (TI=6, R=35). FINAL SECTION TO BE DETERMINED BY SOILS ENGINEER BASED ON R-VALUE ANALYSIS AND APPROVED BY CITY ENGINEER.
- ⑨ TRENCH BACKFILL PER CITY OF OXNARD STD PLATE 602



NP 18-02
HTE 17-5135

PREPARED BY

DELANE ENGINEERING
2812 SANTA MONICA BLVD, SUITE 206
SANTA MONICA, CA 90404
PHONE: 310.346.5711 WWW.DELANEENGINEERING.COM

7/23/19
SCOTT DELANE UHLES RCE NO 72391 EXP 6/30/20



REVISIONS		
MARK	DATE	DESCRIPTION

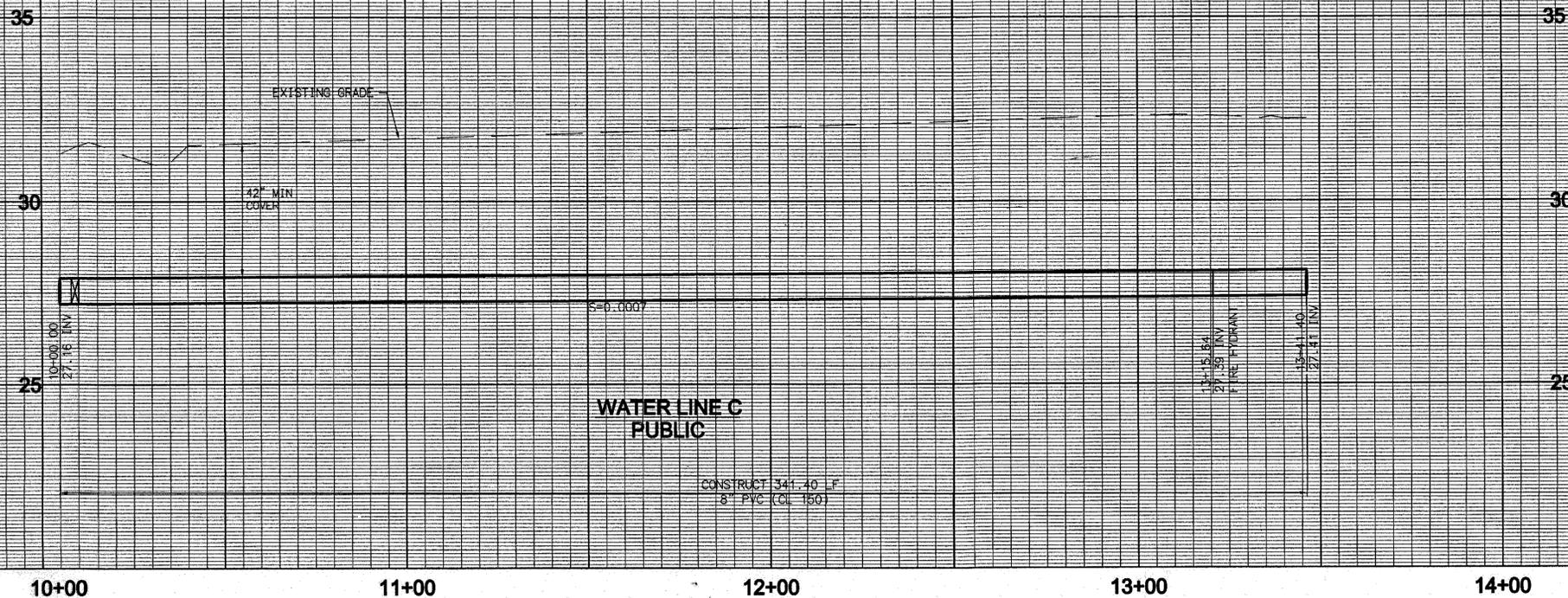
OXNARD DEVELOPMENT SERVICES DEPARTMENT

McKINNA ELEMENTARY SCHOOL
N STREET IMPROVEMENTS

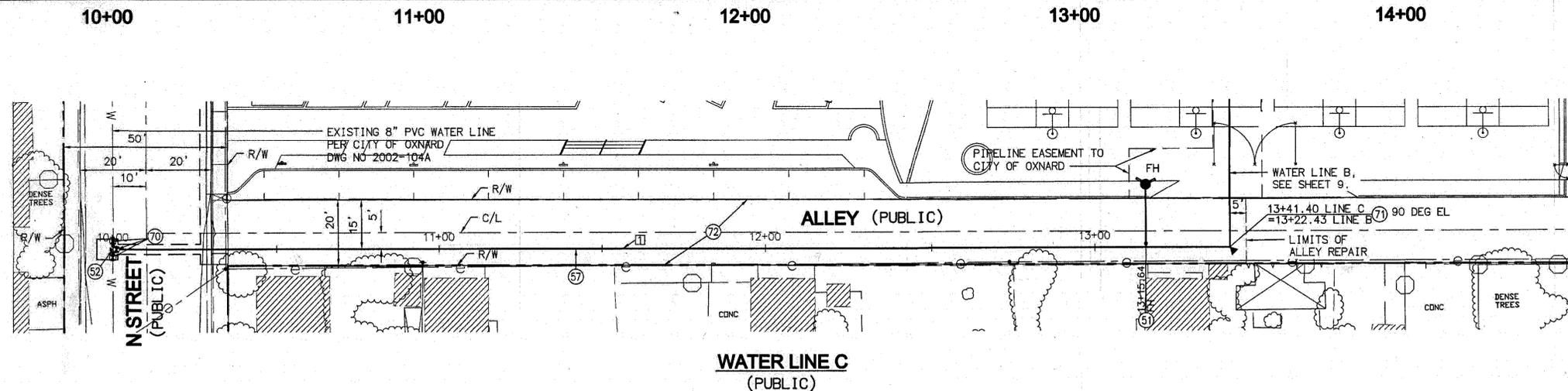
ACCEPTED BY: *Paul J. Wood* 7.31.19
CITY ENGINEER R.C.E. 46333 (EXP. 12-31-20) DATE

REVIEWED BY: *Chun Yuan* 7.31.19
DATE

SCALE: HORIZ: 3 OF 10
VERT: 18-06A

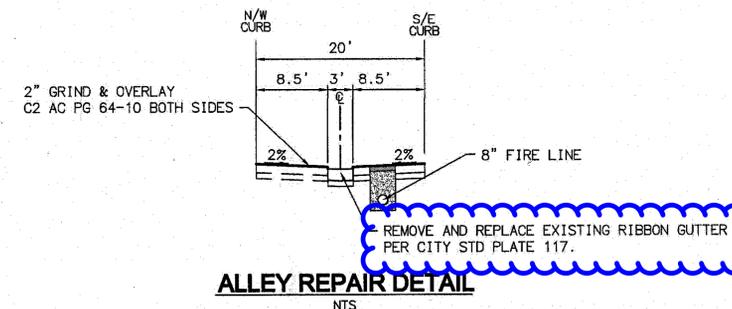


PROFILE
 HORIZ: 1"=20'
 VERT: 1"=2'



CONSTRUCTION NOTES

- 50) INSTALL FIRE HYDRANT ASSEMBLY PER CITY OF OXNARD STANDARD PLATE 300 AND 301, TYPE I II PER CITY STD PLATE 23.
- 52) INSTALL CUT-IN TEE 8"x8"x8" ON EXISTING 8" PVC WATER MAIN. COORDINATE WATER MAIN SHUTDOWN WITH CITY OF OXNARD.
- 57) CONSTRUCT 8" PVC (C900) DR18 FIRE PREVENTION WATER LINE, SET TOP OF PIPE 42" MINIMUM BELOW FINISH SURFACE.
- 70) INSTALL 8" GATE VALVE AND VALVE BOX PER CITY OF OXNARD STD PLATE 303.
- 71) INSTALL FITTINGS (BENDS, TEES, CROSSES) AS SHOWN, WITH THRUST BLOCKING PER CITY OF OXNARD STD PLATE 320.
- 72) REPAIR EXISTING ALLEY: EXTENTS TO MATCH LENGTH OF WATER LINE TRENCH AND FULL WIDTH OF ALLEY. REPLACE EXISTING RIBBON GUTTER; MATCH EXISTING LINE AND GRADE. 2" GRIND AND OVERLAY.
- 8) INSTALL FIRE HYDRANT ASSEMBLY PER CITY OF OXNARD STANDARD PLATE 300, 301, AND PER CITY STANDARD PLATE 23, TYPE II R2 4"x4"x2.5" JONES TRITON J-4060.



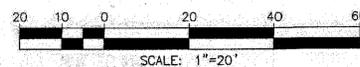
ALLEY REPAIR DETAIL
 NTS



811
 Know what's below.
 Call before you dig.
 UNDERGROUND SERVICE ALERT OF SOUTHERN CALIFORNIA

DIAL TOLL FREE
 8 1 1
 AT LEAST TWO DAYS
 BEFORE YOU DIG

Line #	Length	Direction
(1)	341.40'	N89°55'08"E



PREPARED BY
DELANE ENGINEERING
 2812 SANTA MONICA BLVD, SUITE 208
 SANTA MONICA, CA 90404
 PHONE: 310.546.5711 WWW.DELANEENGINEERING.COM
 Scott Delane Uhles RCE NO 72391 EXP 6/30/20



MARK	DATE	DESCRIPTION	BY

REVIEWED BY: *Alan Meyer* 7/31/19
 DATE: 7/31/19

OXNARD DEVELOPMENT SERVICES DEPARTMENT
 MCKINNA ELEMENTARY SCHOOL
WATER LINE C
 ACCEPTED BY: *Paul J. Winkler* 7/31/19
 CITY ENGINEER C.C.E. #6333 (EXP. 12-31-20) DATE: 7/31/19
 SCALE: HORIZ: 1"=20' VERT: 1"=2'
 SHEET NO. 10 OF 10
 DRAWING NUMBER 18-06A
 CHECKED BY:

NP 18-02
 HTE 17-5135

CONSTRUCTION SERVICES AGREEMENT

This Construction Services Agreement (hereinafter referred to as the "Agreement") is entered into this 21st day of June, 2017, by and between the Oxnard School District, a California school district organized and existing under the laws of the State of California (hereinafter referred to as the "District") and Bernards which is a contractor licensed by the State of California, with its principal place of business at 555 First Street, San Fernando, CA 91340 (hereinafter referred to as "Contractor").

WHEREAS, the District operates McKinna Elementary School, located at 1611 South J Street, Oxnard, California 93033 (hereinafter referred to as the "School Facility"); and

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

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

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

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

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

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

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

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

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

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

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

SECTION 1. DEFINITIONS

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

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

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

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with any duly authorized and executed amendment(s) thereto, pursuant to which the District leases the Site to Contractor.

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

SECTION 2. CONTRACTOR'S DUTIES AND STATUS

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

SECTION 3. ADDITIONAL SERVICES

If the District requests Contractor to perform additional services not described in this Agreement, Contractor shall provide a cost estimate and a written description of the additional work necessary to complete such additional services. The cost for such additional services shall be negotiated and agreed upon in writing in advance of Contractor performing or contracting for such additional services, and such cost shall be used to adjust the GMP established pursuant to Section 5 hereof. In the absence of a written agreement, the District will not compensate Contractor for additional services, will not adjust the GMP for such additional services, and Contractor will not be required to perform them. It is understood and

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agreed that if Contractor performs any services that it claims are additional services without receiving prior written approval from the District Board of Education, Contractor shall not be paid for such claimed additional services and the GMP will not be adjusted. Nothing in this Agreement shall be construed as limiting the valuation of such additional services and amount that the GMP will be adjusted for such additional services, should a written agreement for such services be executed by the parties. Notwithstanding the foregoing, Contractor shall not be entitled to compensation, nor will the GMP be adjusted, for additional services required as a result of Contractor's acts, errors or omissions.

SECTION 4. OWNERSHIP OF PLANS AND DOCUMENTS

All original field notes, written reports, drawings, specifications, Construction Documents, and other documents, produced or developed for the Project are the property of the District, regardless of whether the Project is constructed, and shall be furnished to the District. Such documents are not to be used by Contractor or by the Subcontractors on other work nor shall Contractor nor the Subcontractors claim any right to such documents. This shall not deprive Contractor from retaining electronic data or other reproducible copies of the Construction Documents or the right to reuse information contained in them in the normal course of Contractor's professional activities.

SECTION 5. ESTABLISHMENT OF GUARANTEED MAXIMUM PRICE

The "GMP" for the Project shall be Two Hundred Twenty-Nine Thousand Three Hundred Twenty-two and No Hundredths (\$229,322.00). The GMP consists of (1) a Preconstruction Fee only in the amount of Two Hundred Twenty-Nine Thousand Three Hundred Twenty-two and No Hundredths (\$229,322.00), (2) a Sublease Tenant Improvement and (3) a Contractor Contingency and Sublease Payments to be negotiated as an amendment to this agreement pursuant to terms and payment schedule as amended and set forth in the Sublease. THE "GMP" WILL NOT BE ESTABLISHED UNTIL DSA HAS APPROVED THE FINAL PLANS AND SPECIFICATIONS AND THE BOARD APPROVES IT PRIOR TO NTP FOR CONSTRUCTION. The GMP will then be brought to the Board of Trustees as an amendment to this section of this agreement. Until such time this section will remain as a Preconstruction Fee only, the Site Lease and Sublease will not begin and the Contractor will proceed with Preconstruction Services as set forth in **Exhibit B** with an NTP for Preconstruction from the District.

The GMP is based upon the DSA approved plans and specifications to exist after this Agreement is entered into between Contractor and the District, and more fully described and referenced in the Scope of Work to be set forth in **Exhibit A** attached hereto. Prior to DSA approval Contractor will perform Preconstruction Services to assist in designing the project and as set forth in **Exhibit B**. After preconstruction services, DSA approval of plans and

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specifications, and the establishment of the GMP the Contractor shall assume the risk of cost overruns which were not foreseeable at the time this Agreement is entered into and the GMP determined, except for undocumented events of the type set forth in Section 19 hereof, work mandated by an outside agency after issuance of Construction Documents that could not have been reasonably foreseen from review of the Contract Documents, or costs arising from undocumented geotechnical issues. Contractor acknowledges that (i) Contractor has conducted a site inspection and is familiar with the site conditions based on records, studies and visible conditions relating to construction and labor and (ii) Contractor has reviewed the Contract Documents and is familiar with the contents thereof. District directed changes to the scope of the Project not contemplated in the Scope of Work shall be deemed Extra Work/Modifications pursuant to the procedures set forth in Section 10 of this Agreement. The GMP shall include, but not be limited to, increases in labor and materials. The GMP has been used to calculate the Tenant Improvement Payments and the Sublease Payments to be paid by the District to Contractor pursuant to the Sublease. The GMP includes the cost of all labor, materials, equipment, general conditions, overhead, profit and a Contractor Contingency as indicated above.

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

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

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

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SECTION 6. NOTICE TO PROCEED WITH PRECONSTRUCTION AND CONSTRUCTION

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

Upon receipt of an approved GMP, the District shall issue a notice to Contractor to proceed with the Construction of the Project. In the event that a Notice to Proceed with Construction is not issued for the Project, the Site Lease and the Sublease shall terminate upon written notice from the District to Contractor that a Notice of Proceed will not be issued.

SECTION 7. SAVINGS

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

SECTION 8. SELECTION OF SUBCONTRACTORS

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

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with this provision, the District may terminate this Agreement in accordance with the provisions of the General Conditions. Subcontractors awarded contracts by Contractor shall be afforded all the rights and protections of listed subcontractors under the provisions of the Subletting and Subcontracting Fair Practices Act (Public Contract Code Section 4100, et seq.).

SECTION 9. CONSTRUCTION SCOPE OF WORK

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

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- F. The District shall cause the appropriate professionals to stamp and sign, as required, the original Construction Documents or parts thereof and coordinate the Project's design with all utilities.
- G. Contractor shall, for the benefit of the Subcontractors, attend pre-construction orientation conferences in conjunction with the Architect to set forth the various reporting procedures and site rules prior to the commencement of actual construction. Contractor shall also attend construction and progress meetings with District representatives and other interested parties, as requested by the District, to discuss such matters as procedures, progress problems and scheduling. Contractor shall prepare and promptly distribute official minutes of such meetings to all parties in attendance, including without limitation the District, the Architect and the District Inspector of Record.
- H. Contractor shall incorporate approved changes as they occur, and develop cash flow reports and forecasts for submittal to the District as requested. Contractor shall provide regular monitoring of the approved estimates for Construction costs, showing actual costs for activities in progress, and estimates for uncompleted tasks. Contractor shall maintain cost accounting records on authorized additional services or work performed under unit costs, additional work performed on the basis of actual costs of labor and materials, and for other work requiring accounting records.
- I. Contractor shall record the progress of the Project and shall submit monthly written progress reports to the District and the Architect including information on the entire Project, showing percentages of completion and the number and amounts of proposed Extra Work/Modifications and their effect on the construction costs as of the date of each respective report.
- J. Contractor shall keep a log containing a record of weather, Subcontractors, work on the site, number of workers, work accomplished, problems encountered, and other similar relevant data as the District may require. Contractor shall make the log available to the District, the Architect, and the District's project manager. The District shall be promptly advised on all anticipated delays in the Project.
- K. The District shall bear the cost for the DSA Inspector, soils testing, DSA or other regulatory agency fees, and special testing required in the construction of the Project. If additional review or permits become necessary for reasons not due to Contractor's fault or because of DSA or regulatory agency requirements or regulations implemented after the date the Final GMP is established and not reasonably anticipated at the time the Final GMP is established, Contractor may seek additional compensation for the cost of that review as an additional cost. In the alternative, the District may pay such costs directly.

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SECTION 10. EXTRA WORK/MODIFICATIONS

- A. The District may prescribe or approve additional work or a modification of requirements or of methods of performing the Construction which differ from the work or requirements set forth in the Construction Documents ("Extra Work/Modifications"); and for such purposes the District may at any time during the life of this Agreement, by written order, make such changes as it shall find necessary in the design, line, grade, form, location, dimensions, plan, or material of any part of the work or equipment specified in this Agreement or in the Construction Documents, or in the quantity or character of the work or equipment to be furnished. In the event conditions develop which, in the opinion of Contractor, makes strict compliance with the specifications impractical, Contractor shall notify the District of the need for Extra Work/Modifications by placing the matter on the agenda of regularly scheduled construction meetings with the District for discussion as soon as practicable after the need for the Extra Work/Modifications is determined. Additionally, Contractor shall submit to the District for its consideration and approval or disapproval, a written request for Extra Work/Modifications before such work is performed. If the District approves the request in writing, the costs of the Extra Work/Modification shall be added to or deducted from the GMP or the Scope of Work shall be modified to complete the Project within the GMP, as applicable. Any adjustments to the GMP will result in an adjustment of the Tenant Improvement Payment and, if applicable, the Sublease Payments.
- B. Extra Work/Modifications include work related to unforeseen underground conditions if, and only if, such conditions are not visible or identified on plans, reports or other documents available to Contractor. Extra Work/Modifications do not include underground conditions that are identified on plans, reports or other documents available to Contractor but are in a location different than is set forth on such plans, reports or other documents available to Contractor. It should be noted, however, that the District has advised and provided Contractor with information regarding the shallow water table and recent projects experience with encountering water when digging. Contractor has included in its calculation of the GMP an amount to mitigate for encountering water when completing the scope of work contemplated herein. Therefore, Extra Work/Modifications do not include expenses incurred by, and/or work performed by, Contractor in connection with such shallow water table and with encountering water when digging.
- C. Should Contractor claim that any instruction, request, drawing, specification, action, condition, omission, default or other situation (i) obligates the District to increase the GMP; or (ii) obligates the District to grant an extension of time for the completion of

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this Agreement; or (iii) constitutes a waiver of any provision in this Agreement, CONTRACTOR SHALL NOTIFY THE DISTRICT, IN WRITING, OF SUCH CLAIM AS SOON AS POSSIBLE, BUT IN NO EVENT WITHIN MORE THAN TEN (10) DAYS FROM THE DATE CONTRACTOR HAS ACTUAL OR CONSTRUCTIVE NOTICE OF THE CLAIM. CONTRACTOR SHALL ALSO PROVIDE THE DISTRICT WITH SUFFICIENT WRITTEN DOCUMENTATION SUPPORTING THE FACTUAL BASIS OF THE CLAIM including items used in valuing said claim. Contractor shall be required to certify under penalty of perjury the validity and accuracy of any claims submitted. Contractor's failure to notify the District within such ten (10) day period shall be deemed a waiver and relinquishment of the claim against the District.

- D. Expenses of reconstruction and/or costs to replace and/or repair damaged materials and supplies, provided that Contractor is not fully compensated for such expenses and/or costs by insurance or otherwise, shall be included in an increase to the GMP if said expenses are the result of the negligent acts or omissions of the District, or its principals, agents, servants, or employees.

SECTION 11. NOT USED

SECTION 12. PERSONNEL ASSIGNMENT

- A. Contractor shall assign **TBD** as Project Manager/Superintendent for the Project. So long as **TBD** remains in the employ of Contractor, such person shall not be changed or substituted from the Project, or cease to be fully committed to the Project except as provided in this Section. In the event Contractor deems it necessary, Contractor shall replace the manager and/or the superintendent for the Project with a replacement with like qualifications and experience, subject to the prior written consent of the District, which consent shall not be unreasonably withheld. Any violation of the terms of paragraph A of this Section 12 shall entitle the District to terminate this Agreement for breach, pursuant to the provisions of the General Conditions.
- B. Notwithstanding the foregoing provisions of paragraph A of Section 12, above, if any manager and/or superintendent proves not to be satisfactory to the District, upon written notice from the District to Contractor, such person(s) shall be promptly replaced by a person who is acceptable to the District in accordance with the following procedures: Within five (5) business days after receipt of a notice from the District requesting replacement of any manager and/or superintendent or discovery by Contractor that any manager and/or superintendent is leaving their employ, as the case may be, Contractor shall provide the District with the name of an acceptable replacement/substitution together with such information as the District may reasonably request about such replacement/substitution. The replacement/substitution shall commence work on the Project no later than five (5)

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business days following the District's approval of such replacement, which approval shall not be unreasonably withheld. If the District and Contractor cannot agree as to the replacement/substitution, the District shall be entitled to terminate this Agreement for breach pursuant to the provisions of the General Conditions.

SECTION 13. BONDING REQUIREMENTS

Contractor shall fully comply with the requirements set forth in Section 6.9 of the General Conditions.

SECTION 14. PAYMENTS TO CONTRACTOR

- A. Contractor shall finance the cost of construction of the Project which costs shall not exceed the GMP, which shall not be adjusted except as otherwise provided in this Agreement. The District shall pay Contractor Tenant Improvement Payments and Sublease Payments pursuant to the terms and conditions of Section 6 of the Sublease. In the event of a dispute between the District and Contractor, the District may withhold from the Tenant Improvement Payments and the Sublease Payments an amount not to exceed one hundred fifty percent (150%) of the disputed amount.
- B. This Agreement is subject to the provisions of California Public Contract Code Sections 7107, 7201 and 20104.50 as they may from time to time be amended.
- C. For purposes of this Agreement, the acceptance by the District means acceptance made only by an action of the governing body of the District in session. Acceptance by Contractor of the final Tenant Improvement Payment or the Sublease Payment, as the case may be, shall constitute a waiver of all claims against the District related to those amounts.

SECTION 15. CONTRACTOR'S CONTINUING RESPONSIBILITY

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

SECTION 16. INSURANCE

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

SECTION 17. USE OF PREMISES

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

SECTION 18. SITE REPRESENTATIONS

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

SECTION 19. HAZARDOUS WASTE AND UNKNOWN PHYSICAL CONDITIONS

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

- A. If the District has identified the presence of hazardous materials on or in proximity to the Site (the "Pre-existing Hazardous Materials"), Contractor shall review all information provided by the District that characterizes the Pre-existing Hazardous Materials and shall take the actions approved by DTSC and issued by the District necessary to address the Pre-existing Hazardous Materials in the performance of the work. Contractor shall conduct the work based on this information issued at the time contract documents are executed. Contractor shall immediately communicate, in writing, any variances from available information to the District.
- B. The District will retain an additional independent environmental consultant to perform the investigation, inspection, testing, assessment, sampling and analysis necessary to prepare and recommend a remediation plan for the Pre-existing Hazardous Materials for the District's approval (the "Remediation Plan").

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- C. The District will retain title to all Pre-existing Hazardous Materials encountered during the work. This does not include hazardous material generated by Contractor, including but not limited to used motor oils, lubricants, cleaners, etc. Contractor shall dispose of such hazardous waste in accordance with the provisions of the Contract Documents, as well as local, State and Federal laws and regulations. The District will be shown as the hazardous waste generator and will sign all hazardous waste shipment manifests for non-Contractor generated hazardous waste. Nothing contained within these Contract Documents shall be construed or interpreted as requiring Contractor to assume the status of owner or generator of hazardous waste substances for non-Contractor generated hazardous wastes.
- D. Except as otherwise provided herein, it is the responsibility of Contractor to obtain governmental approvals relating to Hazardous Materials Management, including Federal and State surface water and groundwater discharge permits and permits for recycling and reuse of hazardous materials for all work noted in the contract documents. Contractor shall be responsible for coordinating compliance with such governmental approvals and applicable governmental rules with the District's hazardous materials consultant, including those governing the preparation of waste profiles, waste manifests, and bills of lading. If Contractor encounters hazardous materials, it shall immediately notify the District in writing. The District, Consultant and Contractor shall jointly establish the plan for disposition and actions to be taken with respect to the hazardous materials, subject to final written approval by the District.
- E. If, during construction, Contractor encounters materials, conditions, waste, contaminated groundwater or substances, not identified in the District's assessment report, that Contractor reasonably suspects are hazardous materials, Contractor shall stop the affected portion of the work, secure the area, promptly notify the District, and take reasonable measures to mitigate the impact of such work stoppage. The District shall retain the services of an environmental consultant to perform investigation, inspection, testing, assessment, sampling and analysis of the suspect materials, conditions, waste, groundwater or substances.
- (1) Found Not to be Hazardous Materials. If the environmental consultant determines that the materials, conditions, waste, contaminated groundwater or substances do not constitute hazardous materials, Contractor shall recommence the suspended work.
- (2) Found to be Hazardous Materials. If the environmental consultant determines that the materials, conditions, waste, contaminated groundwater or substances constitute hazardous materials and such hazardous materials require remediation and disposal, then the District, Consultant and Contractor shall jointly establish the plan for disposition and actions to be taken with respect to the hazardous

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materials, subject to final written approval by the District. All such costs shall be the responsibility of the District.

F. Exacerbation of Pre-Existing Hazardous Materials.

If during construction Contractor encounters pre-existing environmental conditions that it knew or should have known involve hazardous materials (the "Point of Discovery") (which encounters may include an unavoidable release or releases of hazardous materials) then Contractor must immediately stop the affected portion of the work. If Contractor fails to immediately stop the affected portion of the work after the Point of Discovery, then Contractor is solely responsible for any resultant Exacerbation Cost. "Exacerbate," in all its forms, means the worsening effects of Contractor's failure to stop the affected portion of work after the Point of Discovery. "Exacerbation Cost" means the differential between (i) the actual increase in the cost of remediation and delays to the Project attributable to pre-existing environmental conditions involving hazardous substances, and (ii) the cost thereof or delays thereto had Contractor immediately stopped the affected portion of the work after the Point of Discovery. The standard of "should have known" applies to Contractor's supervisory personnel, whether or not on the Site. Contractor's supervisory personnel must have had the hazardous material training required by applicable OSHA and Cal OSHA rules or regulations.

SECTION 20. INDEPENDENT CONTRACTOR

- A. Contractor is retained as an independent contractor and is not employed by the District. No employee or agent of Contractor shall become, or be considered to be, an employee of the District for any purpose. It is agreed that the District is interested only in the results obtained from service under this Agreement and that Contractor shall perform as an independent contractor with sole control of the manner and means of performing the services required under this Agreement. Contractor shall complete this Agreement according to its own methods of work which shall be in the exclusive charge and control of Contractor and which shall not be subject to control or supervision by the District except as to results of the work. It is expressly understood and agreed that Contractor and its employees shall in no event be entitled to any benefits to which the District employees are entitled, including, but not limited to, overtime, retirement benefits, insurance, vacation, worker's compensation benefits, sick or injury leave or other benefits.
- B. Contractor shall be responsible for all salaries, payments, and benefits for all of its officers, agents, and employees in performing services pursuant to this Agreement.

SECTION 21. ACCOUNTING RECORDS

Contractor, and all Subcontractors, shall check all materials, equipment and labor entering into the work and shall keep or cause to be kept such full and detailed accounts as may be necessary for proper financial management under this Agreement, including true and complete books, records and accounts of all financial transactions in the course of their activities and operations related to the Project. These documents include sales slips, invoices, payrolls, personnel records, requests for Subcontractor payment, and other data relating to all matters covered by the Contract Documents (the "Data"). The Data shall be maintained for ten (10) years from the latest expiration of the term (as such may be extended) of any of the Contract Documents. Contractor shall use its best efforts to cause its Subcontractors to keep or cause to be kept true and complete books, records and accounts of all financial transactions in the course of its activities and operations related to the Project. Upon completion of the Project, Contractor shall provide the District with one (1) complete copy of the Data.

The District, at its own costs, shall have the right to review and audit, upon reasonable notice, the books and records of Contractor and any Subcontractors concerning any monies associated with the Project.

SECTION 22. PERSONAL LIABILITY

Neither the trustees, officers, employees, or agents of District, the District's representative, or Architect shall be personally responsible for any liability arising under the Contract Documents.

SECTION 23. AGREEMENT MODIFICATIONS

No waiver, alteration or modification of any of the provisions of this Agreement shall be binding upon either the District or Contractor unless the same shall be in writing and signed by both the District and Contractor.

SECTION 24. NOTICES

Any notices or filings required to be given or made under this Agreement shall be served, given or made in writing upon the District or Contractor, as the case may be, by personal delivery or registered mail (with a copy sent via fax or regular mail) to the respective addresses given below or at such other address as such party may provide in accordance with the provisions herein. Any change in the addresses noted herein shall not be binding upon the other party unless preceded by no less than thirty (30) days prior written notice.

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If to Contractor:

Bernards
555 First Street
San Fernando, CA 91340
Attn: Rick Fochtman

If to the District:

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

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

And with an additional copy to Scott Burkett,
Caldwell Flores Winters, Inc.
6425 Christie Ave., Suite 270
Emeryville, CA 94608

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

SECTION 25. ASSIGNMENT

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

SECTION 26. PROVISIONS REQUIRED BY LAW

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

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OXNARD SCHOOL DISTRICT

CONSTRUCTION SERVICES AGREEMENT

McKinna Elementary School Project

June 21st, 2017

SECTION 27. HEADINGS

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

SECTION 28. APPLICABLE LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of California. The parties irrevocably agree that any action, suit or proceeding by or among the District and Contractor shall be brought in whichever of the Superior Courts of the State of California, Ventura County, or the Federal Court for the Central District of California in Los Angeles, California, has subject matter jurisdiction over the dispute and waive any objection that they may now or hereafter have regarding the choice of forum whether on personal jurisdiction, venue, forum non conveniens or on any other ground.

SECTION 29. SUCCESSION OF RIGHTS AND OBLIGATIONS

All rights and obligations under this Agreement shall inure to and be binding upon the successors and assigns of the parties hereto.

SECTION 30. NOTIFICATION OF THIRD PARTY CLAIMS

The District shall provide Contractor with timely notification of the receipt by the District of any third-party claim relating to this Agreement, and the District may charge back to Contractor the cost of any such notification.

SECTION 31. SEVERABILITY

If any one or more of the terms, covenants or conditions of this Agreement shall to any extent be declared invalid, unenforceable, void or voidable for any reason whatsoever by a court of competent jurisdiction, the finding or order or decree of which becomes final, none of the remaining terms, provisions, covenants and conditions of the Contract Documents shall be affected thereby, and each provision of the Contract Documents shall be valid and enforceable to the fullest extent permitted by law.

SECTION 32. ENTIRE AGREEMENT

This Construction Services Agreement and the additional Contract Documents as defined in paragraph C of Section 1 herein, including the Site Lease, the Sublease, and the Specifications, drawings, and plans constitute the entire agreement between Contractor and the

District. The Contract Documents shall not be amended, altered, changed, modified or terminated without the written consent of both parties hereto, except as otherwise provided in Section 10 hereof.

SECTION 33. EXECUTION IN COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument.

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

CONTRACTOR:

Bernards
555 First Street
San Fernando, CA 91340
Rick Fochtman, Vice President

THE DISTRICT:

Oxnard School District,
a California school district
1051 South A Street
Oxnard, California 93030
Lisa A. Franz, Director, Purchasing

By: Rick Falt
Title: Executive VP
Date: 6.30.2017

By: Lisa A. Franz
Title: Director, Purchasing
Date: 8-11-17

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EXHIBIT A

Scope of Work (Plans & Specifications)

To be Designed and Approved by the Division of State Architects of the
State of California

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OXNARD SCHOOL DISTRICT

McKinna Elementary School Project

CONSTRUCTION SERVICES AGREEMENT

June 21st, 2017

EXHIBIT B

Oxnard School District – McKinna ES Project

Preconstruction Services

The District desires to retain a professional construction firm (hereafter "CONTRACTOR") to provide certain professional pre-construction services related to the Project plans and specifications for the purpose of designing the project to budget and eliminating unforeseen circumstances, errors, omissions and ambiguities in the construction documents prepared by the Architect. The fee for this set of services will be **Two Hundred Twenty-Nine Thousand Three Hundred Twenty-two and No Hundredths (\$229,322.00)**, to be paid monthly on a design progress basis.

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

1. Professional Construction Cost-Estimation Services

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

2. Professional Constructability Review

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

3. Value Engineering Services

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

4. Building Information Modeling (BIM) Services

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

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

5. Construction Scheduling Services

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

6. Cooperation and Attendance at Design Meetings

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

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

7. Schedule for Pre-Construction Services.

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

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

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

CONTRACTOR:

THE DISTRICT:

Oxnard School District,
a California school district

By: Rich Foeltz

By: Lisa A. Franz

Title: Executive Vice President

Title: Lisa A. Franz, Director, Purchasing

Date: 6.30.2017

Date: 8-11-17

OSD BOARD AGENDA ITEM

Name of Contributor: Betsy George

Date of Meeting: June 24, 2020

Agenda Section: Section C: Facilities Agreement

Ratification of Change Order No. 002 to Construction Services Agreement #17-41, with Bernards to adjust costs for the McKinna ES Reconstruction Project (George/Miller/CFW)

Change Order No. 002 addresses the procurement and installation of hand dryers. The original contract scope of work did not include this provision. Paper towel dispensers were provided by the Owner and were installed in single occupancy staff restrooms. Per the Districts request, hand dryers were procured and installed in all student restrooms. In coordination with the Architect and District, the contractor was provided the product data, and the desired location for this installation. Change Order No. 002 provides for the Board's consideration and ratification of the following COR:

COR No. 168 – PR 07 – RFI 216 – Hand Dryers Requirements

FISCAL IMPACT:

Eighty-Eight Thousand Nine Hundred Sixty-Two Dollars and No Cents (\$88,962.00) to be paid out of the Master Construct and Implementation Funds within the approved project budget paid to Bernards under Board approved Master Agreement #17-41.

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Facilities, in consultation with Caldwell Flores Winters, that the Board of Trustees ratify Change Order #002 for Master Agreement #17-41 with Bernards.

ADDITIONAL MATERIALS:

Attached: [Change Order No. 002 \(2 Pages\)](#)
[COR No. 168RO - PR 07 - RFI 216 - Hand Dryers Requirements \(1 Page\)](#)
[Construction Services Agreement #17-41, Bernards \(25 Pages\)](#)



CHANGE ORDER

Date: 6/24/2020

CHANGE ORDER NO. 002

PROJECT: MCKINNA ES RECONSTRUCTION
O.S.D. BID No. N/A
O.S.D. Agreement No. 17-41

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

ARCHITECT Perkins Eastman
3194 D Airport Loop Drive,
Costa Mesa, CA 92626

CONTRACTOR:

Bernards Bros. Inc.
555 First Street
San Fernando, CA 91340
Attn: Carl Magness

Architects Proj. No.: 72538-101
D.S.A. File No.: 56-22
D.S.A. App. No.: 03-118371

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.....	\$ 28,319,338.00
NET CHANGE - ALL PREVIOUS CHANGE ORDERS (001).....	\$ 39,711.00
ADJUSTED CONTRACT SUM.....	\$ 28,359,049.00
NET CHANGE -	\$ 88,962.00

Total Change Orders to Date:	\$ 128,673.00
ADJUSTED CONTRACT SUM THROUGH CHANGE ORDER NO.: 002... ..	\$ 28,448,011.00

Commencement Date:	July 16, 2018
Original Completion Date:	February 15, 2020
Original Contract Time:	580 Calendar Days
Time Extension for all Previous Change Orders:	Zero Calendar Days
Time Extension for this Change Order:	Zero Calendar Days
Adjusted Completion Date:	February 15, 2020

Percentage(0.45%)

Item	Description	Unforeseen Condition (UFO)	Additional Scope (AS)	Errors & Omissions (E&O)	Code Requirement
1.	PCO 168-PR 07 – RFI 216 – Hand Dryers		\$88,962.00		
	Totals	\$	\$88,962.00	\$	\$

Total Change Order No. 002 \$88,962.00

**NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND ASSIST. 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: _____



CHANGE ORDER REQUEST

COR No. 168 R0

Date: 3/15/2020

Project: McKinna Elementary School Reconstruction

DESCRIPTION OF WORK

PR 07 - RFI 216 - Hand Dryers Requirements

SUMMARY OF COSTS

Item Description	Company	Amount Requested
Subcontract Costs		
	Taft Electric Co	82,072
	Subtotal:	82,072
Contractual Costs		
Fee		4,236
Subcontract Default Insurance		985
CCIP		1,038
Contractor Bond		631
	Subtotal:	6,890
Total Change Order Request Amount:		88,962

APPROVAL

(Please note that if this Change Order Request is not approved by , additional costs and schedule impacts may result.)

Oxnard School District

Bernards Bros. Inc.

Signature

Signature

Printed Name & Title

Printed Name & Title

Date

Date

CONSTRUCTION SERVICES AGREEMENT

This Construction Services Agreement (hereinafter referred to as the "Agreement") is entered into this 21st day of June, 2017, by and between the Oxnard School District, a California school district organized and existing under the laws of the State of California (hereinafter referred to as the "District") and Bernards which is a contractor licensed by the State of California, with its principal place of business at 555 First Street, San Fernando, CA 91340 (hereinafter referred to as "Contractor").

WHEREAS, the District operates McKinna Elementary School, located at 1611 South J Street, Oxnard, California 93033 (hereinafter referred to as the "School Facility"); and

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

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

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

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

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

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

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

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

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

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

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

SECTION 1. DEFINITIONS

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

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

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

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with any duly authorized and executed amendment(s) thereto, pursuant to which the District leases the Site to Contractor.

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

SECTION 2. CONTRACTOR'S DUTIES AND STATUS

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

SECTION 3. ADDITIONAL SERVICES

If the District requests Contractor to perform additional services not described in this Agreement, Contractor shall provide a cost estimate and a written description of the additional work necessary to complete such additional services. The cost for such additional services shall be negotiated and agreed upon in writing in advance of Contractor performing or contracting for such additional services, and such cost shall be used to adjust the GMP established pursuant to Section 5 hereof. In the absence of a written agreement, the District will not compensate Contractor for additional services, will not adjust the GMP for such additional services, and Contractor will not be required to perform them. It is understood and

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agreed that if Contractor performs any services that it claims are additional services without receiving prior written approval from the District Board of Education, Contractor shall not be paid for such claimed additional services and the GMP will not be adjusted. Nothing in this Agreement shall be construed as limiting the valuation of such additional services and amount that the GMP will be adjusted for such additional services, should a written agreement for such services be executed by the parties. Notwithstanding the foregoing, Contractor shall not be entitled to compensation, nor will the GMP be adjusted, for additional services required as a result of Contractor's acts, errors or omissions.

SECTION 4. OWNERSHIP OF PLANS AND DOCUMENTS

All original field notes, written reports, drawings, specifications, Construction Documents, and other documents, produced or developed for the Project are the property of the District, regardless of whether the Project is constructed, and shall be furnished to the District. Such documents are not to be used by Contractor or by the Subcontractors on other work nor shall Contractor nor the Subcontractors claim any right to such documents. This shall not deprive Contractor from retaining electronic data or other reproducible copies of the Construction Documents or the right to reuse information contained in them in the normal course of Contractor's professional activities.

SECTION 5. ESTABLISHMENT OF GUARANTEED MAXIMUM PRICE

The "GMP" for the Project shall be Two Hundred Twenty-Nine Thousand Three Hundred Twenty-two and No Hundredths (\$229,322.00). The GMP consists of (1) a Preconstruction Fee only in the amount of Two Hundred Twenty-Nine Thousand Three Hundred Twenty-two and No Hundredths (\$229,322.00), (2) a Sublease Tenant Improvement and (3) a Contractor Contingency and Sublease Payments to be negotiated as an amendment to this agreement pursuant to terms and payment schedule as amended and set forth in the Sublease. THE "GMP" WILL NOT BE ESTABLISHED UNTIL DSA HAS APPROVED THE FINAL PLANS AND SPECIFICATIONS AND THE BOARD APPROVES IT PRIOR TO NTP FOR CONSTRUCTION. The GMP will then be brought to the Board of Trustees as an amendment to this section of this agreement. Until such time this section will remain as a Preconstruction Fee only, the Site Lease and Sublease will not begin and the Contractor will proceed with Preconstruction Services as set forth in **Exhibit B** with an NTP for Preconstruction from the District.

The GMP is based upon the DSA approved plans and specifications to exist after this Agreement is entered into between Contractor and the District, and more fully described and referenced in the Scope of Work to be set forth in **Exhibit A** attached hereto. Prior to DSA approval Contractor will perform Preconstruction Services to assist in designing the project and as set forth in **Exhibit B**. After preconstruction services, DSA approval of plans and

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specifications, and the establishment of the GMP the Contractor shall assume the risk of cost overruns which were not foreseeable at the time this Agreement is entered into and the GMP determined, except for undocumented events of the type set forth in Section 19 hereof, work mandated by an outside agency after issuance of Construction Documents that could not have been reasonably foreseen from review of the Contract Documents, or costs arising from undocumented geotechnical issues. Contractor acknowledges that (i) Contractor has conducted a site inspection and is familiar with the site conditions based on records, studies and visible conditions relating to construction and labor and (ii) Contractor has reviewed the Contract Documents and is familiar with the contents thereof. District directed changes to the scope of the Project not contemplated in the Scope of Work shall be deemed Extra Work/Modifications pursuant to the procedures set forth in Section 10 of this Agreement. The GMP shall include, but not be limited to, increases in labor and materials. The GMP has been used to calculate the Tenant Improvement Payments and the Sublease Payments to be paid by the District to Contractor pursuant to the Sublease. The GMP includes the cost of all labor, materials, equipment, general conditions, overhead, profit and a Contractor Contingency as indicated above.

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

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

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

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OXNARD SCHOOL DISTRICT

CONSTRUCTION SERVICES AGREEMENT

McKinna Elementary School Project

June 21st, 2017

SECTION 6. NOTICE TO PROCEED WITH PRECONSTRUCTION AND CONSTRUCTION

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

Upon receipt of an approved GMP, the District shall issue a notice to Contractor to proceed with the Construction of the Project. In the event that a Notice to Proceed with Construction is not issued for the Project, the Site Lease and the Sublease shall terminate upon written notice from the District to Contractor that a Notice of Proceed will not be issued.

SECTION 7. SAVINGS

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

SECTION 8. SELECTION OF SUBCONTRACTORS

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

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with this provision, the District may terminate this Agreement in accordance with the provisions of the General Conditions. Subcontractors awarded contracts by Contractor shall be afforded all the rights and protections of listed subcontractors under the provisions of the Subletting and Subcontracting Fair Practices Act (Public Contract Code Section 4100, et seq.).

SECTION 9. CONSTRUCTION SCOPE OF WORK

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

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OXNARD SCHOOL DISTRICT

CONSTRUCTION SERVICES AGREEMENT

McKinna Elementary School Project

June 21st, 2017

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- F. The District shall cause the appropriate professionals to stamp and sign, as required, the original Construction Documents or parts thereof and coordinate the Project's design with all utilities.
- G. Contractor shall, for the benefit of the Subcontractors, attend pre-construction orientation conferences in conjunction with the Architect to set forth the various reporting procedures and site rules prior to the commencement of actual construction. Contractor shall also attend construction and progress meetings with District representatives and other interested parties, as requested by the District, to discuss such matters as procedures, progress problems and scheduling. Contractor shall prepare and promptly distribute official minutes of such meetings to all parties in attendance, including without limitation the District, the Architect and the District Inspector of Record.
- H. Contractor shall incorporate approved changes as they occur, and develop cash flow reports and forecasts for submittal to the District as requested. Contractor shall provide regular monitoring of the approved estimates for Construction costs, showing actual costs for activities in progress, and estimates for uncompleted tasks. Contractor shall maintain cost accounting records on authorized additional services or work performed under unit costs, additional work performed on the basis of actual costs of labor and materials, and for other work requiring accounting records.
- I. Contractor shall record the progress of the Project and shall submit monthly written progress reports to the District and the Architect including information on the entire Project, showing percentages of completion and the number and amounts of proposed Extra Work/Modifications and their effect on the construction costs as of the date of each respective report.
- J. Contractor shall keep a log containing a record of weather, Subcontractors, work on the site, number of workers, work accomplished, problems encountered, and other similar relevant data as the District may require. Contractor shall make the log available to the District, the Architect, and the District's project manager. The District shall be promptly advised on all anticipated delays in the Project.
- K. The District shall bear the cost for the DSA Inspector, soils testing, DSA or other regulatory agency fees, and special testing required in the construction of the Project. If additional review or permits become necessary for reasons not due to Contractor's fault or because of DSA or regulatory agency requirements or regulations implemented after the date the Final GMP is established and not reasonably anticipated at the time the Final GMP is established, Contractor may seek additional compensation for the cost of that review as an additional cost. In the alternative, the District may pay such costs directly.

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SECTION 10. EXTRA WORK/MODIFICATIONS

- A. The District may prescribe or approve additional work or a modification of requirements or of methods of performing the Construction which differ from the work or requirements set forth in the Construction Documents ("Extra Work/Modifications"); and for such purposes the District may at any time during the life of this Agreement, by written order, make such changes as it shall find necessary in the design, line, grade, form, location, dimensions, plan, or material of any part of the work or equipment specified in this Agreement or in the Construction Documents, or in the quantity or character of the work or equipment to be furnished. In the event conditions develop which, in the opinion of Contractor, makes strict compliance with the specifications impractical, Contractor shall notify the District of the need for Extra Work/Modifications by placing the matter on the agenda of regularly scheduled construction meetings with the District for discussion as soon as practicable after the need for the Extra Work/Modifications is determined. Additionally, Contractor shall submit to the District for its consideration and approval or disapproval, a written request for Extra Work/Modifications before such work is performed. If the District approves the request in writing, the costs of the Extra Work/Modification shall be added to or deducted from the GMP or the Scope of Work shall be modified to complete the Project within the GMP, as applicable. Any adjustments to the GMP will result in an adjustment of the Tenant Improvement Payment and, if applicable, the Sublease Payments.
- B. Extra Work/Modifications include work related to unforeseen underground conditions if, and only if, such conditions are not visible or identified on plans, reports or other documents available to Contractor. Extra Work/Modifications do not include underground conditions that are identified on plans, reports or other documents available to Contractor but are in a location different than is set forth on such plans, reports or other documents available to Contractor. It should be noted, however, that the District has advised and provided Contractor with information regarding the shallow water table and recent projects experience with encountering water when digging. Contractor has included in its calculation of the GMP an amount to mitigate for encountering water when completing the scope of work contemplated herein. Therefore, Extra Work/Modifications do not include expenses incurred by, and/or work performed by, Contractor in connection with such shallow water table and with encountering water when digging.
- C. Should Contractor claim that any instruction, request, drawing, specification, action, condition, omission, default or other situation (i) obligates the District to increase the GMP; or (ii) obligates the District to grant an extension of time for the completion of

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this Agreement; or (iii) constitutes a waiver of any provision in this Agreement, CONTRACTOR SHALL NOTIFY THE DISTRICT, IN WRITING, OF SUCH CLAIM AS SOON AS POSSIBLE, BUT IN NO EVENT WITHIN MORE THAN TEN (10) DAYS FROM THE DATE CONTRACTOR HAS ACTUAL OR CONSTRUCTIVE NOTICE OF THE CLAIM. CONTRACTOR SHALL ALSO PROVIDE THE DISTRICT WITH SUFFICIENT WRITTEN DOCUMENTATION SUPPORTING THE FACTUAL BASIS OF THE CLAIM including items used in valuing said claim. Contractor shall be required to certify under penalty of perjury the validity and accuracy of any claims submitted. Contractor's failure to notify the District within such ten (10) day period shall be deemed a waiver and relinquishment of the claim against the District.

- D. Expenses of reconstruction and/or costs to replace and/or repair damaged materials and supplies, provided that Contractor is not fully compensated for such expenses and/or costs by insurance or otherwise, shall be included in an increase to the GMP if said expenses are the result of the negligent acts or omissions of the District, or its principals, agents, servants, or employees.

SECTION 11. NOT USED

SECTION 12. PERSONNEL ASSIGNMENT

- A. Contractor shall assign TBD as Project Manager/Superintendent for the Project. So long as TBD remains in the employ of Contractor, such person shall not be changed or substituted from the Project, or cease to be fully committed to the Project except as provided in this Section. In the event Contractor deems it necessary, Contractor shall replace the manager and/or the superintendent for the Project with a replacement with like qualifications and experience, subject to the prior written consent of the District, which consent shall not be unreasonably withheld. Any violation of the terms of paragraph A of this Section 12 shall entitle the District to terminate this Agreement for breach, pursuant to the provisions of the General Conditions.
- B. Notwithstanding the foregoing provisions of paragraph A of Section 12, above, if any manager and/or superintendent proves not to be satisfactory to the District, upon written notice from the District to Contractor, such person(s) shall be promptly replaced by a person who is acceptable to the District in accordance with the following procedures: Within five (5) business days after receipt of a notice from the District requesting replacement of any manager and/or superintendent or discovery by Contractor that any manager and/or superintendent is leaving their employ, as the case may be, Contractor shall provide the District with the name of an acceptable replacement/substitution together with such information as the District may reasonably request about such replacement/substitution. The replacement/substitution shall commence work on the Project no later than five (5)

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business days following the District's approval of such replacement, which approval shall not be unreasonably withheld. If the District and Contractor cannot agree as to the replacement/substitution, the District shall be entitled to terminate this Agreement for breach pursuant to the provisions of the General Conditions.

SECTION 13. BONDING REQUIREMENTS

Contractor shall fully comply with the requirements set forth in Section 6.9 of the General Conditions.

SECTION 14. PAYMENTS TO CONTRACTOR

- A. Contractor shall finance the cost of construction of the Project which costs shall not exceed the GMP, which shall not be adjusted except as otherwise provided in this Agreement. The District shall pay Contractor Tenant Improvement Payments and Sublease Payments pursuant to the terms and conditions of Section 6 of the Sublease. In the event of a dispute between the District and Contractor, the District may withhold from the Tenant Improvement Payments and the Sublease Payments an amount not to exceed one hundred fifty percent (150%) of the disputed amount.
- B. This Agreement is subject to the provisions of California Public Contract Code Sections 7107, 7201 and 20104.50 as they may from time to time be amended.
- C. For purposes of this Agreement, the acceptance by the District means acceptance made only by an action of the governing body of the District in session. Acceptance by Contractor of the final Tenant Improvement Payment or the Sublease Payment, as the case may be, shall constitute a waiver of all claims against the District related to those amounts.

SECTION 15. CONTRACTOR'S CONTINUING RESPONSIBILITY

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

SECTION 16. INSURANCE

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

SECTION 17. USE OF PREMISES

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

SECTION 18. SITE REPRESENTATIONS

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

SECTION 19. HAZARDOUS WASTE AND UNKNOWN PHYSICAL CONDITIONS

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

- A. If the District has identified the presence of hazardous materials on or in proximity to the Site (the "Pre-existing Hazardous Materials"), Contractor shall review all information provided by the District that characterizes the Pre-existing Hazardous Materials and shall take the actions approved by DTSC and issued by the District necessary to address the Pre-existing Hazardous Materials in the performance of the work. Contractor shall conduct the work based on this information issued at the time contract documents are executed. Contractor shall immediately communicate, in writing, any variances from available information to the District.
- B. The District will retain an additional independent environmental consultant to perform the investigation, inspection, testing, assessment, sampling and analysis necessary to prepare and recommend a remediation plan for the Pre-existing Hazardous Materials for the District's approval (the "Remediation Plan").

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- C. The District will retain title to all Pre-existing Hazardous Materials encountered during the work. This does not include hazardous material generated by Contractor, including but not limited to used motor oils, lubricants, cleaners, etc. Contractor shall dispose of such hazardous waste in accordance with the provisions of the Contract Documents, as well as local, State and Federal laws and regulations. The District will be shown as the hazardous waste generator and will sign all hazardous waste shipment manifests for non-Contractor generated hazardous waste. Nothing contained within these Contract Documents shall be construed or interpreted as requiring Contractor to assume the status of owner or generator of hazardous waste substances for non-Contractor generated hazardous wastes.
- D. Except as otherwise provided herein, it is the responsibility of Contractor to obtain governmental approvals relating to Hazardous Materials Management, including Federal and State surface water and groundwater discharge permits and permits for recycling and reuse of hazardous materials for all work noted in the contract documents. Contractor shall be responsible for coordinating compliance with such governmental approvals and applicable governmental rules with the District's hazardous materials consultant, including those governing the preparation of waste profiles, waste manifests, and bills of lading. If Contractor encounters hazardous materials, it shall immediately notify the District in writing. The District, Consultant and Contractor shall jointly establish the plan for disposition and actions to be taken with respect to the hazardous materials, subject to final written approval by the District.
- E. If, during construction, Contractor encounters materials, conditions, waste, contaminated groundwater or substances, not identified in the District's assessment report, that Contractor reasonably suspects are hazardous materials, Contractor shall stop the affected portion of the work, secure the area, promptly notify the District, and take reasonable measures to mitigate the impact of such work stoppage. The District shall retain the services of an environmental consultant to perform investigation, inspection, testing, assessment, sampling and analysis of the suspect materials, conditions, waste, groundwater or substances.
- (1) Found Not to be Hazardous Materials. If the environmental consultant determines that the materials, conditions, waste, contaminated groundwater or substances do not constitute hazardous materials, Contractor shall recommence the suspended work.
- (2) Found to be Hazardous Materials. If the environmental consultant determines that the materials, conditions, waste, contaminated groundwater or substances constitute hazardous materials and such hazardous materials require remediation and disposal, then the District, Consultant and Contractor shall jointly establish the plan for disposition and actions to be taken with respect to the hazardous

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materials, subject to final written approval by the District. All such costs shall be the responsibility of the District.

F. Exacerbation of Pre-Existing Hazardous Materials.

If during construction Contractor encounters pre-existing environmental conditions that it knew or should have known involve hazardous materials (the "Point of Discovery") (which encounters may include an unavoidable release or releases of hazardous materials) then Contractor must immediately stop the affected portion of the work. If Contractor fails to immediately stop the affected portion of the work after the Point of Discovery, then Contractor is solely responsible for any resultant Exacerbation Cost. "Exacerbate," in all its forms, means the worsening effects of Contractor's failure to stop the affected portion of work after the Point of Discovery. "Exacerbation Cost" means the differential between (i) the actual increase in the cost of remediation and delays to the Project attributable to pre-existing environmental conditions involving hazardous substances, and (ii) the cost thereof or delays thereto had Contractor immediately stopped the affected portion of the work after the Point of Discovery. The standard of "should have known" applies to Contractor's supervisory personnel, whether or not on the Site. Contractor's supervisory personnel must have had the hazardous material training required by applicable OSHA and Cal OSHA rules or regulations.

SECTION 20. INDEPENDENT CONTRACTOR

- A. Contractor is retained as an independent contractor and is not employed by the District. No employee or agent of Contractor shall become, or be considered to be, an employee of the District for any purpose. It is agreed that the District is interested only in the results obtained from service under this Agreement and that Contractor shall perform as an independent contractor with sole control of the manner and means of performing the services required under this Agreement. Contractor shall complete this Agreement according to its own methods of work which shall be in the exclusive charge and control of Contractor and which shall not be subject to control or supervision by the District except as to results of the work. It is expressly understood and agreed that Contractor and its employees shall in no event be entitled to any benefits to which the District employees are entitled, including, but not limited to, overtime, retirement benefits, insurance, vacation, worker's compensation benefits, sick or injury leave or other benefits.
- B. Contractor shall be responsible for all salaries, payments, and benefits for all of its officers, agents, and employees in performing services pursuant to this Agreement.

SECTION 21. ACCOUNTING RECORDS

Contractor, and all Subcontractors, shall check all materials, equipment and labor entering into the work and shall keep or cause to be kept such full and detailed accounts as may be necessary for proper financial management under this Agreement, including true and complete books, records and accounts of all financial transactions in the course of their activities and operations related to the Project. These documents include sales slips, invoices, payrolls, personnel records, requests for Subcontractor payment, and other data relating to all matters covered by the Contract Documents (the "Data"). The Data shall be maintained for ten (10) years from the latest expiration of the term (as such may be extended) of any of the Contract Documents. Contractor shall use its best efforts to cause its Subcontractors to keep or cause to be kept true and complete books, records and accounts of all financial transactions in the course of its activities and operations related to the Project. Upon completion of the Project, Contractor shall provide the District with one (1) complete copy of the Data.

The District, at its own costs, shall have the right to review and audit, upon reasonable notice, the books and records of Contractor and any Subcontractors concerning any monies associated with the Project.

SECTION 22. PERSONAL LIABILITY

Neither the trustees, officers, employees, or agents of District, the District's representative, or Architect shall be personally responsible for any liability arising under the Contract Documents.

SECTION 23. AGREEMENT MODIFICATIONS

No waiver, alteration or modification of any of the provisions of this Agreement shall be binding upon either the District or Contractor unless the same shall be in writing and signed by both the District and Contractor.

SECTION 24. NOTICES

Any notices or filings required to be given or made under this Agreement shall be served, given or made in writing upon the District or Contractor, as the case may be, by personal delivery or registered mail (with a copy sent via fax or regular mail) to the respective addresses given below or at such other address as such party may provide in accordance with the provisions herein. Any change in the addresses noted herein shall not be binding upon the other party unless preceded by no less than thirty (30) days prior written notice.

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If to Contractor:

Bernards
555 First Street
San Fernando, CA 91340
Attn: Rick Fochtman

If to the District:

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

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

And with an additional copy to Scott Burkett,
Caldwell Flores Winters, Inc.
6425 Christie Ave., Suite 270
Emeryville, CA 94608

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

SECTION 25. ASSIGNMENT

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

SECTION 26. PROVISIONS REQUIRED BY LAW

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

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OXNARD SCHOOL DISTRICT

CONSTRUCTION SERVICES AGREEMENT

McKinna Elementary School Project

June 21st, 2017

SECTION 27. HEADINGS

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

SECTION 28. APPLICABLE LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of California. The parties irrevocably agree that any action, suit or proceeding by or among the District and Contractor shall be brought in whichever of the Superior Courts of the State of California, Ventura County, or the Federal Court for the Central District of California in Los Angeles, California, has subject matter jurisdiction over the dispute and waive any objection that they may now or hereafter have regarding the choice of forum whether on personal jurisdiction, venue, forum non conveniens or on any other ground.

SECTION 29. SUCCESSION OF RIGHTS AND OBLIGATIONS

All rights and obligations under this Agreement shall inure to and be binding upon the successors and assigns of the parties hereto.

SECTION 30. NOTIFICATION OF THIRD PARTY CLAIMS

The District shall provide Contractor with timely notification of the receipt by the District of any third-party claim relating to this Agreement, and the District may charge back to Contractor the cost of any such notification.

SECTION 31. SEVERABILITY

If any one or more of the terms, covenants or conditions of this Agreement shall to any extent be declared invalid, unenforceable, void or voidable for any reason whatsoever by a court of competent jurisdiction, the finding or order or decree of which becomes final, none of the remaining terms, provisions, covenants and conditions of the Contract Documents shall be affected thereby, and each provision of the Contract Documents shall be valid and enforceable to the fullest extent permitted by law.

SECTION 32. ENTIRE AGREEMENT

This Construction Services Agreement and the additional Contract Documents as defined in paragraph C of Section 1 herein, including the Site Lease, the Sublease, and the Specifications, drawings, and plans constitute the entire agreement between Contractor and the

District. The Contract Documents shall not be amended, altered, changed, modified or terminated without the written consent of both parties hereto, except as otherwise provided in Section 10 hereof.

SECTION 33. EXECUTION IN COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument.

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

CONTRACTOR:

Bernards
555 First Street
San Fernando, CA 91340
Rick Fochtman, Vice President

THE DISTRICT:

Oxnard School District,
a California school district
1051 South A Street
Oxnard, California 93030
Lisa A. Franz, Director, Purchasing

By: Rick Falt
Title: Executive VP
Date: 6.30.2017

By: Lisa A. Franz
Title: Director, Purchasing
Date: 8-11-17

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EXHIBIT A

Scope of Work (Plans & Specifications)

To be Designed and Approved by the Division of State Architects of the
State of California

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OXNARD SCHOOL DISTRICT

McKinna Elementary School Project

CONSTRUCTION SERVICES AGREEMENT

June 21st, 2017

EXHIBIT B

Oxnard School District – McKinna ES Project

Preconstruction Services

The District desires to retain a professional construction firm (hereafter "CONTRACTOR") to provide certain professional pre-construction services related to the Project plans and specifications for the purpose of designing the project to budget and eliminating unforeseen circumstances, errors, omissions and ambiguities in the construction documents prepared by the Architect. The fee for this set of services will be **Two Hundred Twenty-Nine Thousand Three Hundred Twenty-two and No Hundredths (\$229,322.00)**, to be paid monthly on a design progress basis.

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

1. Professional Construction Cost-Estimation Services

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

2. Professional Constructability Review

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

3. Value Engineering Services

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

4. Building Information Modeling (BIM) Services

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

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

5. Construction Scheduling Services

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

6. Cooperation and Attendance at Design Meetings

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

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

7. Schedule for Pre-Construction Services.

A. The services outlined herein shall commence on the date specified in the District's Notice to Proceed ("NTP"). The schedule of the services to be provided herein shall be consistent with the Design Schedule identified in the District's contract with the Architect for the Project. The service of this Contract shall conclude and terminate upon receipt of the stamped approval of the Project Plans and Specifications from DSA.

B. In the event that the CONTRACTOR is unable to perform the services anticipated in this Contract in the Architect's design schedule, CONTRACTOR shall notify the Program Manager and the Design Team shall work on a mutually agreeable modification to the design schedule.

C. Any extensions required for deliverables shall be subject to the reasonable approval in writing by the District.

CONTRACTOR:

THE DISTRICT:

Oxnard School District,
a California school district

By: Rich Foeltz

By: Lisa A. Franz

Title: Executive Vice President

Title: Lisa A. Franz, Director, Purchasing

Date: 6.30.2017

Date: 8-11-17

OSD BOARD AGENDA ITEM

Name of Contributor: Betsy George

Date of Meeting: June 24, 2020

Agenda Section: Section C: Facilities Agreement

Ratification of Change Order No. 003 to Construction Services Agreement #17-41, with Bernards for the McKinna ES Reconstruct Project (George/Miller/CFW)

Change Order No. 003 addresses the relocation of the IDF which was originally located within a second floor classroom. Per the request of the District, in coordination with the project team, the IDF was relocated to a newly constructed enclosure attached to the classroom building and accessible from the outside so as not to disturb classroom instruction. A new enclosure was constructed adjoining to the exterior wall of the classroom building. For proper ventilation, louvered doors and AC unit was provided. Also, included in this change order are costs for the procurement of low profile backpack hooks needed to meet ADA requirements and additional paint grade lumber needed for new layout as per PR13. Lastly, also included in this change order are costs associated with the modification of the sidewalk, located adjacent to Kindergarten Building, into a ramp with guardrail/handrail configuration to meet ADA requirements. In coordination with the Architect and District, the contractor was provided the product data, and the desired location for these installations. Change Order No. 003 provides for the Board's consideration and ratification of the following COR's:

- COR 177 – PR 19 - IDF Relocation
- COR 194 – RFI 385 R1 – Backpack Hook Layout & Product Revision
- COR 195 – PR 34 – CCD 017 – Kindergarten Sidewalk Rails

FISCAL IMPACT:

Sixty-Four Thousand Four Hundred Fifteen Dollars and No Cents (\$64,415.00) to be paid out of the Master Construct and Implementation Funds within the approved project budget paid to Bernards under Board approved Master Agreement #17-41.

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Facilities, in consultation with Caldwell Flores Winters, that the Board of Trustees ratify Change Order #003 for Master Agreement #17-41 with Bernards.

ADDITIONAL MATERIALS:

- Attached:** [Change Order No. 003 \(2 Pages\)](#)
- [COR No. 177 - PR 19 - IDF Relocation \(1 Page\)](#)
- [COR No. 194 - RFI 385 R1 - Backpack Hook Layout & Product Revision \(1 Page\)](#)
- [COR No. 195 - PR 34 - CCD 017 - Kindergarten Sidewalk Rails \(1 Page\)](#)
- [Construction Services Agreement #17-41, Bernards \(25 Pages\)](#)



CHANGE ORDER

Date: 6/24/2020

CHANGE ORDER NO. 003

PROJECT: MCKINNA ES RECONSTRUCTION
O.S.D. BID No. N/A
O.S.D. Agreement No. 17-41

OWNER: Oxnard School District
 1051 South A Street
 Oxnard, CA. 93030

ARCHITECT Perkins Eastman
 3194 D Airport Loop Drive,
 Costa Mesa, CA 92626

CONTRACTOR:
 Bernards Bros. Inc.
 555 First Street
 San Fernando, CA 91340
 Attn: Carl Magness

Architects Proj. No.: 72538-101
D.S.A. File No.: 56-22
D.S.A. App. No.: 03-118371

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.....	\$ 28,319,338.00
NET CHANGE - ALL PREVIOUS CHANGE ORDERS (001-002).....	\$ 128,673.00
ADJUSTED CONTRACT SUM.....	\$ 28,448,011.00
NET CHANGE -	\$ 64,415.00

Total Change Orders to Date:	\$ 193,088.00
ADJUSTED CONTRACT SUM THROUGH CHANGE ORDER NO.: 003... ..	\$ 28,512,426.00

Commencement Date:	July 16, 2018
Original Completion Date:	February 15, 2020
Original Contract Time:	580 Calendar Days
Time Extension for all Previous Change Orders:	Zero Calendar Days
Time Extension for this Change Order:	Zero Calendar Days
Adjusted Completion Date:	February 15, 2020

Percentage **(0.68%)**

Item	Description	Unforeseen Condition (UFO)	Additional Scope (AS)	Errors & Omissions (E&O)	Code Requirement
1.	PCO 177 – PR 19 - IDF Relocation		\$21,819.00		
2.	PCO 194 – PR 19 - IDF Relocation		\$9,204.00		
3.	PCO 195 – PR 19 - IDF Relocation		\$33,392.00		
	Totals	\$	\$64,415.00	\$	\$

Total Change Order No. 003\$64,415.00

**NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND ASSIST. 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: _____



CHANGE ORDER REQUEST

Project: McKinna Elementary School Reconstruction

COR No. 177 R0

Date: 3/15/2020

DESCRIPTION OF WORK

PR 19 - IDF Relocation

SUMMARY OF COSTS

Item Description	Company	Amount Requested
Subcontract Costs		
	Sheldon Mechanical Corp	20,128
	Subtotal:	20,128
Contractual Costs		
Fee		1,039
Subcontract Default Insurance		242
CCIP		255
Contractor Bond		155
	Subtotal:	1,691
Total Change Order Request Amount:		21,819

APPROVAL

(Please note that if this Change Order Request is not approved by , additional costs and schedule impacts may result.)

Oxnard School District

Bernards Bros. Inc.

Signature

Signature

Printed Name & Title

Printed Name & Title

Date

Date



CHANGE ORDER REQUEST

COR No. 194 R0

Date: 3/15/2020

Project: McKinna Elementary School Reconstruction

DESCRIPTION OF WORK

RFI 385 R1 - Backpack hook layout & product revision

SUMMARY OF COSTS

Item Description	Company	Amount Requested
Subcontract Costs		
	Dennis Reeves, Inc	8,492
	Subtotal:	8,492
Contractual Costs		
Fee		438
Subcontract Default Insurance		102
CCIP		107
Contractor Bond		65
	Subtotal:	712
Total Change Order Request Amount:		9,204

APPROVAL

(Please note that if this Change Order Request is not approved by , additional costs and schedule impacts may result.)

Oxnard School District

Bernards Bros. Inc.

Signature

Signature

Printed Name & Title

Printed Name & Title

Date

Date



CHANGE ORDER REQUEST

COR No. 195 R0

Date: 3/15/2020

Project: McKinna Elementary School Reconstruction

DESCRIPTION OF WORK

PR 34 - CCD 017 - Kindergarten Sidewalk rails

SUMMARY OF COSTS

Item Description	Company	Amount Requested
Subcontract Costs		
	Anderson Charnesky	30,805
	Structural Steel Inc	
	Subtotal:	30,805
Contractual Costs		
Fee		1,590
Subcontract Default Insurance		370
CCIP		390
Contractor Bond		237
	Subtotal:	2,587
Total Change Order Request Amount:		33,392

APPROVAL

(Please note that if this Change Order Request is not approved by , additional costs and schedule impacts may result.)

Oxnard School District

Bernards Bros. Inc.

Signature

Signature

Printed Name & Title

Printed Name & Title

Date

Date

CONSTRUCTION SERVICES AGREEMENT

This Construction Services Agreement (hereinafter referred to as the "Agreement") is entered into this 21st day of June, 2017, by and between the Oxnard School District, a California school district organized and existing under the laws of the State of California (hereinafter referred to as the "District") and Bernards which is a contractor licensed by the State of California, with its principal place of business at 555 First Street, San Fernando, CA 91340 (hereinafter referred to as "Contractor").

WHEREAS, the District operates McKinna Elementary School, located at 1611 South J Street, Oxnard, California 93033 (hereinafter referred to as the "School Facility"); and

WHEREAS, the District desires to construct new facilities and improvements (as more fully described below) at those portions of the School Facility identified in the Site Lease, as defined in Section 1G below (the "Site"); and

WHEREAS, the District has determined that it is in its best interests to pursue the improvements to the School Facility through the lease-leaseback method of project delivery pursuant to California Education Code §17406 which permits the governing board of the District, without advertising for bids, to lease to Contractor property owned by the District if the instrument by which property is leased requires the lessee to construct, or provide for the construction, on the leased property, of a facility for the use of the District during the term of the lease, and provides that title to that facility shall vest in the District at the expiration of the lease; and

WHEREAS, the District desires to finance a portion of the improvements utilizing the lease/leaseback methodology; and

WHEREAS, the District has conducted an RFQ process by which it selected Contractor; and

WHEREAS, the District intends to undertake work to improve the School Facility, the scope of which is generally described in **Exhibits A and B** attached hereto and incorporated by reference herein; and

WHEREAS, in connection with the approval of this Agreement, the District will enter into a site lease with Contractor, under which it will lease to Contractor the Site in order for Contractor to construct the Project as described in the Scope of Work set forth generally in **Exhibits A and B** (hereinafter referred to as the "Scope of Work"); and

WHEREAS, assuming that the District and Contractor can agree on the terms, including the price, for the additional scope of work, the District and Contractor anticipate that the scope of the Project may be amended to include additional work; and

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WHEREAS, Contractor will lease the Site back to the District pursuant to a sublease agreement, under which the District will be required to make payments to Contractor for the use and occupancy of the Site, including the Project (hereinafter the "Financing"); and

WHEREAS, Contractor represents that it is sufficiently experienced in the construction of the type of facility and type of work sought by the District and is willing to perform said work for lease and the Financing to the District, all as more fully set forth herein; and

WHEREAS, at the expiration of the Site Lease, title to the Site and the improvements thereon will vest with the District;

NOW, THEREFORE, in consideration of the covenants hereinafter contained, the District and Contractor agree as follows:

SECTION 1. DEFINITIONS

- A. **Construction.** The term "Construction" as used in this Agreement includes all labor and services necessary for the construction of the Project, and all materials, equipment, tools, supplies and incidentals incorporated or to be incorporated in such construction as fully described in the Scope of Work set forth in **Exhibits A and B** attached hereto. Unless otherwise expressly stipulated, Contractor shall perform all work and provide and pay for all materials, labor tools and equipment, including, but not limited to, light, water, and power, necessary for the proper execution and completion of the Project shown on the drawings and described in the specifications developed pursuant to this Agreement.
- B. **Construction Documents.** The term "Construction Documents" means the final drawings, profiles, cross sections, design development drawings, construction drawings, and supplemental drawings based on the plans and specifications developed for the Project pursuant to the Scope of Work set forth in **Exhibits A and B** attached hereto, including any reference specifications or reproductions prepared by the architect hired by the District (the "Architect") and specifications approved by the District, the Division of the State Architect ("DSA"), and the local agencies having jurisdiction or other regulatory agencies whose approval may be required, which show or describe the location, character, dimensions or details for the Project and specifications for construction thereof.
- C. **Contract Documents.** The term "Contract Documents" as used in this Agreement refers to those documents which form the entire agreement by and between the District and Contractor. The Contract Documents consist of this Agreement, including the exhibits and attachments hereto, the Site Lease, including the exhibits and attachments thereto, the Sublease, including the exhibits and attachments thereto, the Project Manual including the General Conditions thereto, as

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amended, which is incorporated herein (the "General Conditions"), and the Construction Documents. The term "Contract Documents" shall include all modifications and addenda thereto.

- D. **Guaranteed Maximum Price.** The term "Guaranteed Maximum Price" or "GMP" as used in this Agreement means the Guaranteed Maximum Price established pursuant to Section 5 of this Agreement to be used to calculate the Tenant Improvement Payments and the Sublease Payments to be paid by the District to Contractor pursuant to the Sublease, subject only to any adjustments for Extra Work/Modifications as provided in Section 10 of this Agreement.
- E. **Preconstruction Services.** The term "Preconstruction Services" as used in this agreement means to retain a professional construction firm (hereafter "CONTRACTOR") to provide certain professional pre-construction services, as described in **Exhibit B** related to the Project plans and specifications for the purpose of designing the project within budget and eliminating unforeseen circumstances, errors, omissions and ambiguities in the construction documents prepared by the Architect.
- F. **Project.** The term "Project" shall mean the improvements and facilities to be constructed and installed by Contractor at the School Facility which will result in complete and fully operational facilities as more fully set forth on **Exhibit A** attached hereto.
- G. **Project Manual.** The term "Project Manual" shall mean the compilation of the Specification sections including Division 0, Procurement and Contracting Requirements, Division 1 General Requirements, and technical specifications Division 2 through 33 prepared by the Architect and approved by the District, the DSA, or other regulatory agencies which show or describe the location, character, dimensions or details for the Project, which shall be delivered to Contractor upon execution of this Agreement.
- H. **Site.** The term "Site" as used in this Agreement shall mean those certain parcels of real property and improvements thereon (if any) more particularly described in **Exhibit A** to the Site Lease.
- I. **Site Lease.** The term "Site Lease" as used in this Agreement shall mean the certain Site Lease dated of even date herein between the District and Contractor, together

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with any duly authorized and executed amendment(s) thereto, pursuant to which the District leases the Site to Contractor.

- J. **Specifications.** The term "Specifications" shall mean those numbered specifications set forth in the Project Manual which shall accompany this Agreement and which are incorporated by reference herein. Individual Specifications may be referred to by their specification number as set forth in the Project Manual.
- K. **Subcontractor.** As used in this Agreement, the term "Subcontractor" means any person or entity, including trade contractors, who have a contract with Contractor to perform any of the Construction.
- L. **Sublease.** The term "Sublease" as used in this Agreement shall mean the certain Sublease dated of even date herein between the District and Contractor, together with any duly authorized and executed amendment(s) thereto, pursuant to which the District subleases the Site from Contractor.
- M. **Sublease Payments.** The term "Sublease Payments" as used in this Agreement shall mean the payments made by the District to Contractor pursuant to Section 6 of the Sublease.
- N. **Tenant Improvement Payments.** The term "Tenant Improvement Payments" as used in this Agreement shall mean the payments made by the District to Contractor pursuant to Section 6 of the Sublease.

SECTION 2. CONTRACTOR'S DUTIES AND STATUS

Contractor covenants with the District to furnish reasonable skill and judgment in constructing the Project. Contractor agrees to furnish efficient business administration and superintendence and to furnish at all times an adequate supply of professionals, workers, and materials and to perform the work appropriately, expeditiously, economically, and consistent with the Contract Documents.

SECTION 3. ADDITIONAL SERVICES

If the District requests Contractor to perform additional services not described in this Agreement, Contractor shall provide a cost estimate and a written description of the additional work necessary to complete such additional services. The cost for such additional services shall be negotiated and agreed upon in writing in advance of Contractor performing or contracting for such additional services, and such cost shall be used to adjust the GMP established pursuant to Section 5 hereof. In the absence of a written agreement, the District will not compensate Contractor for additional services, will not adjust the GMP for such additional services, and Contractor will not be required to perform them. It is understood and

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OXNARD SCHOOL DISTRICT

CONSTRUCTION SERVICES AGREEMENT

McKinna Elementary School Project

June 21st, 2017

agreed that if Contractor performs any services that it claims are additional services without receiving prior written approval from the District Board of Education, Contractor shall not be paid for such claimed additional services and the GMP will not be adjusted. Nothing in this Agreement shall be construed as limiting the valuation of such additional services and amount that the GMP will be adjusted for such additional services, should a written agreement for such services be executed by the parties. Notwithstanding the foregoing, Contractor shall not be entitled to compensation, nor will the GMP be adjusted, for additional services required as a result of Contractor's acts, errors or omissions.

SECTION 4. OWNERSHIP OF PLANS AND DOCUMENTS

All original field notes, written reports, drawings, specifications, Construction Documents, and other documents, produced or developed for the Project are the property of the District, regardless of whether the Project is constructed, and shall be furnished to the District. Such documents are not to be used by Contractor or by the Subcontractors on other work nor shall Contractor nor the Subcontractors claim any right to such documents. This shall not deprive Contractor from retaining electronic data or other reproducible copies of the Construction Documents or the right to reuse information contained in them in the normal course of Contractor's professional activities.

SECTION 5. ESTABLISHMENT OF GUARANTEED MAXIMUM PRICE

The "GMP" for the Project shall be Two Hundred Twenty-Nine Thousand Three Hundred Twenty-two and No Hundredths (\$229,322.00). The GMP consists of (1) a Preconstruction Fee only in the amount of Two Hundred Twenty-Nine Thousand Three Hundred Twenty-two and No Hundredths (\$229,322.00), (2) a Sublease Tenant Improvement and (3) a Contractor Contingency and Sublease Payments to be negotiated as an amendment to this agreement pursuant to terms and payment schedule as amended and set forth in the Sublease. THE "GMP" WILL NOT BE ESTABLISHED UNTIL DSA HAS APPROVED THE FINAL PLANS AND SPECIFICATIONS AND THE BOARD APPROVES IT PRIOR TO NTP FOR CONSTRUCTION. The GMP will then be brought to the Board of Trustees as an amendment to this section of this agreement. Until such time this section will remain as a Preconstruction Fee only, the Site Lease and Sublease will not begin and the Contractor will proceed with Preconstruction Services as set forth in **Exhibit B** with an NTP for Preconstruction from the District.

The GMP is based upon the DSA approved plans and specifications to exist after this Agreement is entered into between Contractor and the District, and more fully described and referenced in the Scope of Work to be set forth in **Exhibit A** attached hereto. Prior to DSA approval Contractor will perform Preconstruction Services to assist in designing the project and as set forth in **Exhibit B**. After preconstruction services, DSA approval of plans and

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specifications, and the establishment of the GMP the Contractor shall assume the risk of cost overruns which were not foreseeable at the time this Agreement is entered into and the GMP determined, except for undocumented events of the type set forth in Section 19 hereof, work mandated by an outside agency after issuance of Construction Documents that could not have been reasonably foreseen from review of the Contract Documents, or costs arising from undocumented geotechnical issues. Contractor acknowledges that (i) Contractor has conducted a site inspection and is familiar with the site conditions based on records, studies and visible conditions relating to construction and labor and (ii) Contractor has reviewed the Contract Documents and is familiar with the contents thereof. District directed changes to the scope of the Project not contemplated in the Scope of Work shall be deemed Extra Work/Modifications pursuant to the procedures set forth in Section 10 of this Agreement. The GMP shall include, but not be limited to, increases in labor and materials. The GMP has been used to calculate the Tenant Improvement Payments and the Sublease Payments to be paid by the District to Contractor pursuant to the Sublease. The GMP includes the cost of all labor, materials, equipment, general conditions, overhead, profit and a Contractor Contingency as indicated above.

The Contractor Contingency is for the purpose of covering the cost of very specific issues that may arise during construction and it may be used only upon the written agreement of the Contractor, the architect of record, and the District. The Contractor Contingency is to be used only to pay Contractor for the following enumerated reasons: (1) additional costs resulting from discrepancies in the bid buy-out process; (2) conflicts, discrepancies or errors in the Construction Documents; (3) work required by the Inspector of Record or any governmental agency involved in the permitting or approval/certification process that is not otherwise shown in the Construction Documents; and (4) any other items of cost agreed to in writing by the Contractor and District to be included in the Contractor Contingency. The Contractor Contingency shall not be used for costs incurred as a result of Contractor's acts, errors or omissions.

Contractor shall be responsible for tracking expenditures of the Contractor Contingency and shall provide periodic written updates to the District as directed. Unused Contractor Contingency and Allowances at Project completion will reduce the GMP and will result in an adjustment of the Tenant Improvement Payments and possibly the Sublease Payments.

The District shall at all times have the right to reduce the scope of the Project. If the District reduces the scope of the Project, the GMP shall be reduced commensurate with the reduced Scope of Work pursuant to the provisions of Section 10, below, and will result in an adjustment of the Tenant Improvement Payments and, if applicable, the Sublease Payments.

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OXNARD SCHOOL DISTRICT

CONSTRUCTION SERVICES AGREEMENT

McKinna Elementary School Project

June 21st, 2017

SECTION 6. NOTICE TO PROCEED WITH PRECONSTRUCTION AND CONSTRUCTION

Prior to an approved GMP, the District shall issue a notice to Contractor to proceed with the Preconstruction of the Project. The Preconstruction Agreement in **Exhibit B** will serve as the whole agreement between the Contractor and the District until a GMP is established.

Upon receipt of an approved GMP, the District shall issue a notice to Contractor to proceed with the Construction of the Project. In the event that a Notice to Proceed with Construction is not issued for the Project, the Site Lease and the Sublease shall terminate upon written notice from the District to Contractor that a Notice of Proceed will not be issued.

SECTION 7. SAVINGS

If Contractor realizes a savings on one aspect of the Project, such savings shall be tracked and Contractor shall provide periodic written updates of such savings. Such savings shall be added to the Contractor Contingency and the use of such savings shall be as set forth in Section 5. However, if such savings are not so utilized, the amount of such savings shall reduce the GMP and will result in an adjustment of the Tenant Improvement Payments and, if applicable, the Sublease Payments.

SECTION 8. SELECTION OF SUBCONTRACTORS

In the interest of minimizing the expenditure of funds for the construction of the Project, Contractor agrees to select Subcontractors who are appropriately licensed by the State of California for each trade component of the Project in a manner that fosters competition. Contractor agrees that it will either solicit bids from potential subcontractors pursuant to the competitive bid procedures set forth in the California Public Contract Code, including specifically Public Contract Code section 20110, et seq., or that it will utilize an informal bidding process established by Contractor which also incorporates competitive bid procedures. Regardless of the method Contractor employs, Contractor will make a good faith effort to contact and utilize DVBE contractors and suppliers in securing bids for performance of the Project in accordance with the procedures set forth in Section 1.77 of the General Conditions. In the event that Contractor chooses to select Subcontractors pursuant to an informal bidding process, Contractor shall ensure that it receives at least three competitive quotes from potential subcontractors for each trade component of the Project, unless the parties agree otherwise on a trade-by-trade basis. The District reserves the right to oversee the bidding process. Contractor shall inform all bidders that the District will not be a party to any contracts for construction services executed by Contractor and selected bidders. Contractor shall submit a listing of proposed subcontractors to the District for the District's review. In no case, will Contractor award any sub-contracts until the District has concurred in the scope and price of the sub-contracted services. In addition, Contractor shall provide the District with full documentation regarding the bids or competitive quotes received by Contractor. In no event, shall such documentation be redacted or obliterated. In the event Contractor does not comply

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with this provision, the District may terminate this Agreement in accordance with the provisions of the General Conditions. Subcontractors awarded contracts by Contractor shall be afforded all the rights and protections of listed subcontractors under the provisions of the Subletting and Subcontracting Fair Practices Act (Public Contract Code Section 4100, et seq.).

SECTION 9. CONSTRUCTION SCOPE OF WORK

- A. Prior to commencing Construction, Contractor shall comply with the initial schedule requirements set forth in the General Conditions.
- B. Contractor shall complete the Construction pursuant to the Construction Documents as amended subject to any additional DSA or other regulatory approvals as may be required, performing all work set forth in the Scope of Work, and shall make reasonable efforts in scheduling to prevent disruption to classes.
- C. Contractor shall be responsible for complying with all applicable building codes, including without limitation mechanical codes, electrical codes, plumbing codes and fire codes, each of the latest edition, required by the regulatory agencies and for arranging and overseeing all necessary inspections and tests including inspections by the DSA or regulatory agencies, permits and occupancy permits, and ensuring compliance with any Federal and State laws, including, but not limited to, safety procedures and requirements, and construction employee training programs which cover among other items, hazardous chemicals and materials.
- D. Contractor shall establish procedures for the protection of all existing structures, equipment, utilities, and other existing improvements, both on-site and off-site. Contractor assumes all risk of loss of vandalism, theft of property or other property damage ("Vandalism") which occurs at a site at which Contractor is undertaking construction of the Project. Contractor assumes all risk of loss which occurs where Contractor is undertaking construction of the Project from causes due to negligence or misconduct by Contractor, its officers, employees, subcontractors, licensees and invitees. Contractor shall replace District property damaged by such Vandalism or theft or compensate the District for such loss, including payment of out of pocket expenses such as insurance deductibles the District might incur under such circumstances.
- E. Contractor shall develop a mutually agreed upon program with the District to abate and minimize noise, dust, and disruption to normal activities at the existing facilities at the School Facility, including procedures to control on-site noise, dust, and pollution during construction.

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OXNARD SCHOOL DISTRICT

CONSTRUCTION SERVICES AGREEMENT

McKinna Elementary School Project

June 21st, 2017

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- F. The District shall cause the appropriate professionals to stamp and sign, as required, the original Construction Documents or parts thereof and coordinate the Project's design with all utilities.
- G. Contractor shall, for the benefit of the Subcontractors, attend pre-construction orientation conferences in conjunction with the Architect to set forth the various reporting procedures and site rules prior to the commencement of actual construction. Contractor shall also attend construction and progress meetings with District representatives and other interested parties, as requested by the District, to discuss such matters as procedures, progress problems and scheduling. Contractor shall prepare and promptly distribute official minutes of such meetings to all parties in attendance, including without limitation the District, the Architect and the District Inspector of Record.
- H. Contractor shall incorporate approved changes as they occur, and develop cash flow reports and forecasts for submittal to the District as requested. Contractor shall provide regular monitoring of the approved estimates for Construction costs, showing actual costs for activities in progress, and estimates for uncompleted tasks. Contractor shall maintain cost accounting records on authorized additional services or work performed under unit costs, additional work performed on the basis of actual costs of labor and materials, and for other work requiring accounting records.
- I. Contractor shall record the progress of the Project and shall submit monthly written progress reports to the District and the Architect including information on the entire Project, showing percentages of completion and the number and amounts of proposed Extra Work/Modifications and their effect on the construction costs as of the date of each respective report.
- J. Contractor shall keep a log containing a record of weather, Subcontractors, work on the site, number of workers, work accomplished, problems encountered, and other similar relevant data as the District may require. Contractor shall make the log available to the District, the Architect, and the District's project manager. The District shall be promptly advised on all anticipated delays in the Project.
- K. The District shall bear the cost for the DSA Inspector, soils testing, DSA or other regulatory agency fees, and special testing required in the construction of the Project. If additional review or permits become necessary for reasons not due to Contractor's fault or because of DSA or regulatory agency requirements or regulations implemented after the date the Final GMP is established and not reasonably anticipated at the time the Final GMP is established, Contractor may seek additional compensation for the cost of that review as an additional cost. In the alternative, the District may pay such costs directly.

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SECTION 10. EXTRA WORK/MODIFICATIONS

- A. The District may prescribe or approve additional work or a modification of requirements or of methods of performing the Construction which differ from the work or requirements set forth in the Construction Documents ("Extra Work/Modifications"); and for such purposes the District may at any time during the life of this Agreement, by written order, make such changes as it shall find necessary in the design, line, grade, form, location, dimensions, plan, or material of any part of the work or equipment specified in this Agreement or in the Construction Documents, or in the quantity or character of the work or equipment to be furnished. In the event conditions develop which, in the opinion of Contractor, makes strict compliance with the specifications impractical, Contractor shall notify the District of the need for Extra Work/Modifications by placing the matter on the agenda of regularly scheduled construction meetings with the District for discussion as soon as practicable after the need for the Extra Work/Modifications is determined. Additionally, Contractor shall submit to the District for its consideration and approval or disapproval, a written request for Extra Work/Modifications before such work is performed. If the District approves the request in writing, the costs of the Extra Work/Modification shall be added to or deducted from the GMP or the Scope of Work shall be modified to complete the Project within the GMP, as applicable. Any adjustments to the GMP will result in an adjustment of the Tenant Improvement Payment and, if applicable, the Sublease Payments.
- B. Extra Work/Modifications include work related to unforeseen underground conditions if, and only if, such conditions are not visible or identified on plans, reports or other documents available to Contractor. Extra Work/Modifications do not include underground conditions that are identified on plans, reports or other documents available to Contractor but are in a location different than is set forth on such plans, reports or other documents available to Contractor. It should be noted, however, that the District has advised and provided Contractor with information regarding the shallow water table and recent projects experience with encountering water when digging. Contractor has included in its calculation of the GMP an amount to mitigate for encountering water when completing the scope of work contemplated herein. Therefore, Extra Work/Modifications do not include expenses incurred by, and/or work performed by, Contractor in connection with such shallow water table and with encountering water when digging.
- C. Should Contractor claim that any instruction, request, drawing, specification, action, condition, omission, default or other situation (i) obligates the District to increase the GMP; or (ii) obligates the District to grant an extension of time for the completion of

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this Agreement; or (iii) constitutes a waiver of any provision in this Agreement, CONTRACTOR SHALL NOTIFY THE DISTRICT, IN WRITING, OF SUCH CLAIM AS SOON AS POSSIBLE, BUT IN NO EVENT WITHIN MORE THAN TEN (10) DAYS FROM THE DATE CONTRACTOR HAS ACTUAL OR CONSTRUCTIVE NOTICE OF THE CLAIM. CONTRACTOR SHALL ALSO PROVIDE THE DISTRICT WITH SUFFICIENT WRITTEN DOCUMENTATION SUPPORTING THE FACTUAL BASIS OF THE CLAIM including items used in valuing said claim. Contractor shall be required to certify under penalty of perjury the validity and accuracy of any claims submitted. Contractor's failure to notify the District within such ten (10) day period shall be deemed a waiver and relinquishment of the claim against the District.

- D. Expenses of reconstruction and/or costs to replace and/or repair damaged materials and supplies, provided that Contractor is not fully compensated for such expenses and/or costs by insurance or otherwise, shall be included in an increase to the GMP if said expenses are the result of the negligent acts or omissions of the District, or its principals, agents, servants, or employees.

SECTION 11. NOT USED

SECTION 12. PERSONNEL ASSIGNMENT

- A. Contractor shall assign TBD as Project Manager/Superintendent for the Project. So long as TBD remains in the employ of Contractor, such person shall not be changed or substituted from the Project, or cease to be fully committed to the Project except as provided in this Section. In the event Contractor deems it necessary, Contractor shall replace the manager and/or the superintendent for the Project with a replacement with like qualifications and experience, subject to the prior written consent of the District, which consent shall not be unreasonably withheld. Any violation of the terms of paragraph A of this Section 12 shall entitle the District to terminate this Agreement for breach, pursuant to the provisions of the General Conditions.
- B. Notwithstanding the foregoing provisions of paragraph A of Section 12, above, if any manager and/or superintendent proves not to be satisfactory to the District, upon written notice from the District to Contractor, such person(s) shall be promptly replaced by a person who is acceptable to the District in accordance with the following procedures: Within five (5) business days after receipt of a notice from the District requesting replacement of any manager and/or superintendent or discovery by Contractor that any manager and/or superintendent is leaving their employ, as the case may be, Contractor shall provide the District with the name of an acceptable replacement/substitution together with such information as the District may reasonably request about such replacement/substitution. The replacement/substitution shall commence work on the Project no later than five (5)

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business days following the District's approval of such replacement, which approval shall not be unreasonably withheld. If the District and Contractor cannot agree as to the replacement/substitution, the District shall be entitled to terminate this Agreement for breach pursuant to the provisions of the General Conditions.

SECTION 13. BONDING REQUIREMENTS

Contractor shall fully comply with the requirements set forth in Section 6.9 of the General Conditions.

SECTION 14. PAYMENTS TO CONTRACTOR

- A. Contractor shall finance the cost of construction of the Project which costs shall not exceed the GMP, which shall not be adjusted except as otherwise provided in this Agreement. The District shall pay Contractor Tenant Improvement Payments and Sublease Payments pursuant to the terms and conditions of Section 6 of the Sublease. In the event of a dispute between the District and Contractor, the District may withhold from the Tenant Improvement Payments and the Sublease Payments an amount not to exceed one hundred fifty percent (150%) of the disputed amount.
- B. This Agreement is subject to the provisions of California Public Contract Code Sections 7107, 7201 and 20104.50 as they may from time to time be amended.
- C. For purposes of this Agreement, the acceptance by the District means acceptance made only by an action of the governing body of the District in session. Acceptance by Contractor of the final Tenant Improvement Payment or the Sublease Payment, as the case may be, shall constitute a waiver of all claims against the District related to those amounts.

SECTION 15. CONTRACTOR'S CONTINUING RESPONSIBILITY

Neither the final payment nor any provision in the Contract Documents shall relieve Contractor of responsibility for faulty materials or workmanship incorporated in the Project or for any failure to comply with the requirements of the Contract Documents.

SECTION 16. INSURANCE

Contractor shall provide, during the life of this Agreement, the types and amounts of insurance set forth in Article 6 of the General Conditions, which are incorporated by reference herein.

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SECTION 17. USE OF PREMISES

Contractor shall confine operations at the Site to areas permitted by law, ordinances, permits and the Construction Documents and shall not unreasonably encumber the Site or existing School Facilities at the Site with any materials or equipment. Contractor shall not load or permit any part of the work to be loaded with a weight so as to endanger the safety of persons or property at the Site.

SECTION 18. SITE REPRESENTATIONS

The District warrants and represents that the District has, and will continue to retain at all times during the course of construction, legal title to the Site and that said land is properly subdivided and zoned so as to permit the construction and use of said Site with respect to the Project. The District further warrants and represents that title to said land is free of any easements, conditions, limitation, special permits, variances, agreements or restrictions which would prevent, limit or otherwise restrict the construction or use of said Site pursuant to this Agreement. Reference is made to the fact that the District has provided information on the Site to Contractor. Such information shall not relieve Contractor of its responsibility; and the interpretation of such data regarding the Site, as disclosed by any borings or other preliminary investigations, is not warranted or guaranteed, either expressly or implicitly, by the District. Contractor shall be responsible for having ascertained pertinent local conditions such as location, accessibility and general character of the Site and for having satisfied itself as to the conditions under which the work is to be performed. No claim for any allowances because of Contractor's error or negligence in acquainting itself with the conditions at the Site will be recognized.

SECTION 19. HAZARDOUS WASTE AND UNKNOWN PHYSICAL CONDITIONS

Contractor shall comply with the District's Hazardous Materials Procedures and Requirements as set forth herein.

- A. If the District has identified the presence of hazardous materials on or in proximity to the Site (the "Pre-existing Hazardous Materials"), Contractor shall review all information provided by the District that characterizes the Pre-existing Hazardous Materials and shall take the actions approved by DTSC and issued by the District necessary to address the Pre-existing Hazardous Materials in the performance of the work. Contractor shall conduct the work based on this information issued at the time contract documents are executed. Contractor shall immediately communicate, in writing, any variances from available information to the District.
- B. The District will retain an additional independent environmental consultant to perform the investigation, inspection, testing, assessment, sampling and analysis necessary to prepare and recommend a remediation plan for the Pre-existing Hazardous Materials for the District's approval (the "Remediation Plan").

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- C. The District will retain title to all Pre-existing Hazardous Materials encountered during the work. This does not include hazardous material generated by Contractor, including but not limited to used motor oils, lubricants, cleaners, etc. Contractor shall dispose of such hazardous waste in accordance with the provisions of the Contract Documents, as well as local, State and Federal laws and regulations. The District will be shown as the hazardous waste generator and will sign all hazardous waste shipment manifests for non-Contractor generated hazardous waste. Nothing contained within these Contract Documents shall be construed or interpreted as requiring Contractor to assume the status of owner or generator of hazardous waste substances for non-Contractor generated hazardous wastes.
- D. Except as otherwise provided herein, it is the responsibility of Contractor to obtain governmental approvals relating to Hazardous Materials Management, including Federal and State surface water and groundwater discharge permits and permits for recycling and reuse of hazardous materials for all work noted in the contract documents. Contractor shall be responsible for coordinating compliance with such governmental approvals and applicable governmental rules with the District's hazardous materials consultant, including those governing the preparation of waste profiles, waste manifests, and bills of lading. If Contractor encounters hazardous materials, it shall immediately notify the District in writing. The District, Consultant and Contractor shall jointly establish the plan for disposition and actions to be taken with respect to the hazardous materials, subject to final written approval by the District.
- E. If, during construction, Contractor encounters materials, conditions, waste, contaminated groundwater or substances, not identified in the District's assessment report, that Contractor reasonably suspects are hazardous materials, Contractor shall stop the affected portion of the work, secure the area, promptly notify the District, and take reasonable measures to mitigate the impact of such work stoppage. The District shall retain the services of an environmental consultant to perform investigation, inspection, testing, assessment, sampling and analysis of the suspect materials, conditions, waste, groundwater or substances.
- (1) Found Not to be Hazardous Materials. If the environmental consultant determines that the materials, conditions, waste, contaminated groundwater or substances do not constitute hazardous materials, Contractor shall recommence the suspended work.
- (2) Found to be Hazardous Materials. If the environmental consultant determines that the materials, conditions, waste, contaminated groundwater or substances constitute hazardous materials and such hazardous materials require remediation and disposal, then the District, Consultant and Contractor shall jointly establish the plan for disposition and actions to be taken with respect to the hazardous

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materials, subject to final written approval by the District. All such costs shall be the responsibility of the District.

F. Exacerbation of Pre-Existing Hazardous Materials.

If during construction Contractor encounters pre-existing environmental conditions that it knew or should have known involve hazardous materials (the "Point of Discovery") (which encounters may include an unavoidable release or releases of hazardous materials) then Contractor must immediately stop the affected portion of the work. If Contractor fails to immediately stop the affected portion of the work after the Point of Discovery, then Contractor is solely responsible for any resultant Exacerbation Cost. "Exacerbate," in all its forms, means the worsening effects of Contractor's failure to stop the affected portion of work after the Point of Discovery. "Exacerbation Cost" means the differential between (i) the actual increase in the cost of remediation and delays to the Project attributable to pre-existing environmental conditions involving hazardous substances, and (ii) the cost thereof or delays thereto had Contractor immediately stopped the affected portion of the work after the Point of Discovery. The standard of "should have known" applies to Contractor's supervisory personnel, whether or not on the Site. Contractor's supervisory personnel must have had the hazardous material training required by applicable OSHA and Cal OSHA rules or regulations.

SECTION 20. INDEPENDENT CONTRACTOR

- A. Contractor is retained as an independent contractor and is not employed by the District. No employee or agent of Contractor shall become, or be considered to be, an employee of the District for any purpose. It is agreed that the District is interested only in the results obtained from service under this Agreement and that Contractor shall perform as an independent contractor with sole control of the manner and means of performing the services required under this Agreement. Contractor shall complete this Agreement according to its own methods of work which shall be in the exclusive charge and control of Contractor and which shall not be subject to control or supervision by the District except as to results of the work. It is expressly understood and agreed that Contractor and its employees shall in no event be entitled to any benefits to which the District employees are entitled, including, but not limited to, overtime, retirement benefits, insurance, vacation, worker's compensation benefits, sick or injury leave or other benefits.
- B. Contractor shall be responsible for all salaries, payments, and benefits for all of its officers, agents, and employees in performing services pursuant to this Agreement.

SECTION 21. ACCOUNTING RECORDS

Contractor, and all Subcontractors, shall check all materials, equipment and labor entering into the work and shall keep or cause to be kept such full and detailed accounts as may be necessary for proper financial management under this Agreement, including true and complete books, records and accounts of all financial transactions in the course of their activities and operations related to the Project. These documents include sales slips, invoices, payrolls, personnel records, requests for Subcontractor payment, and other data relating to all matters covered by the Contract Documents (the "Data"). The Data shall be maintained for ten (10) years from the latest expiration of the term (as such may be extended) of any of the Contract Documents. Contractor shall use its best efforts to cause its Subcontractors to keep or cause to be kept true and complete books, records and accounts of all financial transactions in the course of its activities and operations related to the Project. Upon completion of the Project, Contractor shall provide the District with one (1) complete copy of the Data.

The District, at its own costs, shall have the right to review and audit, upon reasonable notice, the books and records of Contractor and any Subcontractors concerning any monies associated with the Project.

SECTION 22. PERSONAL LIABILITY

Neither the trustees, officers, employees, or agents of District, the District's representative, or Architect shall be personally responsible for any liability arising under the Contract Documents.

SECTION 23. AGREEMENT MODIFICATIONS

No waiver, alteration or modification of any of the provisions of this Agreement shall be binding upon either the District or Contractor unless the same shall be in writing and signed by both the District and Contractor.

SECTION 24. NOTICES

Any notices or filings required to be given or made under this Agreement shall be served, given or made in writing upon the District or Contractor, as the case may be, by personal delivery or registered mail (with a copy sent via fax or regular mail) to the respective addresses given below or at such other address as such party may provide in accordance with the provisions herein. Any change in the addresses noted herein shall not be binding upon the other party unless preceded by no less than thirty (30) days prior written notice.

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If to Contractor:

Bernards
555 First Street
San Fernando, CA 91340
Attn: Rick Fochtman

If to the District:

Oxnard School District
1051 South A Street
Oxnard, California 93030
Attn: Dr. Cesar Morales, Superintendent

With a copy to Nitasha Sawhney,
Garcia, Hernandez, Sawhney & Bermudez LLP
2490 Mariner Square Loop, Suite 140
Alameda, CA 94501

And with an additional copy to Scott Burkett,
Caldwell Flores Winters, Inc.
6425 Christie Ave., Suite 270
Emeryville, CA 94608

Notices under this Agreement shall be deemed to have been given, and shall be effective upon actual receipt by the other parties, or, if mailed, upon the earlier of the fifth (5th) day after mailing or actual receipt by the other party.

SECTION 25. ASSIGNMENT

Neither party to this Agreement shall assign this Agreement or sublet it as a whole without the written consent of the other, nor shall Contractor assign any monies due or to become due to it hereunder without the prior written consent of the District.

SECTION 26. PROVISIONS REQUIRED BY LAW

Each and every provision of law and clause required to be inserted in these Contract Documents shall be deemed to be inserted herein and the Contract Documents shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted or is not inserted correctly, then upon application of either party the Contract Documents shall forthwith be physically amended to make such insertion or correction.

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OXNARD SCHOOL DISTRICT

CONSTRUCTION SERVICES AGREEMENT

McKinna Elementary School Project

June 21st, 2017

SECTION 27. HEADINGS

The headings in this Agreement are inserted only as a matter of convenience and reference and are not meant to define, limit or describe the scope or intent of the Contract Documents or in any way to affect the terms and provisions set forth herein.

SECTION 28. APPLICABLE LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of California. The parties irrevocably agree that any action, suit or proceeding by or among the District and Contractor shall be brought in whichever of the Superior Courts of the State of California, Ventura County, or the Federal Court for the Central District of California in Los Angeles, California, has subject matter jurisdiction over the dispute and waive any objection that they may now or hereafter have regarding the choice of forum whether on personal jurisdiction, venue, forum non conveniens or on any other ground.

SECTION 29. SUCCESSION OF RIGHTS AND OBLIGATIONS

All rights and obligations under this Agreement shall inure to and be binding upon the successors and assigns of the parties hereto.

SECTION 30. NOTIFICATION OF THIRD PARTY CLAIMS

The District shall provide Contractor with timely notification of the receipt by the District of any third-party claim relating to this Agreement, and the District may charge back to Contractor the cost of any such notification.

SECTION 31. SEVERABILITY

If any one or more of the terms, covenants or conditions of this Agreement shall to any extent be declared invalid, unenforceable, void or voidable for any reason whatsoever by a court of competent jurisdiction, the finding or order or decree of which becomes final, none of the remaining terms, provisions, covenants and conditions of the Contract Documents shall be affected thereby, and each provision of the Contract Documents shall be valid and enforceable to the fullest extent permitted by law.

SECTION 32. ENTIRE AGREEMENT

This Construction Services Agreement and the additional Contract Documents as defined in paragraph C of Section 1 herein, including the Site Lease, the Sublease, and the Specifications, drawings, and plans constitute the entire agreement between Contractor and the

District. The Contract Documents shall not be amended, altered, changed, modified or terminated without the written consent of both parties hereto, except as otherwise provided in Section 10 hereof.

SECTION 33. EXECUTION IN COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument.

IN WITNESS, WHEREOF the parties hereto, intending to be legally bound thereby, have executed this Agreement effective as of the date first above written.

CONTRACTOR:

Bernards
555 First Street
San Fernando, CA 91340
Rick Fochtman, Vice President

THE DISTRICT:

Oxnard School District,
a California school district
1051 South A Street
Oxnard, California 93030
Lisa A. Franz, Director, Purchasing

By: Rick Falt
Title: Executive VP
Date: 6.30.2017

By: Lisa A. Franz
Title: Director, Purchasing
Date: 8-11-17

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EXHIBIT A

Scope of Work (Plans & Specifications)

To be Designed and Approved by the Division of State Architects of the
State of California

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OXNARD SCHOOL DISTRICT

McKinna Elementary School Project

CONSTRUCTION SERVICES AGREEMENT

June 21st, 2017

EXHIBIT B

Oxnard School District – McKinna ES Project

Preconstruction Services

The District desires to retain a professional construction firm (hereafter "CONTRACTOR") to provide certain professional pre-construction services related to the Project plans and specifications for the purpose of designing the project to budget and eliminating unforeseen circumstances, errors, omissions and ambiguities in the construction documents prepared by the Architect. The fee for this set of services will be **Two Hundred Twenty-Nine Thousand Three Hundred Twenty-two and No Hundredths (\$229,322.00)**, to be paid monthly on a design progress basis.

The CONTRACTOR will be expected to provide the following professional pre-construction services during the design phase of the Project:

1. Professional Construction Cost-Estimation Services

- A. During each phase of design or at the completion of each phase of design, (1) Conceptual, (2) Schematic, (3) Design Development and (4) Construction Development, CONTRACTOR shall prepare a cost estimate, in current, uninflated dollars, for the design and specifications prepared by the Architect. CONTRACTOR acknowledges that it shall prepare four (4) complete cost estimates commensurate with the level of detail of each phase of design. The cost estimate shall include all Project costs, including, all hard costs (site preparation, utility connections, off-site improvements, hazard abatement, construction costs, overhead & profit and general conditions), soft costs (survey, geo-hazard, geo-technical, environmental studies, inspection and testing) and furniture, fixture and equipment.
- B. Upon final approval by the Division of the State Architect (hereinafter, "DSA"), CONTRACTOR shall adjust its estimate to incorporate any and all changes required by DSA as part of the review and approval process.
- C. CONTRACTOR shall provide the cost estimates at such time as directed by the Program Manager during or at the conclusion of each phase of design, in a format approved by the District's Program Manager and consistent with Construction Specifications Institute (CSI) standards. During the schematic phase, Contractor shall estimate in the CSI UniFormat. For all other phases of design, Contractor shall utilize CSI MasterFormat.

2. Professional Constructability Review

- A. Definition: Constructability Review shall mean the review of the design documents to ascertain whether the design of the Project as depicted in the Construction Documents, and the documents themselves: (i) accurately and completely reflects the District's objectives as explained to the Architect and CONTRACTOR by the District as approved by the District; and (ii) are free of errors, omissions, conflicts or other deficiencies so that the CONTRACTOR can construct the Project as therein depicted within the Project Budget and without delays, disruptions, or additional costs. The standard to be used for constructability is a contractor's standard of care in reviewing the plans and not that of an architect.
- B. CONTRACTOR shall conduct one comprehensive technical review of the Plans and Specifications at 50% Construction Development phase. The purpose of this review will be to examine whether the design intent can be successfully implemented in the field within the Project budget. A report of the CONTRACTOR's findings will be distributed to the Program Manager and the Architect. CONTRACTOR will participate in any meeting(s) with the Architect to determine if the comments will be included in the final bid set of documents. CONTRACTOR will work with Architect to ensure that all front end documents conform to technical specifications and meet District standards.
- C. At all times during design and DSA Review and Approval, the Architect shall remain responsible for completing, stamping, submitting and securing final DSA approval for the Project. Furthermore, the District acknowledges that CONTRACTOR is neither the Architect nor performing an architectural review of the Project. CONTRACTOR's responsibilities and duties under this subsection shall not include the architectural or structural design of the Project which is the responsibility of the Architect. Notwithstanding this qualification, CONTRACTOR shall conduct a detailed evaluation of the District's educational specifications, Project intent, Architect's Plans & Specifications, the proposed Project construction budget, schedule requirements and deliver a Constructability Review identifying any comments, recommendations or concerns that CONTRACTOR has as to the constructability of the Architect's Plans & Specifications consistent with the District's intent and budget.
- D. Deliverable: The CONTRACTOR shall deliver to the District a complete technical report of the Plans and Specifications with the opinion of the CONTRACTOR as to the constructability of the Architect's Plans and Specifications. The CONTRACTOR, in the report, shall identify any issues, concerns or requests for clarification that CONTRACTOR believes are necessary to complete the design within the District's proposed and approved Project budget. The report shall be made available to the Architect, the District and its Program Manager.

3. Value Engineering Services

- A. Definition: CONTRACTOR shall be required to perform Value Engineering Services to identify opportunities to reduce Project cost at the conclusion of each phase of design and during DSA review. The Value Engineering Services shall be provided in the form of a report to the Program Manager and shall identify value engineering opportunities, alternative materials and alternative methods and the associated cost savings estimated by the CONTRACTOR.
- B. Deliverable: The CONTRACTOR shall maintain and distribute a running log of value engineering recommendations throughout the design process. The log shall identify and describe the recommendation, the estimated cost savings for each recommendation and a notation of whether the recommendation is accepted or rejected by the Architect and the District. Value engineering recommendations that are accepted by the District shall be incorporated into the plans and specifications at each phase of design. The log shall note when the recommendation was incorporated into the Plans and Specifications.

4. Building Information Modeling (BIM) Services

- A. Definition: BIM Modeling is defined as a 3-D model-based process involving the generation and management of digital representations of physical and functional characteristics of a proposed construction project for purposes of planning, designing, constructing, operating and maintaining the proposed new facility.
- B. CONTRACTOR shall participate in and/or prepare a 3-D model of the Architect's design of the Project utilizing BIM software. The 3-D model shall be rendered in a format that can be made available to the Architect, the District, and/or any agent or representative thereof. The model shall contain sufficient detail to identify any and all ambiguities and clashes in the Architect's plans and specifications and produce a model from which a contractor or sub-contractors may bid for the project in question. The BIM Model must be in a format that can be shared or networked to support the decision-making process related to the design and specifications.
- C. The 3-D BIM Model shall be completed prior to the Architect's submission of the plans and specification to the Division of the State Architect. Any and all ambiguities or clashes will be resolved in a final 3-D BIM Model prior to this submittal.
- D. The District shall hold title and interest in the completed 3-D BIM Model. At the request of the District, CONTRACTOR shall make the completed 3-D BIM Model files available to the District in a format acceptable to the District.

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- E. Deliverable: A completed 3-D BIM Model in electronic format acceptable to the District.

5. Construction Scheduling Services

- A. Definition: Construction Scheduling is defined as the process of developing a detailed master baseline construction schedule for the Project that identifies all the major tasks and subtasks associated with the planning, design, construction, commissioning, close-out and final occupancy of the completed Project. The schedule shall be prepared in Primavera or comparable software and shall identify all long lead items, critical path, coordination of site activities, and any phasing of the Project. The Construction Scheduling services shall culminate in a final baseline construction schedule approved by the District to be used as a baseline schedule for the Project.
- B. CONTRACTOR shall develop a detailed construction schedule utilizing the critical path method. This schedule will provide a logical means of establishing and tracking the Project and for the organization of activities into areas established by Project criteria. CONTRACTOR shall consider any potential disruptions to the learning environment and incorporate major school activities, such as site-wide or statewide testing dates, or as otherwise provided by the District, in the construction schedule.
- C. In addition to the Construction Schedule, CONTRACTOR shall develop a Responsibility Matrix and Construction Site Management Plan for the Project. The Responsibility Matrix shall identify the key team members (District/Architect/IOR) and the roles and responsibilities of each entity for the Project. The Construction Site Management Plan shall consist of, but is not limited to, staging areas, deliveries of materials and supplies, site fencing and location of construction site field office. The CONTRACTOR shall work with the Architect and Program Manager to develop these two deliverables in a format and content acceptable to the District.
- D. Deliverable: A completed and approved baseline construction schedule, a Responsibility Matrix and Construction Site Management Plan.

6. Cooperation and Attendance at Design Meetings

- A. CONTRACTOR shall attend regular meetings during Project design with the Architect, the District's Program Manager, the District, and any other applicable consultants of the District as necessary. CONTRACTOR shall contribute to the design meetings by providing applicable comments, feedback, recommendations, information and reports required under the scope of this Contract in a timely manner. Design meetings may be held as frequently as weekly.

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B. CONTRACTOR shall submit to the District's Program Manager, weekly report of its activities and progress related to deliverables identified in the scope of this Contract. The report shall be provided in a format that is acceptable to the Program Manager.

7. Schedule for Pre-Construction Services.

A. The services outlined herein shall commence on the date specified in the District's Notice to Proceed ("NTP"). The schedule of the services to be provided herein shall be consistent with the Design Schedule identified in the District's contract with the Architect for the Project. The service of this Contract shall conclude and terminate upon receipt of the stamped approval of the Project Plans and Specifications from DSA.

B. In the event that the CONTRACTOR is unable to perform the services anticipated in this Contract in the Architect's design schedule, CONTRACTOR shall notify the Program Manager and the Design Team shall work on a mutually agreeable modification to the design schedule.

C. Any extensions required for deliverables shall be subject to the reasonable approval in writing by the District.

CONTRACTOR:

THE DISTRICT:

Oxnard School District,
a California school district

By: Rich Foeltz

By: Lisa A. Franz

Title: Executive Vice President

Title: Lisa A. Franz, Director, Purchasing

Date: 6.30.2017

Date: 8-11-17

OSD BOARD AGENDA ITEM

Name of Contributor: Betsy George

Date of Meeting: June 24, 2020

Agenda Section: Section C: Facilities Agreement

Ratification of Change Order No. 004 to Construction Services Agreement #17-41, with Bernards for the McKinna ES Reconstruct Project (George/Miller/CFW)

Change Order No. 004 addresses the procurement and installation of In-Carpet Wireway for the piano lab flooring wiring solution. In coordination between the Architect, District, and Project Team, the Architect directed that the classroom flooring be Carpet Tile, with resilient tile at the doorway and closet/sink area. The Contractor was also directed to provide a uniform floor surface elevated to match the wireway height throughout the space; the Contractor accomplished this by floating the piano lab floor with a self-leveling product to meet requirements. Lastly, the contractor was also directed to provide an In-Carpet Wireway for the piano lab flooring wiring solution. Classroom flooring is to be Carpet Tile with resilient tile at the doorway and closet/sink area. Lastly, also included in this change order is a credit due to the District resulting from a change in the MPR flooring.

Change Order No. 004 provides for the Board's consideration and ratification of the following COR's:

- COR No. 7RO – CDE Revision – Music Room - Keyboard Data Run
- COR No. 163RO – PR 23 – Piano Lab Flooring Float
- COR No. 209RO - Change in MPR Flooring Product (Credit)

FISCAL IMPACT:

Fifty-Nine Thousand Nine Hundred Sixty-Seven Dollars and No Cents (\$59,967.00) to be paid out of the Master Construct and Implementation Funds within the approved project budget paid to Bernards under Board approved Master Agreement #17-41.

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent for Business and Fiscal Services, and Director of Facilities in consultation with Caldwell Flores Winters, that the Board of Trustees ratify Change Order #004 for Master Agreement #17-41 with Bernards.

ADDITIONAL MATERIALS:

- Attached:** [Change Order No. 004 \(2 Pages\)](#)
[COR No. 7RO - CDE Revision - Music Room - Keyboard Data Run \(1 Page\)](#)
[COR No. 163RO - PR 023 - Piano Lab Flooring - Float \(1 Page\)](#)
[COR No. 209RO - Change in MPR Flooring Product \(Credit\) \(1 Page\)](#)
[Construction Services Agreement #17-41, Bernards \(25 Pages\)](#)



CHANGE ORDER

Date: 6/24/2020

CHANGE ORDER NO. 004

PROJECT: MCKINNA ES RECONSTRUCTION
O.S.D. BID No. N/A
O.S.D. Agreement No. 17-41

OWNER: Oxnard School District
 1051 South A Street
 Oxnard, CA. 93030

ARCHITECT Perkins Eastman
 3194 D Airport Loop Drive,
 Costa Mesa, CA 92626

CONTRACTOR:
 Bernards Bros. Inc.
 555 First Street
 San Fernando, CA 91340
 Attn: Carl Magness

Architects Proj. No.: 72538-101
D.S.A. File No.: 56-22
D.S.A. App. No.: 03-118371

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.....	\$ 28,319,338.00
NET CHANGE - ALL PREVIOUS CHANGE ORDERS (001-003).....	\$ 193,088.00
ADJUSTED CONTRACT SUM.....	\$ 28,512,426.00
NET CHANGE -	\$ 59,967.00

Total Change Orders to Date:	\$ 253,055.00
ADJUSTED CONTRACT SUM THROUGH CHANGE ORDER NO.: 004...	\$ 28,572,393.00

Commencement Date:	July 16, 2018
Original Completion Date:	February 15, 2020
Original Contract Time:	580 Calendar Days
Time Extension for all Previous Change Orders:	Zero Calendar Days
Time Extension for this Change Order:	Zero Calendar Days
Adjusted Completion Date:	February 15, 2020

Percentage(0.89%)

Item	Description	Unforeseen Condition (UFO)	Additional Scope (AS)	Errors & Omissions (E&O)	Code Requirement
1.	PCO 07 – PR 23 – RFI 382 – Keyboard Data Run Clarification		\$52,572.00		
2.	PCO 163 – PR 23 – Piano Lab Floor Floating		\$8,476.00		
3.	PCO 209 – Submittal 099 – 0965 19-3 - MPR Athletic Flooring		(\$1,081.00)		
	Totals	\$	\$59,967.00	\$	\$

Total Change Order No. 004\$59,967.00

**NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND ASSIST. 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: _____



CHANGE ORDER REQUEST

Project: McKinna Elementary School Reconstruction

COR No. 7 R0

Date: 1/19/2020

DESCRIPTION OF WORK

CDE Revision - Music Room - Keyboard Data Run

SUMMARY OF COSTS

Item Description	Company	Amount Requested
Subcontract Costs		
	Taft Electric Co	48,500
	Subtotal:	48,500
Contractual Costs		
Fee		2,503
Subcontract Default Insurance		582
CCIP		614
Contractor Bond		373
	Subtotal:	4,072
Total Change Order Request Amount:		52,572

APPROVAL

(Please note that if this Change Order Request is not approved by , additional costs and schedule impacts may result.)

Oxnard School District

Bernards Bros. Inc.

Signature

Signature

Printed Name & Title

Printed Name & Title

Date

Date



CHANGE ORDER REQUEST

Project: McKinna Elementary School Reconstruction

COR No. 163 R0

Date: 1/27/2020

DESCRIPTION OF WORK

PR 023 - Piano Lab Flooring - Float

SUMMARY OF COSTS

Item Description	Company	Amount Requested
Subcontract Costs		
	Donald M Hoover Co	7,819
	Subtotal:	7,819
Contractual Costs		
Fee		404
Subcontract Default Insurance		94
CCIP		99
Contractor Bond		60
	Subtotal:	657
Total Change Order Request Amount:		8,476

APPROVAL

(Please note that if this Change Order Request is not approved by , additional costs and schedule impacts may result.)

Oxnard School District

Bernards Bros. Inc.

Signature

Signature

Printed Name & Title

Printed Name & Title

Date

Date



CHANGE ORDER REQUEST

Project: McKinna Elementary School Reconstruction

COR No. 209 R0

Date: 3/19/2020

DESCRIPTION OF WORK

Change in MPR Flooring product (Credit)

SUMMARY OF COSTS

Item Description	Company	Amount Requested
Subcontract Costs		
	Donald M Hoover Co	-997
	Subtotal:	-997
Contractual Costs		
Fee		-51
Subcontract Default Insurance		-12
CCIP		-13
Contractor Bond		-8
	Subtotal:	-84
Total Change Order Request Amount:		-1,081

APPROVAL

(Please note that if this Change Order Request is not approved by , additional costs and schedule impacts may result.)

Oxnard School District

Bernards Bros. Inc.

Signature

Signature

Printed Name & Title

Printed Name & Title

Date

Date

CONSTRUCTION SERVICES AGREEMENT

This Construction Services Agreement (hereinafter referred to as the "Agreement") is entered into this 21st day of June, 2017, by and between the Oxnard School District, a California school district organized and existing under the laws of the State of California (hereinafter referred to as the "District") and Bernards which is a contractor licensed by the State of California, with its principal place of business at 555 First Street, San Fernando, CA 91340 (hereinafter referred to as "Contractor").

WHEREAS, the District operates McKinna Elementary School, located at 1611 South J Street, Oxnard, California 93033 (hereinafter referred to as the "School Facility"); and

WHEREAS, the District desires to construct new facilities and improvements (as more fully described below) at those portions of the School Facility identified in the Site Lease, as defined in Section 1G below (the "Site"); and

WHEREAS, the District has determined that it is in its best interests to pursue the improvements to the School Facility through the lease-leaseback method of project delivery pursuant to California Education Code §17406 which permits the governing board of the District, without advertising for bids, to lease to Contractor property owned by the District if the instrument by which property is leased requires the lessee to construct, or provide for the construction, on the leased property, of a facility for the use of the District during the term of the lease, and provides that title to that facility shall vest in the District at the expiration of the lease; and

WHEREAS, the District desires to finance a portion of the improvements utilizing the lease/leaseback methodology; and

WHEREAS, the District has conducted an RFQ process by which it selected Contractor; and

WHEREAS, the District intends to undertake work to improve the School Facility, the scope of which is generally described in **Exhibits A and B** attached hereto and incorporated by reference herein; and

WHEREAS, in connection with the approval of this Agreement, the District will enter into a site lease with Contractor, under which it will lease to Contractor the Site in order for Contractor to construct the Project as described in the Scope of Work set forth generally in **Exhibits A and B** (hereinafter referred to as the "Scope of Work"); and

WHEREAS, assuming that the District and Contractor can agree on the terms, including the price, for the additional scope of work, the District and Contractor anticipate that the scope of the Project may be amended to include additional work; and

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WHEREAS, Contractor will lease the Site back to the District pursuant to a sublease agreement, under which the District will be required to make payments to Contractor for the use and occupancy of the Site, including the Project (hereinafter the "Financing"); and

WHEREAS, Contractor represents that it is sufficiently experienced in the construction of the type of facility and type of work sought by the District and is willing to perform said work for lease and the Financing to the District, all as more fully set forth herein; and

WHEREAS, at the expiration of the Site Lease, title to the Site and the improvements thereon will vest with the District;

NOW, THEREFORE, in consideration of the covenants hereinafter contained, the District and Contractor agree as follows:

SECTION 1. DEFINITIONS

- A. **Construction.** The term "Construction" as used in this Agreement includes all labor and services necessary for the construction of the Project, and all materials, equipment, tools, supplies and incidentals incorporated or to be incorporated in such construction as fully described in the Scope of Work set forth in **Exhibits A and B** attached hereto. Unless otherwise expressly stipulated, Contractor shall perform all work and provide and pay for all materials, labor tools and equipment, including, but not limited to, light, water, and power, necessary for the proper execution and completion of the Project shown on the drawings and described in the specifications developed pursuant to this Agreement.
- B. **Construction Documents.** The term "Construction Documents" means the final drawings, profiles, cross sections, design development drawings, construction drawings, and supplemental drawings based on the plans and specifications developed for the Project pursuant to the Scope of Work set forth in **Exhibits A and B** attached hereto, including any reference specifications or reproductions prepared by the architect hired by the District (the "Architect") and specifications approved by the District, the Division of the State Architect ("DSA"), and the local agencies having jurisdiction or other regulatory agencies whose approval may be required, which show or describe the location, character, dimensions or details for the Project and specifications for construction thereof.
- C. **Contract Documents.** The term "Contract Documents" as used in this Agreement refers to those documents which form the entire agreement by and between the District and Contractor. The Contract Documents consist of this Agreement, including the exhibits and attachments hereto, the Site Lease, including the exhibits and attachments thereto, the Sublease, including the exhibits and attachments thereto, the Project Manual including the General Conditions thereto, as

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amended, which is incorporated herein (the "General Conditions"), and the Construction Documents. The term "Contract Documents" shall include all modifications and addenda thereto.

- D. **Guaranteed Maximum Price.** The term "Guaranteed Maximum Price" or "GMP" as used in this Agreement means the Guaranteed Maximum Price established pursuant to Section 5 of this Agreement to be used to calculate the Tenant Improvement Payments and the Sublease Payments to be paid by the District to Contractor pursuant to the Sublease, subject only to any adjustments for Extra Work/Modifications as provided in Section 10 of this Agreement.
- E. **Preconstruction Services.** The term "Preconstruction Services" as used in this agreement means to retain a professional construction firm (hereafter "CONTRACTOR") to provide certain professional pre-construction services, as described in **Exhibit B** related to the Project plans and specifications for the purpose of designing the project within budget and eliminating unforeseen circumstances, errors, omissions and ambiguities in the construction documents prepared by the Architect.
- F. **Project.** The term "Project" shall mean the improvements and facilities to be constructed and installed by Contractor at the School Facility which will result in complete and fully operational facilities as more fully set forth on **Exhibit A** attached hereto.
- G. **Project Manual.** The term "Project Manual" shall mean the compilation of the Specification sections including Division 0, Procurement and Contracting Requirements, Division 1 General Requirements, and technical specifications Division 2 through 33 prepared by the Architect and approved by the District, the DSA, or other regulatory agencies which show or describe the location, character, dimensions or details for the Project, which shall be delivered to Contractor upon execution of this Agreement.
- H. **Site.** The term "Site" as used in this Agreement shall mean those certain parcels of real property and improvements thereon (if any) more particularly described in **Exhibit A** to the Site Lease.
- I. **Site Lease.** The term "Site Lease" as used in this Agreement shall mean the certain Site Lease dated of even date herein between the District and Contractor, together

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with any duly authorized and executed amendment(s) thereto, pursuant to which the District leases the Site to Contractor.

- J. **Specifications.** The term "Specifications" shall mean those numbered specifications set forth in the Project Manual which shall accompany this Agreement and which are incorporated by reference herein. Individual Specifications may be referred to by their specification number as set forth in the Project Manual.
- K. **Subcontractor.** As used in this Agreement, the term "Subcontractor" means any person or entity, including trade contractors, who have a contract with Contractor to perform any of the Construction.
- L. **Sublease.** The term "Sublease" as used in this Agreement shall mean the certain Sublease dated of even date herein between the District and Contractor, together with any duly authorized and executed amendment(s) thereto, pursuant to which the District subleases the Site from Contractor.
- M. **Sublease Payments.** The term "Sublease Payments" as used in this Agreement shall mean the payments made by the District to Contractor pursuant to Section 6 of the Sublease.
- N. **Tenant Improvement Payments.** The term "Tenant Improvement Payments" as used in this Agreement shall mean the payments made by the District to Contractor pursuant to Section 6 of the Sublease.

SECTION 2. CONTRACTOR'S DUTIES AND STATUS

Contractor covenants with the District to furnish reasonable skill and judgment in constructing the Project. Contractor agrees to furnish efficient business administration and superintendence and to furnish at all times an adequate supply of professionals, workers, and materials and to perform the work appropriately, expeditiously, economically, and consistent with the Contract Documents.

SECTION 3. ADDITIONAL SERVICES

If the District requests Contractor to perform additional services not described in this Agreement, Contractor shall provide a cost estimate and a written description of the additional work necessary to complete such additional services. The cost for such additional services shall be negotiated and agreed upon in writing in advance of Contractor performing or contracting for such additional services, and such cost shall be used to adjust the GMP established pursuant to Section 5 hereof. In the absence of a written agreement, the District will not compensate Contractor for additional services, will not adjust the GMP for such additional services, and Contractor will not be required to perform them. It is understood and

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agreed that if Contractor performs any services that it claims are additional services without receiving prior written approval from the District Board of Education, Contractor shall not be paid for such claimed additional services and the GMP will not be adjusted. Nothing in this Agreement shall be construed as limiting the valuation of such additional services and amount that the GMP will be adjusted for such additional services, should a written agreement for such services be executed by the parties. Notwithstanding the foregoing, Contractor shall not be entitled to compensation, nor will the GMP be adjusted, for additional services required as a result of Contractor's acts, errors or omissions.

SECTION 4. OWNERSHIP OF PLANS AND DOCUMENTS

All original field notes, written reports, drawings, specifications, Construction Documents, and other documents, produced or developed for the Project are the property of the District, regardless of whether the Project is constructed, and shall be furnished to the District. Such documents are not to be used by Contractor or by the Subcontractors on other work nor shall Contractor nor the Subcontractors claim any right to such documents. This shall not deprive Contractor from retaining electronic data or other reproducible copies of the Construction Documents or the right to reuse information contained in them in the normal course of Contractor's professional activities.

SECTION 5. ESTABLISHMENT OF GUARANTEED MAXIMUM PRICE

The "GMP" for the Project shall be Two Hundred Twenty-Nine Thousand Three Hundred Twenty-two and No Hundredths (\$229,322.00). The GMP consists of (1) a Preconstruction Fee only in the amount of Two Hundred Twenty-Nine Thousand Three Hundred Twenty-two and No Hundredths (\$229,322.00), (2) a Sublease Tenant Improvement and (3) a Contractor Contingency and Sublease Payments to be negotiated as an amendment to this agreement pursuant to terms and payment schedule as amended and set forth in the Sublease. THE "GMP" WILL NOT BE ESTABLISHED UNTIL DSA HAS APPROVED THE FINAL PLANS AND SPECIFICATIONS AND THE BOARD APPROVES IT PRIOR TO NTP FOR CONSTRUCTION. The GMP will then be brought to the Board of Trustees as an amendment to this section of this agreement. Until such time this section will remain as a Preconstruction Fee only, the Site Lease and Sublease will not begin and the Contractor will proceed with Preconstruction Services as set forth in **Exhibit B** with an NTP for Preconstruction from the District.

The GMP is based upon the DSA approved plans and specifications to exist after this Agreement is entered into between Contractor and the District, and more fully described and referenced in the Scope of Work to be set forth in **Exhibit A** attached hereto. Prior to DSA approval Contractor will perform Preconstruction Services to assist in designing the project and as set forth in **Exhibit B**. After preconstruction services, DSA approval of plans and

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specifications, and the establishment of the GMP the Contractor shall assume the risk of cost overruns which were not foreseeable at the time this Agreement is entered into and the GMP determined, except for undocumented events of the type set forth in Section 19 hereof, work mandated by an outside agency after issuance of Construction Documents that could not have been reasonably foreseen from review of the Contract Documents, or costs arising from undocumented geotechnical issues. Contractor acknowledges that (i) Contractor has conducted a site inspection and is familiar with the site conditions based on records, studies and visible conditions relating to construction and labor and (ii) Contractor has reviewed the Contract Documents and is familiar with the contents thereof. District directed changes to the scope of the Project not contemplated in the Scope of Work shall be deemed Extra Work/Modifications pursuant to the procedures set forth in Section 10 of this Agreement. The GMP shall include, but not be limited to, increases in labor and materials. The GMP has been used to calculate the Tenant Improvement Payments and the Sublease Payments to be paid by the District to Contractor pursuant to the Sublease. The GMP includes the cost of all labor, materials, equipment, general conditions, overhead, profit and a Contractor Contingency as indicated above.

The Contractor Contingency is for the purpose of covering the cost of very specific issues that may arise during construction and it may be used only upon the written agreement of the Contractor, the architect of record, and the District. The Contractor Contingency is to be used only to pay Contractor for the following enumerated reasons: (1) additional costs resulting from discrepancies in the bid buy-out process; (2) conflicts, discrepancies or errors in the Construction Documents; (3) work required by the Inspector of Record or any governmental agency involved in the permitting or approval/certification process that is not otherwise shown in the Construction Documents; and (4) any other items of cost agreed to in writing by the Contractor and District to be included in the Contractor Contingency. The Contractor Contingency shall not be used for costs incurred as a result of Contractor's acts, errors or omissions.

Contractor shall be responsible for tracking expenditures of the Contractor Contingency and shall provide periodic written updates to the District as directed. Unused Contractor Contingency and Allowances at Project completion will reduce the GMP and will result in an adjustment of the Tenant Improvement Payments and possibly the Sublease Payments.

The District shall at all times have the right to reduce the scope of the Project. If the District reduces the scope of the Project, the GMP shall be reduced commensurate with the reduced Scope of Work pursuant to the provisions of Section 10, below, and will result in an adjustment of the Tenant Improvement Payments and, if applicable, the Sublease Payments.

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OXNARD SCHOOL DISTRICT

CONSTRUCTION SERVICES AGREEMENT

McKinna Elementary School Project

June 21st, 2017

SECTION 6. NOTICE TO PROCEED WITH PRECONSTRUCTION AND CONSTRUCTION

Prior to an approved GMP, the District shall issue a notice to Contractor to proceed with the Preconstruction of the Project. The Preconstruction Agreement in **Exhibit B** will serve as the whole agreement between the Contractor and the District until a GMP is established.

Upon receipt of an approved GMP, the District shall issue a notice to Contractor to proceed with the Construction of the Project. In the event that a Notice to Proceed with Construction is not issued for the Project, the Site Lease and the Sublease shall terminate upon written notice from the District to Contractor that a Notice of Proceed will not be issued.

SECTION 7. SAVINGS

If Contractor realizes a savings on one aspect of the Project, such savings shall be tracked and Contractor shall provide periodic written updates of such savings. Such savings shall be added to the Contractor Contingency and the use of such savings shall be as set forth in Section 5. However, if such savings are not so utilized, the amount of such savings shall reduce the GMP and will result in an adjustment of the Tenant Improvement Payments and, if applicable, the Sublease Payments.

SECTION 8. SELECTION OF SUBCONTRACTORS

In the interest of minimizing the expenditure of funds for the construction of the Project, Contractor agrees to select Subcontractors who are appropriately licensed by the State of California for each trade component of the Project in a manner that fosters competition. Contractor agrees that it will either solicit bids from potential subcontractors pursuant to the competitive bid procedures set forth in the California Public Contract Code, including specifically Public Contract Code section 20110, et seq., or that it will utilize an informal bidding process established by Contractor which also incorporates competitive bid procedures. Regardless of the method Contractor employs, Contractor will make a good faith effort to contact and utilize DVBE contractors and suppliers in securing bids for performance of the Project in accordance with the procedures set forth in Section 1.77 of the General Conditions. In the event that Contractor chooses to select Subcontractors pursuant to an informal bidding process, Contractor shall ensure that it receives at least three competitive quotes from potential subcontractors for each trade component of the Project, unless the parties agree otherwise on a trade-by-trade basis. The District reserves the right to oversee the bidding process. Contractor shall inform all bidders that the District will not be a party to any contracts for construction services executed by Contractor and selected bidders. Contractor shall submit a listing of proposed subcontractors to the District for the District's review. In no case, will Contractor award any sub-contracts until the District has concurred in the scope and price of the sub-contracted services. In addition, Contractor shall provide the District with full documentation regarding the bids or competitive quotes received by Contractor. In no event, shall such documentation be redacted or obliterated. In the event Contractor does not comply

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with this provision, the District may terminate this Agreement in accordance with the provisions of the General Conditions. Subcontractors awarded contracts by Contractor shall be afforded all the rights and protections of listed subcontractors under the provisions of the Subletting and Subcontracting Fair Practices Act (Public Contract Code Section 4100, et seq.).

SECTION 9. CONSTRUCTION SCOPE OF WORK

- A. Prior to commencing Construction, Contractor shall comply with the initial schedule requirements set forth in the General Conditions.
- B. Contractor shall complete the Construction pursuant to the Construction Documents as amended subject to any additional DSA or other regulatory approvals as may be required, performing all work set forth in the Scope of Work, and shall make reasonable efforts in scheduling to prevent disruption to classes.
- C. Contractor shall be responsible for complying with all applicable building codes, including without limitation mechanical codes, electrical codes, plumbing codes and fire codes, each of the latest edition, required by the regulatory agencies and for arranging and overseeing all necessary inspections and tests including inspections by the DSA or regulatory agencies, permits and occupancy permits, and ensuring compliance with any Federal and State laws, including, but not limited to, safety procedures and requirements, and construction employee training programs which cover among other items, hazardous chemicals and materials.
- D. Contractor shall establish procedures for the protection of all existing structures, equipment, utilities, and other existing improvements, both on-site and off-site. Contractor assumes all risk of loss of vandalism, theft of property or other property damage ("Vandalism") which occurs at a site at which Contractor is undertaking construction of the Project. Contractor assumes all risk of loss which occurs where Contractor is undertaking construction of the Project from causes due to negligence or misconduct by Contractor, its officers, employees, subcontractors, licensees and invitees. Contractor shall replace District property damaged by such Vandalism or theft or compensate the District for such loss, including payment of out of pocket expenses such as insurance deductibles the District might incur under such circumstances.
- E. Contractor shall develop a mutually agreed upon program with the District to abate and minimize noise, dust, and disruption to normal activities at the existing facilities at the School Facility, including procedures to control on-site noise, dust, and pollution during construction.

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OXNARD SCHOOL DISTRICT

CONSTRUCTION SERVICES AGREEMENT

McKinna Elementary School Project

June 21st, 2017

#17-41

- F. The District shall cause the appropriate professionals to stamp and sign, as required, the original Construction Documents or parts thereof and coordinate the Project's design with all utilities.
- G. Contractor shall, for the benefit of the Subcontractors, attend pre-construction orientation conferences in conjunction with the Architect to set forth the various reporting procedures and site rules prior to the commencement of actual construction. Contractor shall also attend construction and progress meetings with District representatives and other interested parties, as requested by the District, to discuss such matters as procedures, progress problems and scheduling. Contractor shall prepare and promptly distribute official minutes of such meetings to all parties in attendance, including without limitation the District, the Architect and the District Inspector of Record.
- H. Contractor shall incorporate approved changes as they occur, and develop cash flow reports and forecasts for submittal to the District as requested. Contractor shall provide regular monitoring of the approved estimates for Construction costs, showing actual costs for activities in progress, and estimates for uncompleted tasks. Contractor shall maintain cost accounting records on authorized additional services or work performed under unit costs, additional work performed on the basis of actual costs of labor and materials, and for other work requiring accounting records.
- I. Contractor shall record the progress of the Project and shall submit monthly written progress reports to the District and the Architect including information on the entire Project, showing percentages of completion and the number and amounts of proposed Extra Work/Modifications and their effect on the construction costs as of the date of each respective report.
- J. Contractor shall keep a log containing a record of weather, Subcontractors, work on the site, number of workers, work accomplished, problems encountered, and other similar relevant data as the District may require. Contractor shall make the log available to the District, the Architect, and the District's project manager. The District shall be promptly advised on all anticipated delays in the Project.
- K. The District shall bear the cost for the DSA Inspector, soils testing, DSA or other regulatory agency fees, and special testing required in the construction of the Project. If additional review or permits become necessary for reasons not due to Contractor's fault or because of DSA or regulatory agency requirements or regulations implemented after the date the Final GMP is established and not reasonably anticipated at the time the Final GMP is established, Contractor may seek additional compensation for the cost of that review as an additional cost. In the alternative, the District may pay such costs directly.

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SECTION 10. EXTRA WORK/MODIFICATIONS

- A. The District may prescribe or approve additional work or a modification of requirements or of methods of performing the Construction which differ from the work or requirements set forth in the Construction Documents ("Extra Work/Modifications"); and for such purposes the District may at any time during the life of this Agreement, by written order, make such changes as it shall find necessary in the design, line, grade, form, location, dimensions, plan, or material of any part of the work or equipment specified in this Agreement or in the Construction Documents, or in the quantity or character of the work or equipment to be furnished. In the event conditions develop which, in the opinion of Contractor, makes strict compliance with the specifications impractical, Contractor shall notify the District of the need for Extra Work/Modifications by placing the matter on the agenda of regularly scheduled construction meetings with the District for discussion as soon as practicable after the need for the Extra Work/Modifications is determined. Additionally, Contractor shall submit to the District for its consideration and approval or disapproval, a written request for Extra Work/Modifications before such work is performed. If the District approves the request in writing, the costs of the Extra Work/Modification shall be added to or deducted from the GMP or the Scope of Work shall be modified to complete the Project within the GMP, as applicable. Any adjustments to the GMP will result in an adjustment of the Tenant Improvement Payment and, if applicable, the Sublease Payments.
- B. Extra Work/Modifications include work related to unforeseen underground conditions if, and only if, such conditions are not visible or identified on plans, reports or other documents available to Contractor. Extra Work/Modifications do not include underground conditions that are identified on plans, reports or other documents available to Contractor but are in a location different than is set forth on such plans, reports or other documents available to Contractor. It should be noted, however, that the District has advised and provided Contractor with information regarding the shallow water table and recent projects experience with encountering water when digging. Contractor has included in its calculation of the GMP an amount to mitigate for encountering water when completing the scope of work contemplated herein. Therefore, Extra Work/Modifications do not include expenses incurred by, and/or work performed by, Contractor in connection with such shallow water table and with encountering water when digging.
- C. Should Contractor claim that any instruction, request, drawing, specification, action, condition, omission, default or other situation (i) obligates the District to increase the GMP; or (ii) obligates the District to grant an extension of time for the completion of

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this Agreement; or (iii) constitutes a waiver of any provision in this Agreement, CONTRACTOR SHALL NOTIFY THE DISTRICT, IN WRITING, OF SUCH CLAIM AS SOON AS POSSIBLE, BUT IN NO EVENT WITHIN MORE THAN TEN (10) DAYS FROM THE DATE CONTRACTOR HAS ACTUAL OR CONSTRUCTIVE NOTICE OF THE CLAIM. CONTRACTOR SHALL ALSO PROVIDE THE DISTRICT WITH SUFFICIENT WRITTEN DOCUMENTATION SUPPORTING THE FACTUAL BASIS OF THE CLAIM including items used in valuing said claim. Contractor shall be required to certify under penalty of perjury the validity and accuracy of any claims submitted. Contractor's failure to notify the District within such ten (10) day period shall be deemed a waiver and relinquishment of the claim against the District.

- D. Expenses of reconstruction and/or costs to replace and/or repair damaged materials and supplies, provided that Contractor is not fully compensated for such expenses and/or costs by insurance or otherwise, shall be included in an increase to the GMP if said expenses are the result of the negligent acts or omissions of the District, or its principals, agents, servants, or employees.

SECTION 11. NOT USED

SECTION 12. PERSONNEL ASSIGNMENT

- A. Contractor shall assign TBD as Project Manager/Superintendent for the Project. So long as TBD remains in the employ of Contractor, such person shall not be changed or substituted from the Project, or cease to be fully committed to the Project except as provided in this Section. In the event Contractor deems it necessary, Contractor shall replace the manager and/or the superintendent for the Project with a replacement with like qualifications and experience, subject to the prior written consent of the District, which consent shall not be unreasonably withheld. Any violation of the terms of paragraph A of this Section 12 shall entitle the District to terminate this Agreement for breach, pursuant to the provisions of the General Conditions.
- B. Notwithstanding the foregoing provisions of paragraph A of Section 12, above, if any manager and/or superintendent proves not to be satisfactory to the District, upon written notice from the District to Contractor, such person(s) shall be promptly replaced by a person who is acceptable to the District in accordance with the following procedures: Within five (5) business days after receipt of a notice from the District requesting replacement of any manager and/or superintendent or discovery by Contractor that any manager and/or superintendent is leaving their employ, as the case may be, Contractor shall provide the District with the name of an acceptable replacement/substitution together with such information as the District may reasonably request about such replacement/substitution. The replacement/substitution shall commence work on the Project no later than five (5)

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business days following the District's approval of such replacement, which approval shall not be unreasonably withheld. If the District and Contractor cannot agree as to the replacement/substitution, the District shall be entitled to terminate this Agreement for breach pursuant to the provisions of the General Conditions.

SECTION 13. BONDING REQUIREMENTS

Contractor shall fully comply with the requirements set forth in Section 6.9 of the General Conditions.

SECTION 14. PAYMENTS TO CONTRACTOR

- A. Contractor shall finance the cost of construction of the Project which costs shall not exceed the GMP, which shall not be adjusted except as otherwise provided in this Agreement. The District shall pay Contractor Tenant Improvement Payments and Sublease Payments pursuant to the terms and conditions of Section 6 of the Sublease. In the event of a dispute between the District and Contractor, the District may withhold from the Tenant Improvement Payments and the Sublease Payments an amount not to exceed one hundred fifty percent (150%) of the disputed amount.
- B. This Agreement is subject to the provisions of California Public Contract Code Sections 7107, 7201 and 20104.50 as they may from time to time be amended.
- C. For purposes of this Agreement, the acceptance by the District means acceptance made only by an action of the governing body of the District in session. Acceptance by Contractor of the final Tenant Improvement Payment or the Sublease Payment, as the case may be, shall constitute a waiver of all claims against the District related to those amounts.

SECTION 15. CONTRACTOR'S CONTINUING RESPONSIBILITY

Neither the final payment nor any provision in the Contract Documents shall relieve Contractor of responsibility for faulty materials or workmanship incorporated in the Project or for any failure to comply with the requirements of the Contract Documents.

SECTION 16. INSURANCE

Contractor shall provide, during the life of this Agreement, the types and amounts of insurance set forth in Article 6 of the General Conditions, which are incorporated by reference herein.

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SECTION 17. USE OF PREMISES

Contractor shall confine operations at the Site to areas permitted by law, ordinances, permits and the Construction Documents and shall not unreasonably encumber the Site or existing School Facilities at the Site with any materials or equipment. Contractor shall not load or permit any part of the work to be loaded with a weight so as to endanger the safety of persons or property at the Site.

SECTION 18. SITE REPRESENTATIONS

The District warrants and represents that the District has, and will continue to retain at all times during the course of construction, legal title to the Site and that said land is properly subdivided and zoned so as to permit the construction and use of said Site with respect to the Project. The District further warrants and represents that title to said land is free of any easements, conditions, limitation, special permits, variances, agreements or restrictions which would prevent, limit or otherwise restrict the construction or use of said Site pursuant to this Agreement. Reference is made to the fact that the District has provided information on the Site to Contractor. Such information shall not relieve Contractor of its responsibility; and the interpretation of such data regarding the Site, as disclosed by any borings or other preliminary investigations, is not warranted or guaranteed, either expressly or implicitly, by the District. Contractor shall be responsible for having ascertained pertinent local conditions such as location, accessibility and general character of the Site and for having satisfied itself as to the conditions under which the work is to be performed. No claim for any allowances because of Contractor's error or negligence in acquainting itself with the conditions at the Site will be recognized.

SECTION 19. HAZARDOUS WASTE AND UNKNOWN PHYSICAL CONDITIONS

Contractor shall comply with the District's Hazardous Materials Procedures and Requirements as set forth herein.

- A. If the District has identified the presence of hazardous materials on or in proximity to the Site (the "Pre-existing Hazardous Materials"), Contractor shall review all information provided by the District that characterizes the Pre-existing Hazardous Materials and shall take the actions approved by DTSC and issued by the District necessary to address the Pre-existing Hazardous Materials in the performance of the work. Contractor shall conduct the work based on this information issued at the time contract documents are executed. Contractor shall immediately communicate, in writing, any variances from available information to the District.
- B. The District will retain an additional independent environmental consultant to perform the investigation, inspection, testing, assessment, sampling and analysis necessary to prepare and recommend a remediation plan for the Pre-existing Hazardous Materials for the District's approval (the "Remediation Plan").

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- C. The District will retain title to all Pre-existing Hazardous Materials encountered during the work. This does not include hazardous material generated by Contractor, including but not limited to used motor oils, lubricants, cleaners, etc. Contractor shall dispose of such hazardous waste in accordance with the provisions of the Contract Documents, as well as local, State and Federal laws and regulations. The District will be shown as the hazardous waste generator and will sign all hazardous waste shipment manifests for non-Contractor generated hazardous waste. Nothing contained within these Contract Documents shall be construed or interpreted as requiring Contractor to assume the status of owner or generator of hazardous waste substances for non-Contractor generated hazardous wastes.
- D. Except as otherwise provided herein, it is the responsibility of Contractor to obtain governmental approvals relating to Hazardous Materials Management, including Federal and State surface water and groundwater discharge permits and permits for recycling and reuse of hazardous materials for all work noted in the contract documents. Contractor shall be responsible for coordinating compliance with such governmental approvals and applicable governmental rules with the District's hazardous materials consultant, including those governing the preparation of waste profiles, waste manifests, and bills of lading. If Contractor encounters hazardous materials, it shall immediately notify the District in writing. The District, Consultant and Contractor shall jointly establish the plan for disposition and actions to be taken with respect to the hazardous materials, subject to final written approval by the District.
- E. If, during construction, Contractor encounters materials, conditions, waste, contaminated groundwater or substances, not identified in the District's assessment report, that Contractor reasonably suspects are hazardous materials, Contractor shall stop the affected portion of the work, secure the area, promptly notify the District, and take reasonable measures to mitigate the impact of such work stoppage. The District shall retain the services of an environmental consultant to perform investigation, inspection, testing, assessment, sampling and analysis of the suspect materials, conditions, waste, groundwater or substances.
- (1) Found Not to be Hazardous Materials. If the environmental consultant determines that the materials, conditions, waste, contaminated groundwater or substances do not constitute hazardous materials, Contractor shall recommence the suspended work.
- (2) Found to be Hazardous Materials. If the environmental consultant determines that the materials, conditions, waste, contaminated groundwater or substances constitute hazardous materials and such hazardous materials require remediation and disposal, then the District, Consultant and Contractor shall jointly establish the plan for disposition and actions to be taken with respect to the hazardous

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materials, subject to final written approval by the District. All such costs shall be the responsibility of the District.

F. Exacerbation of Pre-Existing Hazardous Materials.

If during construction Contractor encounters pre-existing environmental conditions that it knew or should have known involve hazardous materials (the "Point of Discovery") (which encounters may include an unavoidable release or releases of hazardous materials) then Contractor must immediately stop the affected portion of the work. If Contractor fails to immediately stop the affected portion of the work after the Point of Discovery, then Contractor is solely responsible for any resultant Exacerbation Cost. "Exacerbate," in all its forms, means the worsening effects of Contractor's failure to stop the affected portion of work after the Point of Discovery. "Exacerbation Cost" means the differential between (i) the actual increase in the cost of remediation and delays to the Project attributable to pre-existing environmental conditions involving hazardous substances, and (ii) the cost thereof or delays thereto had Contractor immediately stopped the affected portion of the work after the Point of Discovery. The standard of "should have known" applies to Contractor's supervisory personnel, whether or not on the Site. Contractor's supervisory personnel must have had the hazardous material training required by applicable OSHA and Cal OSHA rules or regulations.

SECTION 20. INDEPENDENT CONTRACTOR

- A. Contractor is retained as an independent contractor and is not employed by the District. No employee or agent of Contractor shall become, or be considered to be, an employee of the District for any purpose. It is agreed that the District is interested only in the results obtained from service under this Agreement and that Contractor shall perform as an independent contractor with sole control of the manner and means of performing the services required under this Agreement. Contractor shall complete this Agreement according to its own methods of work which shall be in the exclusive charge and control of Contractor and which shall not be subject to control or supervision by the District except as to results of the work. It is expressly understood and agreed that Contractor and its employees shall in no event be entitled to any benefits to which the District employees are entitled, including, but not limited to, overtime, retirement benefits, insurance, vacation, worker's compensation benefits, sick or injury leave or other benefits.
- B. Contractor shall be responsible for all salaries, payments, and benefits for all of its officers, agents, and employees in performing services pursuant to this Agreement.

SECTION 21. ACCOUNTING RECORDS

Contractor, and all Subcontractors, shall check all materials, equipment and labor entering into the work and shall keep or cause to be kept such full and detailed accounts as may be necessary for proper financial management under this Agreement, including true and complete books, records and accounts of all financial transactions in the course of their activities and operations related to the Project. These documents include sales slips, invoices, payrolls, personnel records, requests for Subcontractor payment, and other data relating to all matters covered by the Contract Documents (the "Data"). The Data shall be maintained for ten (10) years from the latest expiration of the term (as such may be extended) of any of the Contract Documents. Contractor shall use its best efforts to cause its Subcontractors to keep or cause to be kept true and complete books, records and accounts of all financial transactions in the course of its activities and operations related to the Project. Upon completion of the Project, Contractor shall provide the District with one (1) complete copy of the Data.

The District, at its own costs, shall have the right to review and audit, upon reasonable notice, the books and records of Contractor and any Subcontractors concerning any monies associated with the Project.

SECTION 22. PERSONAL LIABILITY

Neither the trustees, officers, employees, or agents of District, the District's representative, or Architect shall be personally responsible for any liability arising under the Contract Documents.

SECTION 23. AGREEMENT MODIFICATIONS

No waiver, alteration or modification of any of the provisions of this Agreement shall be binding upon either the District or Contractor unless the same shall be in writing and signed by both the District and Contractor.

SECTION 24. NOTICES

Any notices or filings required to be given or made under this Agreement shall be served, given or made in writing upon the District or Contractor, as the case may be, by personal delivery or registered mail (with a copy sent via fax or regular mail) to the respective addresses given below or at such other address as such party may provide in accordance with the provisions herein. Any change in the addresses noted herein shall not be binding upon the other party unless preceded by no less than thirty (30) days prior written notice.

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If to Contractor:

Bernards
555 First Street
San Fernando, CA 91340
Attn: Rick Fochtman

If to the District:

Oxnard School District
1051 South A Street
Oxnard, California 93030
Attn: Dr. Cesar Morales, Superintendent

With a copy to Nitasha Sawhney,
Garcia, Hernandez, Sawhney & Bermudez LLP
2490 Mariner Square Loop, Suite 140
Alameda, CA 94501

And with an additional copy to Scott Burkett,
Caldwell Flores Winters, Inc.
6425 Christie Ave., Suite 270
Emeryville, CA 94608

Notices under this Agreement shall be deemed to have been given, and shall be effective upon actual receipt by the other parties, or, if mailed, upon the earlier of the fifth (5th) day after mailing or actual receipt by the other party.

SECTION 25. ASSIGNMENT

Neither party to this Agreement shall assign this Agreement or sublet it as a whole without the written consent of the other, nor shall Contractor assign any monies due or to become due to it hereunder without the prior written consent of the District.

SECTION 26. PROVISIONS REQUIRED BY LAW

Each and every provision of law and clause required to be inserted in these Contract Documents shall be deemed to be inserted herein and the Contract Documents shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted or is not inserted correctly, then upon application of either party the Contract Documents shall forthwith be physically amended to make such insertion or correction.

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OXNARD SCHOOL DISTRICT

CONSTRUCTION SERVICES AGREEMENT

McKinna Elementary School Project

June 21st, 2017

SECTION 27. HEADINGS

The headings in this Agreement are inserted only as a matter of convenience and reference and are not meant to define, limit or describe the scope or intent of the Contract Documents or in any way to affect the terms and provisions set forth herein.

SECTION 28. APPLICABLE LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of California. The parties irrevocably agree that any action, suit or proceeding by or among the District and Contractor shall be brought in whichever of the Superior Courts of the State of California, Ventura County, or the Federal Court for the Central District of California in Los Angeles, California, has subject matter jurisdiction over the dispute and waive any objection that they may now or hereafter have regarding the choice of forum whether on personal jurisdiction, venue, forum non conveniens or on any other ground.

SECTION 29. SUCCESSION OF RIGHTS AND OBLIGATIONS

All rights and obligations under this Agreement shall inure to and be binding upon the successors and assigns of the parties hereto.

SECTION 30. NOTIFICATION OF THIRD PARTY CLAIMS

The District shall provide Contractor with timely notification of the receipt by the District of any third-party claim relating to this Agreement, and the District may charge back to Contractor the cost of any such notification.

SECTION 31. SEVERABILITY

If any one or more of the terms, covenants or conditions of this Agreement shall to any extent be declared invalid, unenforceable, void or voidable for any reason whatsoever by a court of competent jurisdiction, the finding or order or decree of which becomes final, none of the remaining terms, provisions, covenants and conditions of the Contract Documents shall be affected thereby, and each provision of the Contract Documents shall be valid and enforceable to the fullest extent permitted by law.

SECTION 32. ENTIRE AGREEMENT

This Construction Services Agreement and the additional Contract Documents as defined in paragraph C of Section 1 herein, including the Site Lease, the Sublease, and the Specifications, drawings, and plans constitute the entire agreement between Contractor and the

District. The Contract Documents shall not be amended, altered, changed, modified or terminated without the written consent of both parties hereto, except as otherwise provided in Section 10 hereof.

SECTION 33. EXECUTION IN COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument.

IN WITNESS, WHEREOF the parties hereto, intending to be legally bound thereby, have executed this Agreement effective as of the date first above written.

CONTRACTOR:

Bernards
555 First Street
San Fernando, CA 91340
Rick Fochtman, Vice President

THE DISTRICT:

Oxnard School District,
a California school district
1051 South A Street
Oxnard, California 93030
Lisa A. Franz, Director, Purchasing

By: Rick Falt
Title: Executive VP
Date: 6.30.2017

By: Lisa A. Franz
Title: Director, Purchasing
Date: 8-11-17

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EXHIBIT A

Scope of Work (Plans & Specifications)

To be Designed and Approved by the Division of State Architects of the
State of California

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OXNARD SCHOOL DISTRICT

McKinna Elementary School Project

CONSTRUCTION SERVICES AGREEMENT

June 21st, 2017

EXHIBIT B

Oxnard School District – McKinna ES Project

Preconstruction Services

The District desires to retain a professional construction firm (hereafter "CONTRACTOR") to provide certain professional pre-construction services related to the Project plans and specifications for the purpose of designing the project to budget and eliminating unforeseen circumstances, errors, omissions and ambiguities in the construction documents prepared by the Architect. The fee for this set of services will be **Two Hundred Twenty-Nine Thousand Three Hundred Twenty-two and No Hundredths (\$229,322.00)**, to be paid monthly on a design progress basis.

The CONTRACTOR will be expected to provide the following professional pre-construction services during the design phase of the Project:

1. Professional Construction Cost-Estimation Services

- A. During each phase of design or at the completion of each phase of design, (1) Conceptual, (2) Schematic, (3) Design Development and (4) Construction Development, CONTRACTOR shall prepare a cost estimate, in current, uninflated dollars, for the design and specifications prepared by the Architect. CONTRACTOR acknowledges that it shall prepare four (4) complete cost estimates commensurate with the level of detail of each phase of design. The cost estimate shall include all Project costs, including, all hard costs (site preparation, utility connections, off-site improvements, hazard abatement, construction costs, overhead & profit and general conditions), soft costs (survey, geo-hazard, geo-technical, environmental studies, inspection and testing) and furniture, fixture and equipment.
- B. Upon final approval by the Division of the State Architect (hereinafter, "DSA"), CONTRACTOR shall adjust its estimate to incorporate any and all changes required by DSA as part of the review and approval process.
- C. CONTRACTOR shall provide the cost estimates at such time as directed by the Program Manager during or at the conclusion of each phase of design, in a format approved by the District's Program Manager and consistent with Construction Specifications Institute (CSI) standards. During the schematic phase, Contractor shall estimate in the CSI UniFormat. For all other phases of design, Contractor shall utilize CSI MasterFormat.

2. Professional Constructability Review

- A. Definition: Constructability Review shall mean the review of the design documents to ascertain whether the design of the Project as depicted in the Construction Documents, and the documents themselves: (i) accurately and completely reflects the District's objectives as explained to the Architect and CONTRACTOR by the District as approved by the District; and (ii) are free of errors, omissions, conflicts or other deficiencies so that the CONTRACTOR can construct the Project as therein depicted within the Project Budget and without delays, disruptions, or additional costs. The standard to be used for constructability is a contractor's standard of care in reviewing the plans and not that of an architect.
- B. CONTRACTOR shall conduct one comprehensive technical review of the Plans and Specifications at 50% Construction Development phase. The purpose of this review will be to examine whether the design intent can be successfully implemented in the field within the Project budget. A report of the CONTRACTOR's findings will be distributed to the Program Manager and the Architect. CONTRACTOR will participate in any meeting(s) with the Architect to determine if the comments will be included in the final bid set of documents. CONTRACTOR will work with Architect to ensure that all front end documents conform to technical specifications and meet District standards.
- C. At all times during design and DSA Review and Approval, the Architect shall remain responsible for completing, stamping, submitting and securing final DSA approval for the Project. Furthermore, the District acknowledges that CONTRACTOR is neither the Architect nor performing an architectural review of the Project. CONTRACTOR's responsibilities and duties under this subsection shall not include the architectural or structural design of the Project which is the responsibility of the Architect. Notwithstanding this qualification, CONTRACTOR shall conduct a detailed evaluation of the District's educational specifications, Project intent, Architect's Plans & Specifications, the proposed Project construction budget, schedule requirements and deliver a Constructability Review identifying any comments, recommendations or concerns that CONTRACTOR has as to the constructability of the Architect's Plans & Specifications consistent with the District's intent and budget.
- D. Deliverable: The CONTRACTOR shall deliver to the District a complete technical report of the Plans and Specifications with the opinion of the CONTRACTOR as to the constructability of the Architect's Plans and Specifications. The CONTRACTOR, in the report, shall identify any issues, concerns or requests for clarification that CONTRACTOR believes are necessary to complete the design within the District's proposed and approved Project budget. The report shall be made available to the Architect, the District and its Program Manager.

3. Value Engineering Services

- A. Definition: CONTRACTOR shall be required to perform Value Engineering Services to identify opportunities to reduce Project cost at the conclusion of each phase of design and during DSA review. The Value Engineering Services shall be provided in the form of a report to the Program Manager and shall identify value engineering opportunities, alternative materials and alternative methods and the associated cost savings estimated by the CONTRACTOR.
- B. Deliverable: The CONTRACTOR shall maintain and distribute a running log of value engineering recommendations throughout the design process. The log shall identify and describe the recommendation, the estimated cost savings for each recommendation and a notation of whether the recommendation is accepted or rejected by the Architect and the District. Value engineering recommendations that are accepted by the District shall be incorporated into the plans and specifications at each phase of design. The log shall note when the recommendation was incorporated into the Plans and Specifications.

4. Building Information Modeling (BIM) Services

- A. Definition: BIM Modeling is defined as a 3-D model-based process involving the generation and management of digital representations of physical and functional characteristics of a proposed construction project for purposes of planning, designing, constructing, operating and maintaining the proposed new facility.
- B. CONTRACTOR shall participate in and/or prepare a 3-D model of the Architect's design of the Project utilizing BIM software. The 3-D model shall be rendered in a format that can be made available to the Architect, the District, and/or any agent or representative thereof. The model shall contain sufficient detail to identify any and all ambiguities and clashes in the Architect's plans and specifications and produce a model from which a contractor or sub-contractors may bid for the project in question. The BIM Model must be in a format that can be shared or networked to support the decision-making process related to the design and specifications.
- C. The 3-D BIM Model shall be completed prior to the Architect's submission of the plans and specification to the Division of the State Architect. Any and all ambiguities or clashes will be resolved in a final 3-D BIM Model prior to this submittal.
- D. The District shall hold title and interest in the completed 3-D BIM Model. At the request of the District, CONTRACTOR shall make the completed 3-D BIM Model files available to the District in a format acceptable to the District.

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- E. Deliverable: A completed 3-D BIM Model in electronic format acceptable to the District.

5. Construction Scheduling Services

- A. Definition: Construction Scheduling is defined as the process of developing a detailed master baseline construction schedule for the Project that identifies all the major tasks and subtasks associated with the planning, design, construction, commissioning, close-out and final occupancy of the completed Project. The schedule shall be prepared in Primavera or comparable software and shall identify all long lead items, critical path, coordination of site activities, and any phasing of the Project. The Construction Scheduling services shall culminate in a final baseline construction schedule approved by the District to be used as a baseline schedule for the Project.
- B. CONTRACTOR shall develop a detailed construction schedule utilizing the critical path method. This schedule will provide a logical means of establishing and tracking the Project and for the organization of activities into areas established by Project criteria. CONTRACTOR shall consider any potential disruptions to the learning environment and incorporate major school activities, such as site-wide or statewide testing dates, or as otherwise provided by the District, in the construction schedule.
- C. In addition to the Construction Schedule, CONTRACTOR shall develop a Responsibility Matrix and Construction Site Management Plan for the Project. The Responsibility Matrix shall identify the key team members (District/Architect/IOB) and the roles and responsibilities of each entity for the Project. The Construction Site Management Plan shall consist of, but is not limited to, staging areas, deliveries of materials and supplies, site fencing and location of construction site field office. The CONTRACTOR shall work with the Architect and Program Manager to develop these two deliverables in a format and content acceptable to the District.
- D. Deliverable: A completed and approved baseline construction schedule, a Responsibility Matrix and Construction Site Management Plan.

6. Cooperation and Attendance at Design Meetings

- A. CONTRACTOR shall attend regular meetings during Project design with the Architect, the District's Program Manager, the District, and any other applicable consultants of the District as necessary. CONTRACTOR shall contribute to the design meetings by providing applicable comments, feedback, recommendations, information and reports required under the scope of this Contract in a timely manner. Design meetings may be held as frequently as weekly.

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B. CONTRACTOR shall submit to the District's Program Manager, weekly report of its activities and progress related to deliverables identified in the scope of this Contract. The report shall be provided in a format that is acceptable to the Program Manager.

7. Schedule for Pre-Construction Services.

A. The services outlined herein shall commence on the date specified in the District's Notice to Proceed ("NTP"). The schedule of the services to be provided herein shall be consistent with the Design Schedule identified in the District's contract with the Architect for the Project. The service of this Contract shall conclude and terminate upon receipt of the stamped approval of the Project Plans and Specifications from DSA.

B. In the event that the CONTRACTOR is unable to perform the services anticipated in this Contract in the Architect's design schedule, CONTRACTOR shall notify the Program Manager and the Design Team shall work on a mutually agreeable modification to the design schedule.

C. Any extensions required for deliverables shall be subject to the reasonable approval in writing by the District.

CONTRACTOR:

THE DISTRICT:

Oxnard School District,
a California school district

By: Rich Foeltz

By: Lisa A. Franz

Title: Executive Vice President

Title: Lisa A. Franz, Director, Purchasing

Date: 6.30.2017

Date: 8-11-17

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Jesus Vaca

Date of Meeting: June 24, 2020

Agenda Section: Section D: Action Items

Approval of Revised Job Description: Manager, Special Education (Vaca/Bond)

The Commission on Teacher Credentialing (CTC) accepts either five (5) years of pupil personnel work experience or five (5) years of teaching experience, or a combination of teaching and pupil personnel work experience equal to five years when securing an administrative credential.

In accordance with CTC's criteria of eligibility to earn a preliminary credential, the Oxnard School District (District) is presenting the Manager, Special Education job description revision for the Board's consideration and approval, which includes a minimum of five (5) years of successful, full-time special education classroom teaching experience, or a minimum of five (5) years of successful full-time service as a school psychologist, or a combination of teaching and school psychologist work experience equal to five (5) years.

Approving the following job description revision allows the District to expand their reach of highly qualified administrative candidates.

FISCAL IMPACT:

N/A

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Human Resources, that the Board of Trustees approve the revised job description, as presented.

ADDITIONAL MATERIALS:

Attached: [Manager, Special Education jd w revisions 06.24.2020](#)

HUMAN RESOURCES & SUPPORT SERVICES

Title: Manager, Special Education

Qualifications:

1. Master's Degree
2. A valid and appropriate Administrative or Supervision Credential in compliance with the provisions of Title 5, *Administrative Code*, Sections 80125-80127 and *Education Code*, Section 44270
3. A minimum of ~~3~~ *five (5)* years of successful, full-time special education classroom teaching experience, or a minimum of ~~3~~ *five (5)* years of successful full-time service as a school psychologist, *or a combination of teaching and school psychologist work experience equal to five (5) years*
4. Possess the following personal qualities:
 - a. ability to meet District standards for physical and mental health
 - b. evidence of good moral character
 - c. satisfactory recommendations from training supervisors or other professionals who have observed the candidate's personal characteristics, scholastic achievement and job-related performance
5. Such alternatives to the above qualifications as the District may find appropriate and acceptable

Reports to: ~~Administrator, Pupil Services~~ *Director, Special Education*

Supervises:

1. Psychologists/~~Psychometrists~~
2. *Speech and Language Pathologists* ~~Therapists~~
3. Program Specialists ~~for Special Education~~
4. Secretarial and clerical staff as assigned
5. ~~Infant care~~ *Specialist/Early Start Staff*
6. *Adaptive Physical Education Program Staff*
7. *Visual Handicap Program Staff*
8. *Deaf and Hard of Hearing Program Staff*
9. *Occupational Therapists*

Job Goal: To provide leadership in the development and implementation of the special education program and services within the District.

Performance Responsibilities:

1. Assists in implementing state department regulations and in developing special education programs.
2. Coordinates the activities of the special class placement committee and serves as chairman.
3. Supervises the maintenance of case records on students and the completion of all reports.
4. Provides or recommends appropriate special services for groups of exceptional students and their parents.
5. Recommends placement of individual students with special needs in those educational situations best suited to their requirements.
6. Assists in the development of special programs and curriculum for Special Day class and RSP students.
7. Directs case study services for students including the identification, diagnosis, follow-up, and referral of students with problems related to attendance, mental health, or learning disabilities.

HUMAN RESOURCES & SUPPORT SERVICES

8. Participates in special consultations and case conferences with psychologists and other student services personnel.
9. Implements the development of programs for teachers relating to child behavior and development and conferences with parents.
10. Supervises and coordinates activities of school psychologists.
11. Coordinates activities of Speech Therapists.
12. Interprets the school psychological services to the public.
13. Prepares various reports as designated by the ~~Administrator, Pupil Services~~, *Director, Special Education*.
14. Performs such other duties as may be assigned.

Term of Employment:

This shall be a twelve-month position with salary and benefits established annually by the Board of Trustees. The currently adopted work year, salary and benefit schedule will be found in ~~7200-BP-~~ *the most current Certificated Management Compensation and Benefit Program*.

Evaluation:

The evaluation and assessment of performance of the Manager, Special Education will be conducted annually by the Administrator, Pupil Services, in accordance with the provisions of *Education Code*, Sections 44660-44665 and Oxnard School District Board Policy ~~7230~~.

Equal Opportunity:

The Oxnard School District's Governing Board is committed to equal opportunity for all individuals in education and encourages applications for employment for all persons regardless of race, religious creed, age, medical condition, marital status, color, ancestry/citizenship, sexual orientation, national origin, political affiliation, physical or mental disability, pregnancy, child birth or related medical condition, or sex (gender identity). The Board shall promote programs that ensure that discriminatory practices are eliminated in all district activities.

Oxnard School District

Board Policy Adopted: June 24, 1987

Board Approved Revision: June 24, 2020

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Jesus Vaca

Date of Meeting: June 24, 2020

Agenda Section: Section D: Action Items

Approval of Variable Term Waivers for Behavior Specialist Authorizations for 2020-2021 (Vaca/Bond)

The District is recommending that the Board of Trustees approve this action item for Variable Term Waivers for Behavior Specialist Authorizations, as described under Education Code: 44225.7, for Heather Brown and Stephanie Novak to serve as Behavior Specialists for the 2020-2021 school year beginning August 17, 2020 until the employees complete the necessary requirements to apply for a credential.

FISCAL IMPACT:

N/A

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent of Human Resources and the Director, Certificated Human Resources, that the Board of Trustees approve the Variable Term Waivers for Behavior Specialist Authorization for the 2020-21 school year, as presented.

ADDITIONAL MATERIALS:

Attached:

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Jesus Vaca

Date of Meeting: June 24, 2020

Agenda Section: Section D: Action Items

Approval of a Variable Term Service Waivers in Speech Language Pathology for 2020-21 (Vaca/Bond)

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 Sally Cantos, Daniella Harasty, and Sharon MacDonald to serve as Speech Language Pathologists for the 2020-21 school year beginning August 17, 2020, while said employees finish the necessary requirements to apply for a credential.

FISCAL IMPACT:

N/A

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent of Human Resources and the Director, Certificated Human Resources, that the Board of Trustees approve the Variable Term Service Waivers in Speech Language Pathology, as presented.

ADDITIONAL MATERIALS:

Attached:

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Jesus Vaca

Date of Meeting: June 24, 2020

Agenda Section: Section D: Action Items

**Declaration of Need for Fully Qualified Educators for the 2020-21 School Year
(Vaca/Bond)**

Form CL- 500 is issued by the State of California Commission on Teacher Credentialing. This form is a Declaration of Need for Fully Qualified Educators. By submitting this annual declaration, the District is certifying a diligent search to recruit fully prepared teachers for any assignments made, or if a suitable fully prepared teacher is not available, the District will make a reasonable effort to recruit, based on the priority stated on the form submitted.

This authorizes the District to hire a teacher under an intern program or a limited assignment permit. The District does not anticipate the need for any non-fully qualified teachers. This application is required by the State of California Commission on Teacher Credentialing and is only for precaution.

FISCAL IMPACT:

N/A

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Human Resources and the Director, Certificated Human Resources, that the Board of Trustees approve the Declaration of Need for Fully Qualified Educators for the 2020-2021 school year and authorize its submission to the State of California Commission on Teacher Credentialing.

ADDITIONAL MATERIALS:

Attached: [Declaration and Annual Statement of Need for 2020-21 \(five pages\)](#)

The Superintendent of the County Office of Education or the Director of the State Agency or the Director of the NPS/NPA specified above adopted a declaration on ____/____/____, at least 72 hours following his or her public announcement that such a declaration would be made, certifying that there is an insufficient number of certificated persons who meet the county's, agency's or school's specified employment criteria for the position(s) listed on the attached form.

The declaration shall remain in force until June 30, _____.

► **Enclose a copy of the public announcement**

Submitted by Superintendent, Director, or Designee:

<i>Name</i>	<i>Signature</i>	<i>Title</i>
<i>Fax Number</i>	<i>Telephone Number</i>	<i>Date</i>
<i>Mailing Address</i>		
<i>E-Mail Address</i>		

► *This declaration must be on file with the Commission on Teacher Credentialing before any emergency permits will be issued for service with the employing agency*

AREAS OF ANTICIPATED NEED FOR FULLY QUALIFIED EDUCATORS

Based on the previous year's actual needs and projections of enrollment, please indicate the number of emergency permits the employing agency estimates it will need in each of the identified areas during the valid period of this Declaration of Need for Fully Qualified Educators. This declaration shall be valid only for the type(s) and subjects(s) identified below.

This declaration must be revised by the employing agency when the total number of emergency permits applied for exceeds the estimate by ten percent. Board approval is required for a revision.

Type of Emergency Permit	Estimated Number Needed
CLAD/English Learner Authorization (applicant already holds teaching credential)	_____
Bilingual Authorization (applicant already holds teaching credential)	_____
List target language(s) for bilingual authorization: _____	
Resource Specialist	_____
Teacher Librarian Services	_____

LIMITED ASSIGNMENT PERMITS

Limited Assignment Permits may only be issued to applicants holding a valid California teaching credential based on a baccalaureate degree and a professional preparation program including student teaching.

Based on the previous year's actual needs and projections of enrollment, please indicate the number of Limited Assignment Permits the employing agency estimates it will need in the following areas:

TYPE OF LIMITED ASSIGNMENT PERMIT	ESTIMATED NUMBER NEEDED
Multiple Subject	
Single Subject	
Special Education	
TOTAL	

EFFORTS TO RECRUIT CERTIFIED PERSONNEL

The employing agency declares that it has implemented in policy and practices a process for conducting a diligent search that includes, but is not limited to, distributing job announcements, contacting college and university placement centers, advertising in local newspapers, exploring incentives included in the Teaching as a Priority Block Grant (refer to www.cde.ca.gov for details), participating in state and regional recruitment centers and participating in job fairs in California.

If a suitable fully prepared teacher is not available to the school district, the district made reasonable efforts to recruit an individual for the assignment, in the following order:

- A candidate who qualifies and agrees to participate in an approved internship program in the region of the school district
- An individual who is scheduled to complete initial preparation requirements within six months

EFFORTS TO CERTIFY, ASSIGN, AND DEVELOP FULLY QUALIFIED PERSONNEL

Has your agency established a District Intern program? Yes No

If no, explain. _____

Does your agency participate in a Commission-approved college or university internship program? Yes No

If yes, how many interns do you expect to have this year? _____

If yes, list each college or university with which you participate in an internship program.

If no, explain why you do not participate in an internship program.



State of California
Commission on Teacher Credentialing
Certification Division
1900 Capitol Avenue
Sacramento, CA 95811-4213

Email: credentials@ctc.ca.gov
Website: www.ctc.ca.gov

ANNUAL STATEMENT OF NEED 30-DAY SUBSTITUTE and DESIGNATED SUBJECTS CAREER TECHNICAL EDUCATION 30-DAY SUBSTITUTE TEACHING PERMITS

INSTRUCTIONS TO THE EMPLOYER

This statement of need must be filed at the school district office each school year when employing holders of Emergency 30-Day Substitute Permits. The employing agency will complete a single statement of need form (below) and retain the form at the school district office.

The form must be completed annually, indicating that either no credentialed person is available or that those available are not deemed qualified for substitute teaching and details of the circumstances that necessitate the use of emergency permit holders rather than fully credentialed teachers.

This statement of need form does not require listing specific employees or their positions. The form must be signed by the superintendent of the employing school district. It does not need to be co-signed by the county superintendent of schools.

A copy of the form does not need to be submitted to the county or the Commission with each Emergency 30-Day Substitute Teaching Permit application; however, the county superintendent of schools, whose responsibilities include areas such as district payroll or district substitute placement, may request a copy of the district's statement of need form to accurately fulfill these duties.

County superintendent of schools offices employing holders of the Emergency 30-Day Substitute Teaching Permit are also required to annually file, at their office, this completed statement of need form. The county superintendent of schools will sign the form.

The Commission does not require that the school board approve the statement of need. The individual school district may establish its own policy regarding this matter.

References: California Education Code, Sections 44225 and 44300 and California Code of Regulations, Title 5, Sections 80023, 80025 and 80026

This form must be signed by either:

The district superintendent of schools and filed at the school district office if the holder of any Emergency 30-Day Substitute Teaching Permit will be employed as a substitute in a public school operated by a school district.

OR

The county superintendent of schools and filed at the county superintendent of schools' office if the holder of any Emergency 30-Day Substitute Teaching Permit will be employed as a substitute in a county-operated school.

Certification and Authorized Signature

The district superintendent of schools or the county superintendent of schools has reviewed the information contained in this statement of need and certifies one the following:

Either a credentialed person is not available or one or more credentialed persons are available, but are not deemed qualified by the district or county, as applicable, to serve as a day-to-day substitute teacher.

OR

The situation or circumstances that necessitate the use of an emergency permit holder are as follows:
(Attach additional sheets, if necessary.)

I hereby certify that all of the information contained in this statement of need is true and correct.

Signature of the District Superintendent *District* *Date*

Signature of the County Superintendent of Schools *County* *Date*

It is not necessary to submit this form to the Commission on Teacher Credentialing.

OSD BOARD AGENDA ITEM

Name of Contributor: Karling Aguilera-Fort

Date of Meeting: June 24, 2020

Agenda Section: Section D: Action Items

Adoption of Resolution #20-05 - Black Lives Matter (Aguilera-Fort)

The Board's adoption of Resolution #20-05 - Black Lives Matter is requested.

FISCAL IMPACT:

None.

RECOMMENDATION:

It is the recommendation of the Superintendent that the Board of Trustees adopt Resolution #20-05 - Black Lives Matter, as presented.

ADDITIONAL MATERIALS:

Attached: [Resolution #20-05 \(2 pages\)](#)

RESOLUTION #20-05 OF THE
BOARD OF TRUSTEES OF THE OXNARD SCHOOL DISTRICT

BLACK LIVES MATTER

WHEREAS, throughout our nation's history, institutional and structural racism and injustice have led to deepening racial disparities across all sectors of society and have had lasting negative consequences for our communities, cities, and nation; and

WHEREAS, Black Lives Matter protests have swept the nation as demonstrators demand justice in response to the killings of George Floyd, Rashard Brooks, Breonna Taylor, Ahmaud Arbery, and far too many other Black Americans to list; and

WHEREAS, our public schools are facilitators of the limitless growth potential of all people, with a charge to instill in our youth a belief that every person deserves to live with dignity, be valued for their inherent humanity, and be treated ethically; and

WHEREAS, it is essential to recognize the experiences, honor the history, and highlight the contributions of Black people, while ensuring that every Black person has the social, economic, and political power to thrive; and

WHEREAS, stating that Black Lives Matter does not negate our commitment to all members of our community, but rather elevates Black people, who have historically been oppressed by our society, and affirms that their lives, specifically, matter; and

WHEREAS, these efforts recognize that valuing the diversity that exists among our students, staff, families, and community members is integral to our vision of preparing today's students to be the thinkers, leaders, and creators of tomorrow; and

WHEREAS, our district's vision of empowering all children to achieve excellence is only possible when students' culture, race and language are valued, honored and reflected in their experience at school, and we believe that all educators have the civic responsibility to learn and teach the basic tenets of this movement for racial justice.

NOW, THEREFORE BE IT RESOLVED, that the Board of Trustees of the Oxnard School District declares that Black Lives Matter and joins the movement to peacefully fight for freedom, liberation, and social justice.

BE IT FURTHER RESOLVED, that the Board of Trustees of the Oxnard School District is committed to providing safe spaces for discussions on race and injustice, including the work of the Black Lives Matter Global Network.

BE IT FURTHER RESOLVED, that the Board of Trustees of the Oxnard School District is committed to restorative justice practices, implicit bias training, ethnic studies lesson offerings, and resources that foster dialogue around the guiding principles of Black Lives Matter.

BE IT FURTHER RESOLVED, that the Board of Trustees of the Oxnard School District vows to work to proactively identify class and cultural biases as well as practices, policies and institutional barriers that negatively influence student learning, perpetuate achievement gaps, and impede equal access to opportunities for all students in order to eradicate institutional bias

of any kind, including implicit or unintentional biases and prejudices that affect student achievement, and to eliminate disparities in educational outcomes for student achievement for students from historically underserved and under-represented populations.

APPROVED AND ADOPTED by the Board of Trustees of the Oxnard School District on the 24th day of June 2020.

President, Board of Trustees

Clerk, Board of Trustees

Member, Board of Trustees

Member, Board of Trustees

Member, Board of Trustees

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna **Date of Meeting:** June 24, 2020

Agenda Section: Section D: Action Items

Approve COVID-19 Operations Written Report (DeGenna/Thomas)

Executive Order (EO) N-56-20 established the requirement that a local educational agency (LEA) adopt a written report (COVID-19 Operations Written Report) explaining to its community the changes to program offerings the LEA has made in response to school closures to address the COVID-19 emergency and the major impacts of such closures on students and families. For this school year, the COVID-19 Operations Written report replaces the LCAP.

The COVID-19 Operations Written Report must be adopted by the local governing board or body by July 1, 2020.

FISCAL IMPACT:

None

RECOMMENDATION:

The recommendation from the Assistant Superintendent of Educational Services is for the Board of Trustees to approve the COVID-19 Operations Written Report as presented.

ADDITIONAL MATERIALS:

Attached: [OSD COVID-19 Report](#)
[COVID-19 OWR Presentation](#)

Descriptions provided should include sufficient detail yet be sufficiently succinct to promote a broader understanding of the changes your LEA has put in place. LEAs are strongly encouraged to provide descriptions that do not exceed 300 words.

1. Provide an overview explaining the changes to program offerings that the LEA has made in response to school closures to address the COVID-19 emergency and the major impacts of the closures on students and families.

During the week of March 16-20, Educational Services started work on a multi-phase instructional plan. For Phase 1 (March 23-April 3), Directors and TOSAs created hard copy packets for each grade level, to be picked up at each school site or district office. The work was posted on our website, along with slide shows (in English, Spanish and Mixteco) explaining the plan. While students were working on these packets, all teachers were developing lessons in grade level teams following guidance from Ed Services in terms of content and standards. Along with Counselors and Outreach Consultants (ORCs), they were also making contact with each family. Information was gathered regarding internet access, available devices, and any needs such as, food, counseling or other services. Principals also delivered weekly messages to families.

Spring break occurred from April 6-17 and Phase II began on April 20 (through May 1). Hot Spots were purchased for those who did not have Wi-Fi access, as were iPads for 1st graders. All students in grades 2-8 already had access to iPads, so teachers delivered lessons using various platforms (e.g. Seesaw, Google Classroom) and created Zoom or Google Meet sessions. For students in Pre-School, TK and Kindergarten, teachers created packets which could be picked up at each site. All teachers, including Special Education case managers, had to maintain regular contact with families and establish office hours. Teachers continued to meet in grade level teams to collaborate and develop lessons. Principals monitored family contact and lesson delivery.

A Distance Learning Task Force was created which was made up of district and site administration at all school levels, representing all types of instruction (SpEd, DLI, ELD, social-emotional) to provide specific guidelines for Phase III for the time period of May 4 to the end of the school year. Items included were: expectations for all stakeholders, guidelines for synchronous and asynchronous standards-based instruction, best practices, pedagogy, time frames for engagement, grading and district provided support.

2. Provide a description of how the LEA is meeting the needs of its English learners, foster youth and low-income students.

Approximately 85% of our students are socio-economically disadvantaged and 51% of our students are English Learners. In order to ensure that the needs of all students are being met, Principals are using a log for teachers complete to monitor student contact as well as, conducting grade level/PLC virtual meetings on a regular basis to share information, receive requests for additional support and monitor instruction. There is a Counselor and Outreach Specialist (ORC) at each site to provide support and connect families with services as indicated from the contact teachers are making.

As teachers began planning lessons, a formal ELD Distance Learning Guideline plan was shared with principals and teachers from our Director of EL Services. Principals were asked to collect weekly lesson plans and ensure that designated ELD times were allotted for working with EL students. This same information was also shared during bi-weekly meetings for teachers in grades TK-5. Within the guidelines, teachers were given resources and ideas for working with students who do not have access to wi-fi. Additionally, packets of instructional materials were delivered to the homes of students in our Newcomer programs, of whom many did not have access to the internet. We have 2 Mixteco translators who are available to support families by appointment. Our students have access to the MyON program for books in both English and Spanish. Students can load 20 books at a time on to their iPads to read.

Currently, we have about 70 Foster Youth students. We have a district Community Liaison who keeps in contact with all of our foster families. He has maintained contact with them during the closures to link them with any necessary services. All sites know who their foster students are and are using the ORCs to maintain contact as well.

3. Provide a description of the steps that have been taken by the LEA to continue delivering high-quality distance learning opportunities.

Phase III of our Distance Learning Plan outlines our expectation that new, standards-based teaching takes place in all grade levels with differentiation provided to all groups of students (ELD, SpEd, DLI, etc). A Board resolution to change current policy to use hold harmless for grades TK-5 and Credit/No Credit for grades 6-8 was approved. The policy was shared directly with teachers and with families through site communications, the district website, DELAC, SSC and ELAC. Each site will hold these meetings to conduct regular business and communicate new information regarding instruction and services.

Professional development was offered to teachers for available platforms and apps through Live Support Sessions with our Ed Tech TOSA and other teachers who have expertise. District-wide Teacher Collaboration Meetings by grade level were created so they could share ideas and make connections with their colleagues across the district. Use of virtual meetings allow more accessibility and we may continue these into the new school year. A Twitter group (#oxnardk8) which “meets” once a week for an hour has

become another place teachers from our district, as well as from other districts, can share ideas related directly to distance learning.

In order to provide alternatives for our preschool, TK and Kindergarten students, instructional videos were created by our Reading, Math and Science Specialists on foundational reading skills and math and science concepts. These videos are broadcast on our cable channels as well as our website. While adult participation is ideal, students in this age group can watch the videos by themselves.

Looking to the future, subcommittees of the Distance Learning Task Force are researching options of alternative school platforms for our families who may choose not to send their children back to school when we re-open. We are also looking into a district-wide Learning Management System to facilitate more options in regard to teaching through technology.

4. Provide a description of the steps that have been taken by the LEA to provide school meals while maintaining social distancing practices.

Oxnard School District Child Nutrition Services Department began serving students under the Seamless Summer Feeding program on Monday, March 16, 2020. Initially the district served “Grab and Go” breakfast and lunch to students daily at three school locations. As participation increased steadily and heightened shelter in place guidelines were enacted, OSD took advantage of USDA and CDE waivers to change the style of service to a once a week pick up option. Starting March 30th, OSD expanded service to four locations that included one school within each of the four geographic quadrants of the city of Oxnard. CNS teams are preparing 1000 meal bags for each of the four service locations. Service occurs on Monday of each week. Each meal bag includes five breakfast entrees, five lunch entrees, various fruits, vegetables, and bulk milk. CNS has been able to partner with various local farmers who donated bulk fresh produce to enhance the meal bag.

The weekly meal bag community feeding program will continue after school ends on June 18 through July 27. The meal bags will consist of five breakfast meals and five lunch meals and will meet all required food components. When donations are available from farmers, they will be included.

The CNS Department provided information, guidance and resources to school sites regarding communication to families for the P-EBT Program. Flyers were created to be posted on their websites and through our flyer communication system, Peach Jar. The website link was provided: <https://www.cdss.ca.gov/home/pandemic-ebt> . We also have site staff who can reach out to families by phone to inform them of the benefit.

During food distribution, safety guidelines are followed, including: staff wearing masks and disposable gloves and aprons; social distancing with taped marks on the pavement; requests for families to wear masks and additional personnel to monitor compliance.

5. Provide a description of the steps that have been taken by the LEA to arrange for supervision of students during ordinary school hours.

Since all school sites are closed for regular operations, we are not offering supervision of students, however, we have communicated to families resources which are available to them. We have links to various organizations which provide services to families on our website, including those for child care:

<https://www.ventura.org/departments/hsa/community-events/coronavirus-remote-resources/essential-childcare-centers-open/>

<https://www.venturalpc.org/Emergency-Child-Care>

<https://www.vcoe.org/childcare>

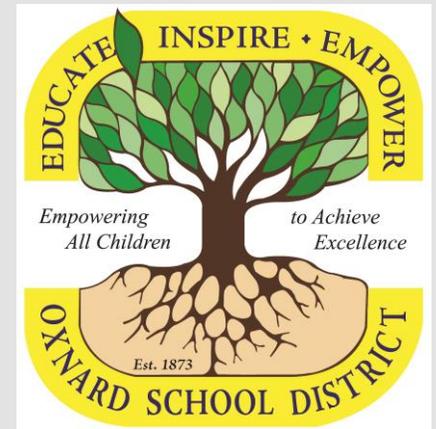
We also have Outreach Consultants (ORCs) at each site who make contact with families and connect them to a variety of services.

Students who normally participated in the After School Program were provided a supervised virtual environment to interact, play games and receive homework help from After School Program staff during the regular hours of that program (school close to 6:00pm).

COVID-19 Operations Written Report

Oxnard School District

June 24, 2020



Purpose

- Executive Order (EO) N-56-20 was established on April 22, 2020, to address the impact of continued school closures in response to the COVID-19 pandemic and the local educational agencies' ability to conduct meaningful annual planning, and the ability to meaningfully engage stakeholders in these processes.
- Timeline and approval waivers were enacted for the LCAP and Budget Overview for Parents as well as waiving certain budgetary requirements.
- Established the requirement that a local educational agency (LEA) adopt a written report (COVID-19 Operations Written Report) explaining to its community the changes to program offerings the LEA has made in response to school closures to address the COVID-19 emergency and the major impacts of such closures on students and families.

Content

- An overview explaining the changes to program offerings that the LEA has made in response to school closures to address the COVID-19 emergency and the major impacts of the closures on students and families.
- A description of how the LEA is meeting the needs of its English learners, foster youth and low-income students.
- A description of the steps that have been taken by the LEA to continue delivering high quality distance learning opportunities.
- A description of the steps that have been taken by the LEA to provide school meals while maintaining social distancing practices.
- A description of the steps that have been taken by the LEA to arrange for supervision of students during ordinary school hours

Requirements

- The COVID-19 Operations Written Report must be adopted by the local governing board or body in conjunction with the adopted annual budget by July 1, 2020.
- While the COVID-19 Operations Written Report does not need to be approved by the county superintendent of schools or the Superintendent of Public Instruction, the Written Report must be submitted in conjunction with the submission of the adopted annual budget.
- Once adopted, the COVID-19 Operations Written Report must be posted on the homepage of the LEA's website, if such a website exists.

Thank you!

Questions?

OSD BOARD AGENDA ITEM

Name of Contributor: Betsy George

Date of Meeting: June 24, 2020

Agenda Section: Section D: Action Items

Adoption of Oxnard School District 2020-21 Budget (George/Crandall Plasencia)

Subsequent to the public hearing held at the June 3, 2020 Board meeting, the Administration recommends that the Board of Trustees adopt the Oxnard School District Budget for the 2020-21 fiscal year.

FISCAL IMPACT:

N/A

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services and the Director of Finance that the Board of Trustees adopt the Oxnard School District Budget for the 2020-21 fiscal year.

ADDITIONAL MATERIALS:

Attached: [2020-21 Adopted Budget \(175 pages\)](#)

2020-21 Adopted Budget



Board Meeting of
June 24, 2020

(Includes Estimated 2019-20 Financial Data)

Prepared by:
Betsy George, Assistant Superintendent,
Business & Fiscal Services
and
Mary Crandall Plasencia, Director of Finance

Mission:

Ensure a culturally diverse education for each student in a safe, healthy and supportive environment that prepares students for college and career opportunities.

Vision:

Empowering all children to achieve excellence

OXNARD SCHOOL DISTRICT
Single Budget Adoption (July 1) 2020-21

June 17, 2020

Members of the Board of Trustees
Citizens and Administration of the District

Ladies and Gentlemen:

The Oxnard School District utilizes the Single Budget Adoption process. The following documents and forms are those prescribed by the State of California, which display not only the 2020-21 budget but also the 2019-20 estimates of final revenues and expenditures.

Under the Single Budget Adoption process, the actual revenues and expenditures for 2019-20 will be presented to the Board as soon as the books are closed (scheduled for September 2020). Additionally, within 45 days of the Governor signing the 2020-21 Budget Act, a revised summary of its impact on the District's adopted budget must be provided to the Board.

GENERAL FUND

2020-21 REVENUES

1. ADA (Average Daily Attendance) - The ADA used for 2020-21 is based on enrollment projections and prior year trends. Although the District has experienced between 2.5% and 2.7% decline in enrollment over the past two years, it is anticipated to level off slightly and projections are reflecting a 1.9% decline in enrollment for the 2020-21 fiscal year.
2. Local Control Funding Formula – As a result of the global COVID-19 pandemic and resulting economic downturn, LCFF funding for 2020-21 is projected to decline by 10% compared to 2019-20 per pupil funding levels. Worksheets showing the LCFF calculations are included in this report.
3. Lottery Revenues- Lottery funds are projected at the same level as 2019-20, at \$153/ADA for Unrestricted, and \$54/ADA for the Prop. 20 Restricted Lottery.
4. One-Time Funding- The Governor's May Revision budget for the 2020-21 fiscal year includes one-time COVID-19 relief funding: Coronavirus Aid, Relief, and Economic Security (CARES) Act Elementary and Secondary School Emergency Relief (ESSER) Funds of \$3,173,320 and an estimate from the Federal Coronavirus Relief Fund (CRF), also part of the CARES Act, of \$3,895,000.
5. Cost of Living Adjustment – Due to the COVID-19 related economic recession no increase has been added to federal, state, or local categorical programs.

EXPENDITURES FOR 2020-21

1. Certificated and Classified Salaries - Step and column increases averaging 1.5% for all employees have been added to the budget.
2. Employer Contributions to Employee Pension Plans – Contribution rates funded by the District for certificated employees’ State Teachers Retirement System (STRS) benefits decreased 0.95% to 16.15% and classified employees’ Public Employees Retirement System (PERS) benefits increased 0.98% to 20.70%.
3. Retiree Benefits – No increase to the rates has been budgeted.
4. Worker's Compensation Premiums – rates are down slightly from 2.01% to 2.00%.
5. State Unemployment Insurance – rates remain the same at .05%.
6. One-time Categorical and Restricted - Expenses in 2019-20 not expected to be repeated in 2020-21 have been removed from the expenditure projections.
7. Budget Adjustments – The 2020-21 Adopted Budget is built on the assumption that expenditures, in any object, may not exceed their budgeted amounts without Board approval. Adjustments may be made throughout the year to insure budgetary compliance.

Because of the impact of the COVID-19 pandemic and the District’s ability to meaningfully engage with stakeholders, the State extended the due date for the 2020-21 Local Control Accountability Plan (LCAP). The due date was changed from July 1, 2020 to December 15, 2020 per Executive Order N-56-20. Consequently, the 2020-21 Budget may not include all expenditures for actions that may be supported in the District’s 2020-21 LCAP.

OTHER FUNDS

Building Fund (Form 21) - The 2016 G.O. Bond (Measure D) project expenditures are included as reflected in the Board-Approved Master Construct and Implementation Plan.

Child Development Fund (Form 12) - Used for the State Preschool Programs at Drifill, Harrington, McKinna, Ritcher, Rose Avenue, San Miguel, and Sierra Linda Schools.

Cafeteria Account (Form 13) – Used for Child Nutrition Services operations.

Deferred Maintenance Fund (Form 14) – Used for the Deferred Maintenance program.

Capital Facilities Funds/Consolidated (Form 25) - Revenues in this fund are dependent on residential and commercial development in the Community. Expenditures include modular classroom leases at Frank and Lopez (fka Haydock).

County School Facilities Fund (Form 35) - This fund is used to receive State Bond apportionments from the State School Facilities Fund for new school facility construction and modernization projects authorized by the State Allocation Board.

Bond Interest and Redemption Funds (Form 51) - Maintained by the Ventura County Office of Education for Bond debt service for the 1988, 1997, 2012 and 2016 general obligation bonds.

Retiree Benefits Fund (Form 71) – A Retiree Benefits Trust Fund to provide for the cost of retiree benefits across all programs and funds was established in 2004. This fund collects pay-as-you-go revenues from the general fund for the purpose of paying future retiree benefits. Payment for the contribution for retiree's benefits to the Gold Coast Health Benefits Trust and Self-Insured Schools of California (SISC) are made from this fund.

RESERVES

The need for reserves in excess of the minimum reserve for economic uncertainty remains critical. The state-required reserve of 3% for economic uncertainty represents only a couple weeks of payroll for Oxnard School District. It is recommended that reserves be, at a minimum, equal to two months of average general fund operating expenditures, or about 17%. A prudent reserve affords the Board time to thoughtfully identify and implement budget adjustments over time. Inadequate reserves will force the District to react quickly, which could cause significant disruptions to student programs and employees.

PRELIMINARY BUDGETS FOR 2021-22 AND 2022-23

District staff is monitoring enrollment and projecting it to continue to decline by approximately 2.25% for the upcoming years. Inflation related expenditure increases have been calculated at approximately 2%. Step and column increases and PERS & STRS increases have been included. Special Ed needs continue to put a strain on the budget.

This budget has been prepared based on the best information at hand at the time of this report with the guidance from several sources and based on the Governor's May Revision. As new information is presented the budget will be updated to reflect any impact. The 2019-20 estimates will not be finalized until late August 2020 and the 2020-21 Revenues and Expenditures may change once a Budget Act is signed by the Governor on or before July 1, 2020. In these unprecedented fiscal times, the budget will likely change again after July 15, 2020 when the extended income tax filing window closes and California state revenues are known.

Respectfully submitted,

Betsy George
Assistant Superintendent, Business & Fiscal Services

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ANNUAL BUDGET REPORT:
July 1, 2020 Budget Adoption

Insert "X" in applicable boxes:

This budget was developed using the state-adopted Criteria and Standards. ~~It includes the expenditures necessary to implement the Local Control and Accountability Plan (LCAP) or annual update to the LCAP that will be effective for the budget year.~~ The budget was filed and adopted subsequent to a public hearing by the governing board of the school district pursuant to Education Code sections 33129, 42127, 52060, 52061, and 52062.

If the budget includes a combined assigned and unassigned ending fund balance above the minimum recommended reserve for economic uncertainties, at its public hearing, the school district complied with the requirements of subparagraphs (B) and (C) of paragraph (2) of subdivision (a) of Education Code Section 42127.

Budget available for inspection at:

Public Hearing:

Place: Oxnard School District
Date: June 03, 2020

Place: Oxnard School District
Date: June 03, 2020
Time: 07:00 PM

Adoption Date: _____

Signed: _____
Clerk/Secretary of the Governing Board
(Original signature required)

Contact person for additional information on the budget reports:

Name: Mary Crandall Plasencia

Telephone: 805-385-1501 x2455

Title: Director of Finance

E-mail: mcrandallplasencia@oxnardsd.org

Criteria and Standards Review Summary

The following summary is automatically completed based on data provided in the Criteria and Standards Review (Form 01CS). Criteria and standards that are "Not Met," and supplemental information and additional fiscal indicators that are "Yes," may indicate areas of potential concern for fiscal solvency purposes and should be carefully reviewed.

CRITERIA AND STANDARDS			Met	Not Met
1	Average Daily Attendance	Budgeted (funded) ADA has not been overestimated by more than the standard for the prior fiscal year, or two or more of the previous three fiscal years.	X	

CRITERIA AND STANDARDS (continued)			Met	Not Met
2	Enrollment	Enrollment has not been overestimated by more than the standard for the prior fiscal year, or two or more of the previous three fiscal years.		X
3	ADA to Enrollment	Projected second period (P-2) ADA to enrollment ratio is consistent with historical ratios for the budget and two subsequent fiscal years.	X	
4	Local Control Funding Formula (LCFF) Revenue	Projected change in LCFF revenue is within the standard for the budget and two subsequent fiscal years.		X
5	Salaries and Benefits	Projected ratios of total unrestricted salaries and benefits to total unrestricted general fund expenditures are consistent with historical ratios for the budget and two subsequent fiscal years.		X
6a	Other Revenues	Projected operating revenues (e.g., federal, other state, and other local) are within the standard for the budget and two subsequent fiscal years.		X
6b	Other Expenditures	Projected operating expenditures (e.g., books and supplies, and services and other operating) are within the standard for the budget and two subsequent fiscal years.		X
7	Ongoing and Major Maintenance Account	If applicable, required contribution to the ongoing and major maintenance account (i.e., restricted maintenance account) is included in the budget.	X	
8	Deficit Spending	Unrestricted deficit spending, if any, has not exceeded the standard for two or more of the last three fiscal years.		X
9	Fund Balance	Unrestricted general fund beginning balance has not been overestimated by more than the standard for two or more of the last three fiscal years.	X	
10	Reserves	Projected available reserves (e.g., reserve for economic uncertainties, unassigned/unappropriated amounts) meet minimum requirements for the budget and two subsequent fiscal years.	X	

SUPPLEMENTAL INFORMATION			No	Yes
S1	Contingent Liabilities	Are there known or contingent liabilities (e.g., financial or program audits, litigation, state compliance reviews) that may impact the budget?	X	
S2	Using One-time Revenues to Fund Ongoing Expenditures	Are there ongoing general fund expenditures in excess of one percent of the total general fund expenditures that are funded with one-time resources?	X	
S3	Using Ongoing Revenues to Fund One-time Expenditures	Are there large non-recurring general fund expenditures that are funded with ongoing general fund revenues?	X	
S4	Contingent Revenues	Are any projected revenues for the budget or two subsequent fiscal years contingent on reauthorization by the local government, special legislation, or other definitive act (e.g., parcel taxes, forest reserves)?	X	
S5	Contributions	Have contributions from unrestricted to restricted resources, or transfers to or from the general fund to cover operating deficits, changed by more than the standard for the budget or two subsequent fiscal years?		X

SUPPLEMENTAL INFORMATION (continued)			No	Yes
S6	Long-term Commitments	Does the district have long-term (multiyear) commitments or debt agreements? • If yes, have annual payments for the budget or two subsequent fiscal years increased over prior year's (2019-20) annual payment?		X
			X	
S7a	Postemployment Benefits Other than Pensions	Does the district provide postemployment benefits other than pensions (OPEB)? • If yes, are they lifetime benefits? • If yes, do benefits continue beyond age 65? • If yes, are benefits funded by pay-as-you-go?		X
			X	
			X	X
S7b	Other Self-insurance Benefits	Does the district provide other self-insurance benefits (e.g., workers' compensation)?	X	
S8	Status of Labor Agreements	Are salary and benefit negotiations still open for: • Certificated? (Section S8A, Line 1) • Classified? (Section S8B, Line 1) • Management/supervisor/confidential? (Section S8C, Line 1)		X
				X
				X
S9	Local Control and Accountability Plan (LCAP)	• Did or will the school district's governing board adopt an LCAP or an update to the LCAP effective for the budget year? • Adoption date of the LCAP or an update to the LCAP:		X
				Dec 16, 2020
S10	LCAP Expenditures	Does the school district's budget include the expenditures necessary to implement the LCAP or annual update to the LCAP as described in the Local Control and Accountability Plan and Annual Update Template?	X	

ADDITIONAL FISCAL INDICATORS			No	Yes
A1	Negative Cash Flow	Do cash flow projections show that the district will end the budget year with a negative cash balance in the general fund?		X
A2	Independent Position Control	Is personnel position control independent from the payroll system?	X	
A3	Declining Enrollment	Is enrollment decreasing in both the prior fiscal year and budget year?		X
A4	New Charter Schools Impacting District Enrollment	Are any new charter schools operating in district boundaries that are impacting the district's enrollment, either in the prior fiscal year or budget year?	X	
A5	Salary Increases Exceed COLA	Has the district entered into a bargaining agreement where any of the budget or subsequent fiscal years of the agreement would result in salary increases that are expected to exceed the projected state funded cost-of-living adjustment?	X	

ADDITIONAL FISCAL INDICATORS (continued)			No	Yes
A6	Uncapped Health Benefits	Does the district provide uncapped (100% employer paid) health benefits for current or retired employees?		X
A7	Independent Financial System	Is the district's financial system independent from the county office system?	X	
A8	Fiscal Distress Reports	Does the district have any reports that indicate fiscal distress? If yes, provide copies to the COE, pursuant to EC 42127.6(a).	X	
A9	Change of CBO or Superintendent	Have there been personnel changes in the superintendent or chief business official (CBO) positions within the last 12 months?		X

ANNUAL CERTIFICATION REGARDING SELF-INSURED WORKERS' COMPENSATION CLAIMS

Pursuant to EC Section 42141, if a school district, either individually or as a member of a joint powers agency, is self-insured for workers' compensation claims, the superintendent of the school district annually shall provide information to the governing board of the school district regarding the estimated accrued but unfunded cost of those claims. The governing board annually shall certify to the county superintendent of schools the amount of money, if any, that it has decided to reserve in its budget for the cost of those claims.

To the County Superintendent of Schools:

() Our district is self-insured for workers' compensation claims as defined in Education Code Section 42141(a):

Total liabilities actuarially determined:	\$ _____
Less: Amount of total liabilities reserved in budget:	\$ _____
Estimated accrued but unfunded liabilities:	\$ _____ 0.00

() This school district is self-insured for workers' compensation claims through a JPA, and offers the following information:

() This school district is not self-insured for workers' compensation claims.

Signed _____
Clerk/Secretary of the Governing Board
(Original signature required)

Date of Meeting: _____

For additional information on this certification, please contact:

Name: Ms. Norma Magana

Title: Risk Manager

Telephone: 805-385-1501 x2443

E-mail: nmagana@oxnardsd.org

G = General Ledger Data; S = Supplemental Data

Form	Description	Data Supplied For:	
		2019-20 Estimated Actuals	2020-21 Budget
01	General Fund/County School Service Fund	GS	GS
08	Student Activity Special Revenue Fund		
09	Charter Schools Special Revenue Fund		
10	Special Education Pass-Through Fund		
11	Adult Education Fund		
12	Child Development Fund	G	G
13	Cafeteria Special Revenue Fund	G	G
14	Deferred Maintenance Fund	G	G
15	Pupil Transportation Equipment Fund		
17	Special Reserve Fund for Other Than Capital Outlay Projects	G	
18	School Bus Emissions Reduction Fund		
19	Foundation Special Revenue Fund		
20	Special Reserve Fund for Postemployment Benefits		
21	Building Fund	G	G
25	Capital Facilities Fund	G	G
30	State School Building Lease-Purchase Fund		
35	County School Facilities Fund	G	G
40	Special Reserve Fund for Capital Outlay Projects		
49	Capital Project Fund for Blended Component Units		
51	Bond Interest and Redemption Fund	G	G
52	Debt Service Fund for Blended Component Units		
53	Tax Override Fund		
56	Debt Service Fund		
57	Foundation Permanent Fund		
61	Cafeteria Enterprise Fund		
62	Charter Schools Enterprise Fund		
63	Other Enterprise Fund		
66	Warehouse Revolving Fund		
67	Self-Insurance Fund		
71	Retiree Benefit Fund	G	G
73	Foundation Private-Purpose Trust Fund		
76	Warrant/Pass-Through Fund		
95	Student Body Fund		
A	Average Daily Attendance	S	S
ASSET	Schedule of Capital Assets		
CASH	Cashflow Worksheet		
CB	Budget Certification		S
CC	Workers' Compensation Certification		S
CEA	Current Expense Formula/Minimum Classroom Comp. - Actuals	G	
CEB	Current Expense Formula/Minimum Classroom Comp. - Budget		G
CHG	Change Order Form		
DEBT	Schedule of Long-Term Liabilities		
ESMOE	Every Student Succeeds Act Maintenance of Effort	G	
ICR	Indirect Cost Rate Worksheet	G	
L	Lottery Report	G	
MYP	Multiyear Projections - General Fund		GS

G = General Ledger Data; S = Supplemental Data

Form	Description	Data Supplied For:	
		2019-20 Estimated Actuals	2020-21 Budget
SEA	Special Education Revenue Allocations		
SEAS	Special Education Revenue Allocations Setup (SELPA Selection)		
SIAA	Summary of Interfund Activities - Actuals	G	
SIAB	Summary of Interfund Activities - Budget		G
01CS	Criteria and Standards Review	GS	GS

Assumptions for the 2020-21 Budget Development

During the months of May and June each year, the District finalizes its budget for the coming year. In order to project the budget, a series of assumptions about the conditions of the District must be determined. These assumptions are then inserted into state and District formulas in order to determine the final budget for the next year.

The accuracy of the District's budget projection for the next year is only as good as the assumptions that are used in developing the budget. If the assumptions are wrong, so too will be the budget. As a consequence, the assumptions—at least the primary ones—have to be carefully considered in evaluating the accuracy of next year's income and expense. Often, the assumptions for budget development are revised several times during a fiscal year.

Since it is impossible to accurately predict all of the assumptions that are needed in budget development, Oxnard School District updates its budget—and the assumptions—three times after the original budget is adopted. The assumptions are updated with a revision that occurs within 45 days after the adoption of the State Budget and with two interim reports that are delivered to the Board of Trustees in January and March of each fiscal year.

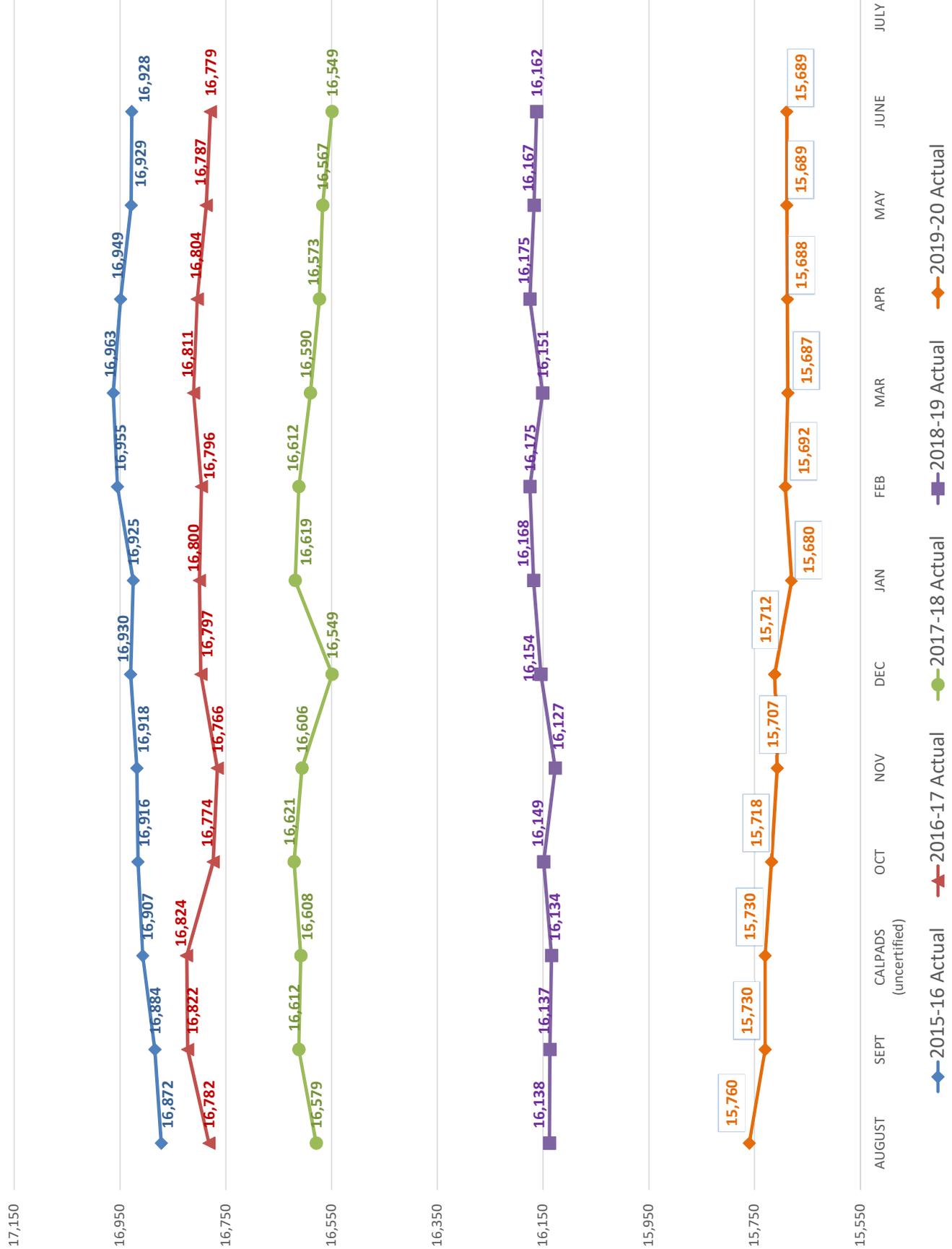
The District's budget projection is only as good as the assumptions that are used in developing the District's revenues and expenses

Financial Assumptions for 2020-21 Budget Development

	% Change	Total
Funded ADA percentage change over prior year	-2.72%	15,194.07
Projected COLA applied to LCFF funding	-7.92% (2.31% less 10%)	
Unduplicated Pupil Percentage change over prior year	0.39%	86.93%
Total Projected LCFF funding		\$154,410,469
LCFF funding change over prior year	-10.34%	(\$17,808,637)
District's estimated Unrestricted Beginning Balance		\$10,800,744
Staffing reductions from prior year, in FTE and dollars reduced	103	(\$10,012,908)
Certificated and Classified increases due to step and column movement	1.50%	\$1,094,665
STRS percentage change over prior year	-0.95%	(\$762,841)
PERS percentage change over prior year	0.98%	\$269,818

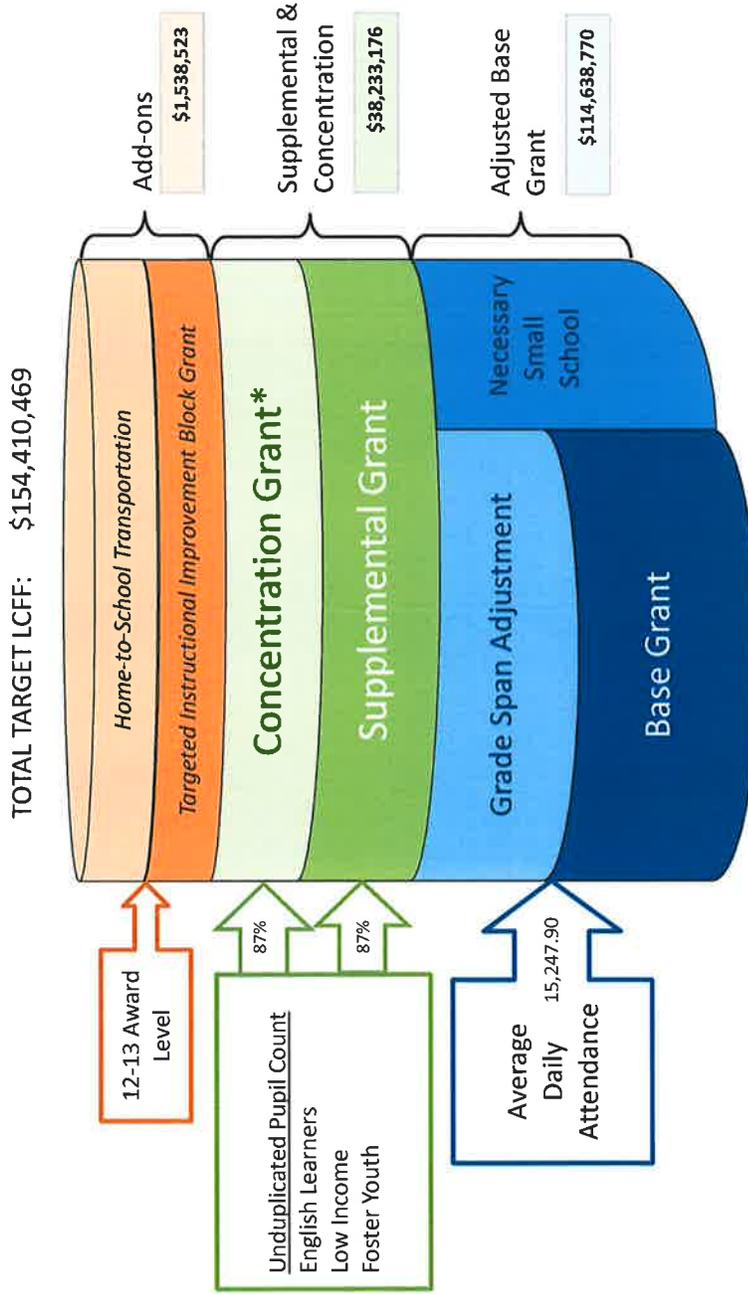
Reflects information as of June 2020

Oxnard School District Enrollment History 2015-16 through 2019-20 Actuals



Components of LCFF Target Entitlement

	2020-21
Base Grant / Necessary Small School	\$ 109,825,689
Grade Span Adjustment	\$ 4,813,081
Supplemental Grant	\$ 19,931,096
Concentration Grant	\$ 18,302,080
Add-ons (TIIBG & Transportation)	\$ 1,538,523
Total	\$ 154,410,469



* Unduplicated Pupil Percentage must be above 55% to receive Concentration Grant funding

LCFF Calculator Universal Assumptions		2019-20	2020-21	2021-22	2022-23
Oxnard (72538) - FY2020-21 Adopted					5/26/2020
Summary of Funding					
Target Components:					
COLA & Augmentation		3.26%	0.00%	2.48%	3.26%
Base Grant Proration Factor		-	-7.92%	-12.18%	-14.95%
Add-on, ERT & MSA Proration Factor		-	-10.00%	-10.00%	-10.00%
Base Grant	122,596,344		109,825,689	107,655,131	105,416,362
Grade Span Adjustment	5,497,559		4,813,081	4,741,880	4,642,952
Supplemental Grant	22,183,301		19,931,096	20,010,062	19,552,055
Concentration Grant	20,232,432		18,302,080	19,114,205	18,612,095
Add-ons	1,709,470		1,538,523	1,538,523	1,538,523
Total Target	172,219,106		154,410,469	153,059,801	149,761,987
Transition Components:					
Target	\$ 172,219,106	\$ 154,410,469	\$ 153,059,801	\$ 149,761,987	
Funded Based on Target Formula (PYP-2)	TRUE	TRUE	TRUE	TRUE	TRUE
Floor	166,536,226	162,451,155	159,588,271	156,627,477	
Remaining Need after Gap (Informational only)	-	-	-	-	-
Gap %	100%	100%	100%	100%	100%
Current Year Gap Funding	-	-	-	-	-
Miscellaneous Adjustments	-	-	-	-	-
Economic Recovery Target	-	-	-	-	-
Additional State Aid	-	-	-	-	-
Total LCFF Entitlement	\$ 172,219,106	\$ 154,410,469	\$ 153,059,801	\$ 149,761,987	
Components of LCFF By Object Code					
	2019-20	2020-21	2021-22	2022-23	
8011 - State Aid	\$ 128,603,203	\$ 111,315,099	\$ 110,329,229	\$ 107,408,688	
8011 - Fair Share	-	-	-	-	
8311 & 8590 - Categoricals	-	-	-	-	
EPA (for LCFF Calculation purposes)	19,026,084	18,505,551	18,140,753	17,763,480	
Local Revenue Sources:					
8021 to 8089 - Property Taxes	24,589,819	24,589,819	24,589,819	24,589,819	
8096 - In-Lieu of Property Taxes	-	-	-	-	
Property Taxes net of in-lieu	24,589,819	24,589,819	24,589,819	24,589,819	
TOTAL FUNDING	\$ 172,219,106	\$ 154,410,469	\$ 153,059,801	\$ 149,761,987	
Basic Aid Status					
Less: Excess Taxes	\$ -	\$ -	\$ -	\$ -	
Less: EPA in Excess to LCFF Funding	\$ -	\$ -	\$ -	\$ -	
Total Phase-In Entitlement	\$ 172,219,106	\$ 154,410,469	\$ 153,059,801	\$ 149,761,987	
EPA Details					
% of Adjusted Revenue Limit - Annual	23.88234575%	23.88234575%	23.88234575%	23.88234575%	
% of Adjusted Revenue Limit - P-2	23.88234575%	23.88234575%	23.88234575%	23.88234575%	
EPA (for LCFF Calculation purposes)	\$ 19,026,084	\$ 18,505,551	\$ 18,140,753	\$ 17,763,480	
8012 - EPA, Current Year Receipt					
(P-2 plus Current Year Accrual)	19,026,084	18,505,551	18,140,753	17,763,480	
8019 - EPA, Prior Year Adjustment					
(P-A less Prior Year Accrual)	193,448	(0)	0	0	
Accrual (from Assumptions)	-	-	-	-	

LCFF Calculator Universal Assumptions Oxnard (72538) - FY2020-21 Adopted		5/26/2020			
Summary of Student Population					
	2019-20	2020-21	2021-22	2022-23	
Unduplicated Pupil Population					
Enrollment	15,730	15,434	15,102	14,740	
COE Enrollment	53	60	60	60	
<i>Total Enrollment</i>	15,783	15,494	15,162	14,800	
Unduplicated Pupil Count	14,081	13,736	13,440	13,118	
COE Unduplicated Pupil Count	25	27	27	27	
<i>Total Unduplicated Pupil Count</i>	14,106	13,763	13,467	13,145	
Rolling %, Supplemental Grant	86.5900%	86.9300%	89.0100%	88.8200%	
Rolling %, Concentration Grant	86.5900%	86.9300%	89.0100%	88.8200%	
FUNDED ADA					
Adjusted Base Grant ADA					
Grades TK-3	Prior Year 6,863.37	Prior Year 6,521.79	Prior Year 6,434.03	Prior Year 6,299.80	Prior Year 6,299.80
Grades 4-6	5,230.36	5,186.73	5,049.37	4,944.34	4,944.34
Grades 7-8	3,583.07	3,539.38	3,463.92	3,392.32	3,392.32
Grades 9-12	-	-	-	-	-
Total Adjusted Base Grant ADA	15,676.80	15,247.90	14,947.32	14,636.46	14,636.46
Necessary Small School ADA					
Grades TK-3	Current year -				
Grades 4-6	-	-	-	-	-
Grades 7-8	-	-	-	-	-
Grades 9-12	-	-	-	-	-
Total Necessary Small School ADA	-	-	-	-	-
Total Funded ADA	15,676.80	15,247.90	14,947.32	14,636.46	14,636.46
ACTUAL ADA (Current Year Only)					
Grades TK-3	6,521.79	6,434.03	6,299.80	6,153.45	6,153.45
Grades 4-6	5,186.73	5,049.37	4,944.34	4,829.80	4,829.80
Grades 7-8	3,539.38	3,463.92	3,392.32	3,314.25	3,314.25
Grades 9-12	-	-	-	-	-
Total Actual ADA	15,247.90	14,947.32	14,636.46	14,297.50	14,297.50
<i>Funded Difference (Funded ADA less Actual ADA)</i>	<i>428.90</i>	<i>300.58</i>	<i>310.86</i>	<i>338.96</i>	<i>338.96</i>
LCAP Percentage to Increase or Improve Services					
	2019-20	2020-21	2021-22	2022-23	
Current year estimated supplemental and concen	\$ 42,415,733	\$ 38,233,176	\$ 39,124,267	\$ 38,164,150	
Current year Percentage to Increase or Improve S	33.11%	33.35%	34.81%	34.68%	

LCFF Calculator Universal Assumptions
Oxnard (72538) - FY2020-21 Adopted Budget

LEA: **Oxnard**
 District

72538
 Yes
 2013-14

5 digit District code or 7 digit School code (from the CDS code)
 Did the CDS code exist in 2012-13? (for calculation of EPA only)
 First LCFF certification year (clears prior years on the Calculator)

Projection Title: **FY2020-21 Adopted Budget**

Projection Date: **05/26/20**

	2018-19	2019-20	2020-21	2021-22	2022-23
Statutory COLA & Augmentation <i>(prefilled as calculated by the Department of Finance, DOF)</i>	3.70%	3.26%	0.00%	2.48%	3.26%
Statutory COLA	2.71%	3.26%	2.31%	2.48%	3.26%
Augmentation/(COLA Suspension)	0.99%	0.00%	-2.31%	0.00%	0.00%
Base Grant Proration Factor		0.00%	-7.92%	-12.1780%	-14.9505%
Add-on, ERT & MSA Proration Factor		0.00%	-10.00%	-10.00%	-10.00%
LCFF Gap Closed Percentage <i>(prefilled as calculated by the Department of Finance, DOF)</i>	100.00%	100.00%	100.00%	100.00%	100.00%
Statewide 90th percentile rate <i>(used in Economic Recovery Target, ERT, calculation only)</i>	---	---	---	---	---
EPA Entitlement as % of statewide adjusted Revenue Limit (Annual)	30.74345708%	23.88%	23.88%	23.88%	23.88%
EPA Entitlement as % of statewide adjusted Revenue Limit (P-2)	30.50770954%	23.88%	23.88%	23.88%	23.88%
<i>Historical Difference in EPA Rates between Annual & P-2</i>		0.2357%			
Local EPA Accrual		\$ -	\$ -	\$ -	\$ -

PER ADA FUNDING LEVELS (calculated at TARGET)

Base, Supplemental and Concentration Rate per ADA

	2018-19	2019-20	2020-21	2021-22	2022-23
Grades TK-3	\$ 10,916	\$ 11,319	\$ 10,441	\$ 10,555	\$ 10,545
Grades 4-6	\$ 10,036	\$ 10,407	\$ 9,600	\$ 9,705	\$ 9,695
Grades 7-8	\$ 10,334	\$ 10,716	\$ 9,884	\$ 9,992	\$ 9,982
Grades 9-12	\$ 12,287	\$ 12,742	\$ 11,752	\$ 11,881	\$ 11,869

Base Grants

	2018-19	2019-20	2020-21	2021-22	2022-23
Grades TK-3	\$ 7,459	\$ 7,702	\$ 7,880	\$ 8,075	\$ 8,338
Grades 4-6	\$ 7,571	\$ 7,818	\$ 7,999	\$ 8,197	\$ 8,464
Grades 7-8	\$ 7,796	\$ 8,050	\$ 8,236	\$ 8,440	\$ 8,715
Grades 9-12	\$ 9,034	\$ 9,329	\$ 9,544	\$ 9,781	\$ 10,100

Grade Span Adjustment

	2018-19	2019-20	2020-21	2021-22	2022-23
Grades TK-3	\$ 776	\$ 801	\$ 820	\$ 840	\$ 867
Grades 9-12	\$ 235	\$ 243	\$ 248	\$ 254	\$ 263

LCFF Calculator Universal Assumptions
Oxnard (72538) - FY2020-21 Adopted Budget

LEA: **Oxnard**
 District

72538

Yes

2013-14

5 digit District code or 7 digit School code (from the CDS code)
Did the CDS code exist in 2012-13? (for calculation of EPA only)
First LCFF certification year (clears prior years on the Calculator)

Projection Title: **FY2020-21 Adopted Budget**

Projection Date: **05/26/20**

	<u>2018-19</u>	<u>2019-20</u>	<u>2020-21</u>	<u>2021-22</u>	<u>2022-23</u>
Prorated Base, Supplemental and Concentration Rate per ADA					
Grades TK-3			\$ 7,830	\$ 7,830	\$ 7,830
Grades 4-6			\$ 7,199	\$ 7,199	\$ 7,199
Grades 7-8			\$ 7,412	\$ 7,412	\$ 7,412
Grades 9-12			\$ 8,813	\$ 8,813	\$ 8,813
Prorated Base Grants					
Grades TK-3	\$ 7,459	\$ 7,702	\$ 7,092	\$ 7,092	\$ 7,092
Grades 4-6	\$ 7,571	\$ 7,818	\$ 7,199	\$ 7,199	\$ 7,199
Grades 7-8	\$ 7,796	\$ 8,050	\$ 7,412	\$ 7,412	\$ 7,412
Grades 9-12	\$ 9,034	\$ 9,329	\$ 8,590	\$ 8,590	\$ 8,590
Prorated Grade Span Adjustment					
Grades TK-3	\$ 776	\$ 801	\$ 738	\$ 738	\$ 738
Grades 9-12	\$ 235	\$ 243	\$ 223	\$ 223	\$ 223
Necessary Small School Selection (if applicable)					
NSS #1	LCFF	LCFF	LCFF	LCFF	LCFF
NSS #2	LCFF	LCFF	LCFF	LCFF	LCFF
NSS #3	LCFF	LCFF	LCFF	LCFF	LCFF
NSS #4	LCFF	LCFF	LCFF	LCFF	LCFF
NSS #5	LCFF	LCFF	LCFF	LCFF	LCFF

LCFF Calculator Universal Assumptions
Oxnard (72538) - FY2020-21 Adopted Budget

LEA: Oxnard
 District

72538

5 digit District code or 7 digit School code (from the CDS code)

Yes

Did the CDS code exist in 2012-13? (for calculation of EPA only)

2013-14

First LCFF certification year (clears prior years on the Calculator)

Projection Title: FY2020-21 Adopted Budget

Projection Date: 05/26/20

	<u>2018-19</u>	<u>2019-20</u>	<u>2020-21</u>	<u>2021-22</u>	<u>2022-23</u>
Supplemental Grant	20.00%	20.00%	20.00%	20.00%	20.00%
Maximum - 1.00 ADA, 100% UPP					
Grades TK-3	\$ 1,647	\$ 1,701	\$ 1,566	\$ 1,566	\$ 1,566
Grades 4-6	\$ 1,514	\$ 1,564	\$ 1,440	\$ 1,440	\$ 1,440
Grades 7-8	\$ 1,559	\$ 1,610	\$ 1,482	\$ 1,482	\$ 1,482
Grades 9-12	\$ 1,854	\$ 1,914	\$ 1,763	\$ 1,763	\$ 1,763
Actual - 1.00 ADA, Local UPP as follows:	85.80%	86.59%	86.93%	89.01%	88.82%
Grades TK-3	\$ 1,413	\$ 1,473	\$ 1,361	\$ 1,394	\$ 1,391
Grades 4-6	\$ 1,299	\$ 1,354	\$ 1,252	\$ 1,282	\$ 1,279
Grades 7-8	\$ 1,338	\$ 1,394	\$ 1,289	\$ 1,319	\$ 1,317
Grades 9-12	\$ 1,591	\$ 1,658	\$ 1,532	\$ 1,569	\$ 1,566
Concentration Grant (>55% population)	50.00%	50.00%	50.00%	50.00%	50.00%
Maximum - 1.00 ADA, 100% UPP					
Grades TK-3	\$ 4,118	\$ 4,252	\$ 3,915	\$ 3,915	\$ 3,915
Grades 4-6	\$ 3,786	\$ 3,909	\$ 3,600	\$ 3,600	\$ 3,600
Grades 7-8	\$ 3,898	\$ 4,025	\$ 3,706	\$ 3,706	\$ 3,706
Grades 9-12	\$ 4,635	\$ 4,786	\$ 4,407	\$ 4,407	\$ 4,407
Actual - 1.00 ADA, Local UPP >55% as follows:	30.8000%	31.5900%	31.9300%	34.0100%	33.8200%
Grades TK-3	\$ 1,268	\$ 1,343	\$ 1,250	\$ 1,331	\$ 1,324
Grades 4-6	\$ 1,166	\$ 1,235	\$ 1,149	\$ 1,224	\$ 1,217
Grades 7-8	\$ 1,201	\$ 1,271	\$ 1,183	\$ 1,260	\$ 1,253
Grades 9-12	\$ 1,427	\$ 1,512	\$ 1,407	\$ 1,499	\$ 1,490

SCHOOL DISTRICT DATA ELEMENTS REQUIRED TO CALCULATE THE LCFF

Oxnard (72538) - FY2020-21 Adopted Budget

5/26/20

	2019-20	2020-21	2021-22	2022-23	2023-24	2024-25
Estimated Property Taxes (with RDA)	24,589,819	24,589,819	24,589,819	24,589,819	24,589,819	24,589,819
Less In-lieu transfer	-	-	-	-	-	-
Total Local Revenue	\$ 24,589,819					
Statewide 90th percentile rate						

OTHER LCFF TRANSITION INFORMATION

Enter class size penalties, longer day/longer year penalties and other special adjustments per the School District LCFF Transition Calculation exhibit.

	2019-20	2020-21	2021-22	2022-23	2023-24	2024-25
Floor Adjustments						
Miscellaneous Adjustments						
Minimum State Aid Adjustments						
Funded Based on Target Formula	TRUE	TRUE	TRUE	TRUE	TRUE	TRUE

UNDUPLICATED PUPIL PERCENTAGE

	2019-20	2020-21	2021-22	2022-23	2023-24	2024-25
District Enrollment	15,730	15,434	15,102	14,740		
COE Enrollment	53	60	60	60		
Total Enrollment	15,783	15,494	15,162	14,800		
District Unduplicated Pupil Count	14,081	13,736	13,440	13,118		
COE Unduplicated Pupil Count	25	27	27	27		
Total Unduplicated Pupil Count	14,106	13,763	13,467	13,145		

	3-yr rolling percentage				
Single Year Unduplicated Pupil Percentage	89.37%	88.83%	88.82%	88.82%	0.00%
Unduplicated Pupil Percentage (%)	86.59%	86.93%	89.01%	88.82%	0.00%

SCHOOL DISTRICT DATA ELEMENTS REQUIRED TO CALCULATE THE LCFF

Oxnard (72538) - FY2020-21 Adopted Budget

5/26/20

2019-20 2020-21 2021-22 2022-23 2023-24 2024-25

AVERAGE DAILY ATTENDANCE (ADA)

Enter ADA. Calculator will use greater of total current or prior year ADA.

Enter ADA by grade span.

ADA	2019-20	2020-21	2021-22	2022-23	2023-24	2024-25
CURRENT YEAR ADA:						
Grades TK-3	6,512.97	6,425.21	6,290.98	6,144.63		
Grades 4-6	5,166.20	5,028.84	4,923.81	4,809.27		
Grades 7-8	3,504.67	3,429.21	3,357.61	3,279.54		
Grades 9-12	-	-	-	-		

ADA to use: P-2 (Annual for Special Day Class extended year)

ADA to use:	2019-20	2020-21	2021-22	2022-23	2023-24	2024-25
Non Public School, NPS-Licensed Children Institutions, Community Day School:						
Grades TK-3						
Grades 4-6						
Grades 7-8	10.23	10.23	10.23	10.23		
Grades 9-12						

District Basic Aid ADA otherwise excluded from LCFF Calculator (for EPA funding)

DISTRICT TOTAL	2019-20	2020-21	2021-22	2022-23	2023-24	2024-25
	15,194.07	14,893.49	14,582.63	14,243.67		

County operated (Community School, Special Ed):

County operated (Community School, Special Ed):	2019-20	2020-21	2021-22	2022-23	2023-24	2024-25
Grades TK-3	8.82	8.82	8.82	8.82		
Grades 4-6	20.53	20.53	20.53	20.53		
Grades 7-8	24.48	24.48	24.48	24.48		
Grades 9-12	-	-	-	-		
COUNTY TOTAL	53.83	53.83	53.83	53.83		

RATIO: District ADA to Enrollment

RATIO: County ADA to Enrollment

RATIO: District ADA to Enrollment	2019-20	2020-21	2021-22	2022-23	2023-24	2024-25
	96.59%	96.50%	96.56%	96.63%	0.00%	0.00%

RATIO: County ADA to Enrollment	2019-20	2020-21	2021-22	2022-23	2023-24	2024-25
	101.57%	89.72%	89.72%	89.72%	0.00%	0.00%

PRIOR YEAR GUARANTEE ADJUSTMENT FOR CHARTER SHIFT
ADA transfer: Student from District to Charter (cross fiscal year)

ADA transfer: Student from District to Charter (cross fiscal year)	2019-20	2020-21	2021-22	2022-23	2023-24	2024-25
Grades TK-3	-	-	-	-	-	-
Grades 4-6	-	-	-	-	-	-
Grades 7-8	-	-	-	-	-	-
Grades 9-12	-	-	-	-	-	-

ADA transfer: Student from Charter to District (cross fiscal year)

ADA transfer: Student from Charter to District (cross fiscal year)	2019-20	2020-21	2021-22	2022-23	2023-24	2024-25
Grades TK-3	-	-	-	-	-	-
Grades 4-6	-	-	-	-	-	-
Grades 7-8	-	-	-	-	-	-
Grades 9-12	-	-	-	-	-	-

Difference (if diff. < 0, no adj. to PY ADA)

Difference (if diff. < 0, no adj. to PY ADA)	2019-20	2020-21	2021-22	2022-23	2023-24	2024-25
	-	-	-	-	-	-

SCHOOL DISTRICT DATA ELEMENTS REQUIRED TO CALCULATE THE LCFF

Oxnard (72538) - FY2020-21 Adopted Budget

5/26/20

	2019-20	2020-21	2021-22	2022-23	2023-24	2024-25
LCFF ADA						
ADA Guarantee - Prior Year						
Grades TK-3	6,854.55	6,512.97	6,425.21	6,290.98	6,144.63	6,144.63
Grades 4-6	5,209.83	5,166.20	5,028.84	4,923.81	4,809.27	4,809.27
Grades 7-8	3,548.36	3,504.67	3,429.21	3,357.61	3,279.54	3,279.54
Grades 9-12	-	-	-	-	-	-
LCFF Subtotal	15,612.74	15,183.84	14,883.26	14,572.40	14,233.44	14,233.44
NSS	-	-	-	-	-	-
Combined Subtotal	15,612.74	15,183.84	14,883.26	14,572.40	14,233.44	14,233.44
ADA Guarantee - Current Year						
Grades TK-3	6,512.97	6,425.21	6,290.98	6,144.63	-	-
Grades 4-6	5,166.20	5,028.84	4,923.81	4,809.27	-	-
Grades 7-8	3,504.67	3,429.21	3,357.61	3,279.54	-	-
Grades 9-12	-	-	-	-	-	-
LCFF Subtotal	15,183.84	14,883.26	14,572.40	14,233.44	-	-
NSS	-	-	-	-	-	-
Combined Subtotal	15,183.84	14,883.26	14,572.40	14,233.44	-	-
Change in LCFF ADA (excludes NSS ADA)	(428.90) Decline	(300.58) Decline	(310.86) Decline	(338.96) Decline	(14,233.44) Decline	No Change
Funded LCFF ADA						
Grades TK-3	6,854.55	6,512.97	6,425.21	6,290.98	6,144.63	-
Grades 4-6	5,209.83	5,166.20	5,028.84	4,923.81	4,809.27	-
Grades 7-8	3,548.36	3,504.67	3,429.21	3,357.61	3,279.54	-
Grades 9-12	-	-	-	-	-	-
Subtotal	15,612.74	15,183.84	14,883.26	14,572.40	14,233.44	-
	<i>Prior</i>	<i>Prior</i>	<i>Prior</i>	<i>Prior</i>	<i>Prior</i>	<i>Current</i>
Funded NSS ADA						
Grades TK-3	-	-	-	-	-	-
Grades 4-6	-	-	-	-	-	-
Grades 7-8	-	-	-	-	-	-
Grades 9-12	-	-	-	-	-	-
Subtotal	-	-	-	-	-	-
	<i>Prior</i>	<i>Prior</i>	<i>Prior</i>	<i>Prior</i>	<i>Prior</i>	<i>Prior</i>
NPS, CDS, & COE Operated						
Grades TK-3	8.82	8.82	8.82	8.82	-	-
Grades 4-6	20.53	20.53	20.53	20.53	-	-
Grades 7-8	34.71	34.71	34.71	34.71	-	-
Grades 9-12	-	-	-	-	-	-
Subtotal	64.06	64.06	64.06	64.06	-	-
	<i>Prior</i>	<i>Prior</i>	<i>Prior</i>	<i>Prior</i>	<i>Prior</i>	<i>Prior</i>
Combined Total						
Grades TK-3	6,863.37	6,521.79	6,434.03	6,299.80	6,144.63	-
Grades 4-6	5,230.36	5,186.73	5,049.37	4,944.34	4,809.27	-
Grades 7-8	3,583.07	3,539.38	3,463.92	3,392.32	3,279.54	-
Grades 9-12	-	-	-	-	-	-
Total	15,676.80	15,247.90	14,947.32	14,636.46	14,233.44	-
	<i>Prior</i>	<i>Prior</i>	<i>Prior</i>	<i>Prior</i>	<i>Prior</i>	<i>Current</i>

2019-20

2020-21

LOCAL CONTROL FUNDING FORMULA

CALCULATE LCFF TARGET

Unduplicated as % of Enrollment

	COLA & Augmentation	Base Grant Proration	Unduplicated Pupil Percentage	TARGET
	3.260%	0.00%	86.59%	2019-20
	ADA	Gr Span	Supp	Concen
Grades TK-3	6,863.37	7,702	1,473	1,343
Grades 4-6	5,230.36	7,818	1,354	1,235
Grades 7-8	3,583.07	8,050	1,394	1,271
Grades 9-12	-	9,329	1,658	1,512
Subtract NSS	-	-	-	-
NSS Allowance	-	-	-	-
TOTAL BASE	15,676.80	122,596,344	22,183,301	20,232,432

	COLA & Augmentation	Base Grant Proration	Unduplicated Pupil Percentage	TARGET
	0.000%	-7.92%	86.93%	2020-21
	ADA	Gr Span	Supp	Concen
Grades TK-3	6,521.79	7,092	1,361	1,250
Grades 4-6	5,186.73	7,199	1,252	1,149
Grades 7-8	3,539.38	7,412	1,289	1,183
Grades 9-12	-	8,590	1,532	1,407
Subtract NSS	-	-	-	-
NSS Allowance	-	-	-	-
TOTAL BASE	15,247.90	109,825,689	19,931,096	18,302,080

Targeted Instructional Improvement Block Grant
 Home-to-School Transportation
 Small School District Bus Replacement Program

	COLA & Augmentation	Base Grant Proration	Unduplicated Pupil Percentage	TARGET
	3.260%	0.00%	86.59%	2019-20
	ADA	Gr Span	Supp	Concen
Grades TK-3	6,863.37	7,702	1,473	1,343
Grades 4-6	5,230.36	7,818	1,354	1,235
Grades 7-8	3,583.07	8,050	1,394	1,271
Grades 9-12	-	9,329	1,658	1,512
Subtract NSS	-	-	-	-
NSS Allowance	-	-	-	-
TOTAL BASE	15,676.80	122,596,344	22,183,301	20,232,432

	COLA & Augmentation	Base Grant Proration	Unduplicated Pupil Percentage	TARGET
	0.000%	-7.92%	86.93%	2020-21
	ADA	Gr Span	Supp	Concen
Grades TK-3	6,521.79	7,092	1,361	1,250
Grades 4-6	5,186.73	7,199	1,252	1,149
Grades 7-8	3,539.38	7,412	1,289	1,183
Grades 9-12	-	8,590	1,532	1,407
Subtract NSS	-	-	-	-
NSS Allowance	-	-	-	-
TOTAL BASE	15,247.90	109,825,689	19,931,096	18,302,080

LOCAL CONTROL FUNDING FORMULA (LCFF) TARGET
 Funded Based on Target Formula (based on prior year P-2 certification)

	COLA & Augmentation	Base Grant Proration	Unduplicated Pupil Percentage	TARGET
	3.260%	0.00%	86.59%	2019-20
	ADA	Gr Span	Supp	Concen
Grades TK-3	6,863.37	7,702	1,473	1,343
Grades 4-6	5,230.36	7,818	1,354	1,235
Grades 7-8	3,583.07	8,050	1,394	1,271
Grades 9-12	-	9,329	1,658	1,512
Subtract NSS	-	-	-	-
NSS Allowance	-	-	-	-
TOTAL BASE	15,676.80	122,596,344	22,183,301	20,232,432

	COLA & Augmentation	Base Grant Proration	Unduplicated Pupil Percentage	TARGET
	0.000%	-7.92%	86.93%	2020-21
	ADA	Gr Span	Supp	Concen
Grades TK-3	6,521.79	7,092	1,361	1,250
Grades 4-6	5,186.73	7,199	1,252	1,149
Grades 7-8	3,539.38	7,412	1,289	1,183
Grades 9-12	-	8,590	1,532	1,407
Subtract NSS	-	-	-	-
NSS Allowance	-	-	-	-
TOTAL BASE	15,247.90	109,825,689	19,931,096	18,302,080

ECONOMIC RECOVERY TARGET PAYMENT

	COLA & Augmentation	Base Grant Proration	Unduplicated Pupil Percentage	TARGET
	3.260%	0.00%	86.59%	2019-20
	ADA	Gr Span	Supp	Concen
Grades TK-3	6,863.37	7,702	1,473	1,343
Grades 4-6	5,230.36	7,818	1,354	1,235
Grades 7-8	3,583.07	8,050	1,394	1,271
Grades 9-12	-	9,329	1,658	1,512
Subtract NSS	-	-	-	-
NSS Allowance	-	-	-	-
TOTAL BASE	15,676.80	122,596,344	22,183,301	20,232,432

	COLA & Augmentation	Base Grant Proration	Unduplicated Pupil Percentage	TARGET
	0.000%	-7.92%	86.93%	2020-21
	ADA	Gr Span	Supp	Concen
Grades TK-3	6,521.79	7,092	1,361	1,250
Grades 4-6	5,186.73	7,199	1,252	1,149
Grades 7-8	3,539.38	7,412	1,289	1,183
Grades 9-12	-	8,590	1,532	1,407
Subtract NSS	-	-	-	-
NSS Allowance	-	-	-	-
TOTAL BASE	15,247.90	109,825,689	19,931,096	18,302,080

CALCULATE LCFF FLOOR

	12-13 Rate	19-20 ADA	20-21 ADA
Current year Funded ADA times Base per ADA	5,035.32	15,676.80	78,937,705
Current year Funded ADA times Other RL per ADA	46.45	15,676.80	728,187
Necessary Small School Allowance at 12-13 rates	-	-	-
2012-13 Category	-	-	17,222,074
Floor Adjustments	-	-	-
2012-13 Category Program Entitlement Rate per ADA * cy ADA	-	-	-
Less Fair Share Reduction	-	-	-
Non-CDE certified New Charter: District PY rate * CY ADA	-	-	-
Beginning in 2014-15, prior year LCFF gap funding per ADA * cy ADA	\$ 4,442.76	15,676.80	69,648,260
LOCAL CONTROL FUNDING FORMULA (LCFF) FLOOR			166,536,726

	12-13 Rate	20-21 ADA
Current year Funded ADA times Base per ADA	5,035.32	15,247.90
Current year Funded ADA times Other RL per ADA	46.45	15,247.90
Necessary Small School Allowance at 12-13 rates	-	-
2012-13 Category	-	17,222,074
Floor Adjustments	-	-
2012-13 Category Program Entitlement Rate per ADA * cy ADA	-	-
Less Fair Share Reduction	-	-
Non-CDE certified New Charter: District PY rate * CY ADA	-	-
Beginning in 2014-15, prior year LCFF gap funding per ADA * cy ADA	\$ 4,442.76	15,247.90
LOCAL CONTROL FUNDING FORMULA (LCFF) FLOOR		162,451,155

	2021-22	2022-23
LOCAL CONTROL FUNDING FORMULA		
CALCULATE LCFF PHASE-IN ENTITLEMENT		
LOCAL CONTROL FUNDING FORMULA TARGET	2021-22	2022-23
LOCAL CONTROL FUNDING FORMULA FLOOR	153,059,801	149,761,987
LCFF Need (LCFF Target less LCFF Floor, if positive)	159,588,271	156,627,477
Current Year Gap Funding	-	-
ECONOMIC RECOVERY PAYMENT	-	-
Miscellaneous Adjustments	-	-
LCFF Entitlement before Minimum State Aid provision	153,059,801	149,761,987
	100.00%	100.00%
CALCULATE STATE AID		
Transition Entitlement	153,059,801	149,761,987
Local Revenue (including RDA)	(24,589,819)	(24,589,819)
Gross State Aid	128,469,982	125,172,168
CALCULATE MINIMUM STATE AID		
2012-13 RI/Charter Gen BG adjusted for ADA	N/A	N/A
2012-13 NSS Allowance (deficit)	75,958,842	74,379,123
Minimum State Aid Adjustments	-	-
Less Current Year Property Taxes/In Lieu	(24,589,819)	(24,589,819)
Subtotal State Aid for Historical RI/Charter General BG	51,369,023	49,789,304
Categorical funding from 2012-13	17,222,074	17,222,074
Charter Categorical Block Grant adjusted for ADA	68,591,097	67,011,378
Minimum State Aid Guarantee Before Proration Factor	-10.00%	-10.00%
Proration Factor	61,731,987	60,310,240
Minimum State Aid Guarantee	-	-
CHARTER SCHOOL MINIMUM STATE AID OFFSET	-	-
Local Control Funding Formula Target Base (2019-20 forward)	-	-
Minimum State Aid plus Property Taxes including RDA	-	-
Offset	-	-
Minimum State Aid Prior to Offset	-	-
Total Minimum State Aid with Offset	-	-
TOTAL STATE AID	128,469,982	125,172,168
Additional State Aid (Additional SA)		
LCFF Phase-In Entitlement	153,059,801	149,761,987
(before COE transfer, Choice & Charter Supplemental)		
CHANGE OVER PRIOR YEAR	-0.87% (1,350,668)	-2.15% (3,297,814)
LCFF Entitlement PER ADA	10,240	10,232
PER ADA CHANGE OVER PRIOR YEAR	1.12%	-0.08%
BASIC AID STATUS (school districts only)	Non-Basic Aid	Non-Basic Aid
LCFF SOURCES INCLUDING EXCESS TAXES		
State Aid	2021-22	2022-23
Property Taxes net of in-lieu	128,469,982	125,172,168
Charter in-Lieu Taxes	24,589,819	24,589,819
LCFF pre COE, Choice, Supp	-	-
	Increase	Increase
	-1.04% (1,350,668)	-2.57% (3,297,814)
	0.00%	0.00%
	0.00%	0.00%
	-0.87% (1,350,668)	-2.15% (3,297,814)

Description	2019-20 Estimated Actuals			2020-21 Budget		
	P-2 ADA	Annual ADA	Funded ADA	Estimated P-2 ADA	Estimated Annual ADA	Estimated Funded ADA
A. DISTRICT						
1. Total District Regular ADA Includes Opportunity Classes, Home & Hospital, Special Day Class, Continuation Education, Special Education NPS/LCI and Extended Year, and Community Day School (includes Necessary Small School ADA)	15,194.07	15,194.07	15,618.28	14,893.49	14,893.49	15,194.07
2. Total Basic Aid Choice/Court Ordered Voluntary Pupil Transfer Regular ADA Includes Opportunity Classes, Home & Hospital, Special Day Class, Continuation Education, Special Education NPS/LCI and Extended Year, and Community Day School (ADA not included in Line A1 above)						
3. Total Basic Aid Open Enrollment Regular ADA Includes Opportunity Classes, Home & Hospital, Special Day Class, Continuation Education, Special Education NPS/LCI and Extended Year, and Community Day School (ADA not included in Line A1 above)						
4. Total, District Regular ADA (Sum of Lines A1 through A3)	15,194.07	15,194.07	15,618.28	14,893.49	14,893.49	15,194.07
5. District Funded County Program ADA						
a. County Community Schools						
b. Special Education-Special Day Class	47.01	47.01	53.24	47.01	47.01	47.01
c. Special Education-NPS/LCI						
d. Special Education Extended Year	6.82	6.82	4.78	6.82	6.82	6.82
e. Other County Operated Programs: Opportunity Schools and Full Day Opportunity Classes, Specialized Secondary Schools						
f. County School Tuition Fund (Out of State Tuition) [EC 2000 and 46380]						
g. Total, District Funded County Program ADA (Sum of Lines A5a through A5f)	53.83	53.83	58.02	53.83	53.83	53.83
6. TOTAL DISTRICT ADA (Sum of Line A4 and Line A5g)	15,247.90	15,247.90	15,676.30	14,947.32	14,947.32	15,247.90
7. Adults in Correctional Facilities						
8. Charter School ADA (Enter Charter School ADA using Tab C. Charter School ADA)						

Description	2019-20 Estimated Actuals			2020-21 Budget		
	P-2 ADA	Annual ADA	Funded ADA	Estimated P-2 ADA	Estimated Annual ADA	Estimated Funded ADA
B. COUNTY OFFICE OF EDUCATION						
1. County Program Alternative Education ADA						
a. County Group Home and Institution Pupils						
b. Juvenile Halls, Homes, and Camps						
c. Probation Referred, On Probation or Parole, Expelled per EC 48915(a) or (c) [EC 2574(c)(4)(A)]						
d. Total, County Program Alternative Education ADA (Sum of Lines B1a through B1c)	0.00	0.00	0.00	0.00	0.00	0.00
2. District Funded County Program ADA						
a. County Community Schools						
b. Special Education-Special Day Class						
c. Special Education-NPS/LCI						
d. Special Education Extended Year						
e. Other County Operated Programs: Opportunity Schools and Full Day Opportunity Classes, Specialized Secondary Schools						
f. County School Tuition Fund (Out of State Tuition) [EC 2000 and 46380]						
g. Total, District Funded County Program ADA (Sum of Lines B2a through B2f)	0.00	0.00	0.00	0.00	0.00	0.00
3. TOTAL COUNTY OFFICE ADA (Sum of Lines B1d and B2g)	0.00	0.00	0.00	0.00	0.00	0.00
4. Adults in Correctional Facilities						
5. County Operations Grant ADA						
6. Charter School ADA (Enter Charter School ADA using Tab C. Charter School ADA)						

Description	2019-20 Estimated Actuals			2020-21 Budget		
	P-2 ADA	Annual ADA	Funded ADA	Estimated P-2 ADA	Estimated Annual ADA	Estimated Funded ADA
C. CHARTER SCHOOL ADA						
Authorizing LEAs reporting charter school SACS financial data in their Fund 01, 09, or 62 use this worksheet to report ADA for those charter schools. Charter schools reporting SACS financial data separately from their authorizing LEAs in Fund 01 or Fund 62 use this worksheet to report their ADA.						
FUND 01: Charter School ADA corresponding to SACS financial data reported in Fund 01.						
1. Total Charter School Regular ADA						
2. Charter School County Program Alternative Education ADA						
a. County Group Home and Institution Pupils						
b. Juvenile Halls, Homes, and Camps						
c. Probation Referred, On Probation or Parole, Expelled per EC 48915(a) or (c) [EC 2574(c)(4)(A)]						
d. Total, Charter School County Program Alternative Education ADA (Sum of Lines C2a through C2c)	0.00	0.00	0.00	0.00	0.00	0.00
3. Charter School Funded County Program ADA						
a. County Community Schools						
b. Special Education-Special Day Class						
c. Special Education-NPS/LCI						
d. Special Education Extended Year						
e. Other County Operated Programs: Opportunity Schools and Full Day Opportunity Classes, Specialized Secondary Schools						
f. Total, Charter School Funded County Program ADA (Sum of Lines C3a through C3e)	0.00	0.00	0.00	0.00	0.00	0.00
4. TOTAL CHARTER SCHOOL ADA (Sum of Lines C1, C2d, and C3f)	0.00	0.00	0.00	0.00	0.00	0.00
FUND 09 or 62: Charter School ADA corresponding to SACS financial data reported in Fund 09 or Fund 62.						
5. Total Charter School Regular ADA						
6. Charter School County Program Alternative Education ADA						
a. County Group Home and Institution Pupils						
b. Juvenile Halls, Homes, and Camps						
c. Probation Referred, On Probation or Parole, Expelled per EC 48915(a) or (c) [EC 2574(c)(4)(A)]						
d. Total, Charter School County Program Alternative Education ADA (Sum of Lines C6a through C6c)	0.00	0.00	0.00	0.00	0.00	0.00
7. Charter School Funded County Program ADA						
a. County Community Schools						
b. Special Education-Special Day Class						
c. Special Education-NPS/LCI						
d. Special Education Extended Year						
e. Other County Operated Programs: Opportunity Schools and Full Day Opportunity Classes, Specialized Secondary Schools						
f. Total, Charter School Funded County Program ADA (Sum of Lines C7a through C7e)	0.00	0.00	0.00	0.00	0.00	0.00
8. TOTAL CHARTER SCHOOL ADA (Sum of Lines C5, C6d, and C7f)	0.00	0.00	0.00	0.00	0.00	0.00
9. TOTAL CHARTER SCHOOL ADA Reported in Fund 01, 09, or 62 (Sum of Lines C4 and C8)	0.00	0.00	0.00	0.00	0.00	0.00

Description	Resource Codes	Object Codes	2019-20 Estimated Actuals			2020-21 Budget			% Diff Column C & F
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
A. REVENUES									
1) LCFF Sources		8010-8099	170,690,238.00	0.00	170,690,238.00	153,410,469.00	0.00	153,410,469.00	-10.1%
2) Federal Revenue		8100-8299	0.00	8,452,148.00	8,452,148.00	0.00	15,896,821.00	15,896,821.00	88.1%
3) Other State Revenue		8300-8599	5,911,676.00	4,497,078.00	10,408,754.00	3,245,853.00	4,745,870.00	7,991,723.00	-23.2%
4) Other Local Revenue		8600-8799	2,542,263.00	7,405,371.00	9,947,634.00	3,161,722.00	6,939,000.00	10,100,722.00	1.5%
5) TOTAL REVENUES			179,144,177.00	20,354,597.00	199,498,774.00	159,818,044.00	27,581,691.00	187,399,735.00	-6.1%
B. EXPENDITURES									
1) Certificated Salaries		1000-1999	68,586,263.00	17,466,690.00	86,052,953.00	58,152,841.00	22,146,188.00	80,299,029.00	-6.7%
2) Classified Salaries		2000-2999	20,236,882.00	10,150,978.00	30,387,860.00	15,919,478.00	11,612,961.00	27,532,439.00	-9.4%
3) Employee Benefits		3000-3999	36,828,642.00	9,918,071.00	46,746,713.00	29,359,758.00	11,143,161.00	40,502,919.00	-13.4%
4) Books and Supplies		4000-4999	3,332,433.00	5,593,240.00	8,925,673.00	7,152,425.00	5,867,177.00	13,019,602.00	45.9%
5) Services and Other Operating Expenditures		5000-5999	15,218,904.00	13,870,257.00	29,089,161.00	14,950,985.00	12,757,876.00	27,708,863.00	-4.7%
6) Capital Outlay		6000-6999	66,656.00	162,582.00	229,238.00	26,250.00	160,000.00	186,250.00	-18.8%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299 7400-7499	932,455.00	1,918,048.00	2,850,503.00	955,017.00	1,730,000.00	2,685,017.00	-5.8%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	(1,098,470.00)	600,500.00	(497,970.00)	(1,783,440.00)	1,091,712.00	(691,728.00)	38.9%
9) TOTAL EXPENDITURES			144,103,765.00	59,680,366.00	203,784,131.00	124,733,314.00	66,509,077.00	191,242,391.00	-6.2%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)									
			35,040,412.00	(39,325,769.00)	(4,285,357.00)	35,084,730.00	(38,927,386.00)	(3,842,656.00)	-10.3%
D. OTHER FINANCING SOURCES/USES									
1) Interfund Transfers									
a) Transfers In		8900-8929	130,047.00	0.00	130,047.00	0.00	0.00	0.00	-100.0%
b) Transfers Out		7600-7629	1,434,097.00	0.00	1,434,097.00	654,729.00	0.00	654,729.00	-54.3%
2) Other Sources/Uses									
a) Sources		8930-8979	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
3) Contributions		8980-8999	(39,417,616.00)	39,417,616.00	0.00	(36,925,709.00)	36,925,709.00	0.00	0.0%
4) TOTAL OTHER FINANCING SOURCES/USES			(40,721,666.00)	39,417,616.00	(1,304,050.00)	(37,580,438.00)	36,925,709.00	(654,729.00)	-49.8%

Description	2019-20 Estimated Actuals			2020-21 Budget			% Diff Column C & F
	Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)	(5,681,254.00)	91,847.00	(5,589,407.00)	(2,495,708.00)	(2,001,677.00)	(4,497,385.00)	-19.5%
F. FUND BALANCE, RESERVES							
1) Beginning Fund Balance							
a) As of July 1 - Unaudited	16,562,120.00	3,919,887.00	20,482,007.00	10,880,866.00	4,417,263.00	15,298,129.00	-25.3%
b) Audit Adjustments	0.00	564,592.00	564,592.00	0.00	0.00	0.00	-100.0%
c) As of July 1 - Audited (F1a + F1b)	16,562,120.00	4,484,479.00	21,046,599.00	10,880,866.00	4,417,263.00	15,298,129.00	-27.3%
d) Other Restatements	0.00	(159,063.00)	(159,063.00)	0.00	0.00	0.00	-100.0%
e) Adjusted Beginning Balance (F1c + F1d)	16,562,120.00	4,325,416.00	20,887,536.00	10,880,866.00	4,417,263.00	15,298,129.00	-26.8%
2) Ending Balance, June 30 (E + F1e)	10,880,866.00	4,417,263.00	15,298,129.00	8,385,158.00	2,415,586.00	10,800,744.00	-29.4%
Components of Ending Fund Balance							
a) Nonspendable	20,000.00	0.00	20,000.00	20,000.00	0.00	20,000.00	0.0%
Revolving Cash	100,000.00	0.00	100,000.00	100,000.00	0.00	100,000.00	0.0%
Stores	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Prepaid Items	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
All Others	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
b) Restricted	0.00	4,417,263.00	4,417,263.00	0.00	2,415,586.00	2,415,586.00	-45.3%
c) Committed	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Stabilization Arrangements	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Other Commitments	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
d) Assigned							
Other Assignments	150,000.00	0.00	150,000.00	150,000.00	0.00	150,000.00	0.0%
Bus replacement				150,000.00		150,000.00	
Bus replacement	150,000.00		150,000.00				
e) Unassigned/Unappropriated							
Reserve for Economic Uncertainties	6,160,678.00	0.00	6,160,678.00	5,756,915.00	0.00	5,756,915.00	-6.6%
Unassigned/Unappropriated Amount	4,450,188.00	0.00	4,450,188.00	2,358,243.00	0.00	2,358,243.00	-47.0%

Description	Resource Codes	Object Codes	2019-20 Estimated Actuals			2020-21 Budget		% Diff Column C & F
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	
G. ASSETS								
1) Cash								
a) in County Treasury		9110	0.00	0.00	0.00			
1) Fair Value Adjustment to Cash in County Treasury		9111	0.00	0.00	0.00			
b) in Banks		9120	0.00	0.00	0.00			
c) in Revolving Cash Account		9130	0.00	0.00	0.00			
d) with Fiscal Agent/Trustee		9135	0.00	0.00	0.00			
e) Collections Awaiting Deposit		9140	0.00	0.00	0.00			
2) Investments		9150	0.00	0.00	0.00			
3) Accounts Receivable		9200	0.00	0.00	0.00			
4) Due from Grantor Government		9290	0.00	0.00	0.00			
5) Due from Other Funds		9310	0.00	0.00	0.00			
6) Stores		9320	0.00	0.00	0.00			
7) Prepaid Expenditures		9330	0.00	0.00	0.00			
8) Other Current Assets		9340	0.00	0.00	0.00			
9) TOTAL ASSETS			0.00	0.00	0.00			
H. DEFERRED OUTFLOWS OF RESOURCES								
1) Deferred Outflows of Resources		9490	0.00	0.00	0.00			
2) TOTAL DEFERRED OUTFLOWS			0.00	0.00	0.00			
I. LIABILITIES								
1) Accounts Payable		9500	0.00	0.00	0.00			
2) Due to Grantor Governments		9590	0.00	0.00	0.00			
3) Due to Other Funds		9610	0.00	0.00	0.00			
4) Current Loans		9640	0.00	0.00	0.00			
5) Unearned Revenue		9650	0.00	0.00	0.00			
6) TOTAL LIABILITIES			0.00	0.00	0.00			
J. DEFERRED INFLOWS OF RESOURCES								
1) Deferred Inflows of Resources		9690	0.00	0.00	0.00			
2) TOTAL DEFERRED INFLOWS			0.00	0.00	0.00			
K. FUND EQUITY								
Ending Fund Balance, June 30								

July 1 Budget
General Fund
Unrestricted and Restricted
Expenditures by Object

Oxnard Elementary
Ventura County

Description (G9 + H2) - (I6 + J2)	2019-20 Estimated Actuals		2020-21 Budget		% Diff Column C & F
	Unrestricted (A)	Restricted (B)	Unrestricted (D)	Restricted (E)	
	0.00	0.00			
	Total Fund col. A + B (C)		Total Fund col. D + E (F)		
	0.00	0.00	0.00	0.00	

Description	Resource Codes	Object Codes	2019-20 Estimated Actuals			2020-21 Budget			% Diff Column C & F
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
LCFF SOURCES									
Principal Apportionment State Aid - Current Year		8011	123,172,142.00	0.00	123,172,142.00	111,315,099.00	0.00	111,315,099.00	-9.6%
Education Protection Account State Aid - Current Year		8012	24,280,999.00	0.00	24,280,999.00	18,505,551.00	0.00	18,505,551.00	-23.8%
State Aid - Prior Years		8019	(352,722.00)	0.00	(352,722.00)	0.00	0.00	0.00	-100.0%
Tax Relief Subventions Homeowners' Exemptions		8021	164,312.00	0.00	164,312.00	0.00	0.00	0.00	-100.0%
Timber Yield Tax		8022	3.00	0.00	3.00	0.00	0.00	0.00	-100.0%
Other Subventions/In-Lieu Taxes		8029	6,793.00	0.00	6,793.00	6,793.00	0.00	6,793.00	0.0%
County & District Taxes Secured Roll Taxes		8041	22,892,313.00	0.00	22,892,313.00	22,892,313.00	0.00	22,892,313.00	0.0%
Unsecured Roll Taxes		8042	524,353.00	0.00	524,353.00	524,000.00	0.00	524,000.00	-0.1%
Prior Years' Taxes		8043	68,901.00	0.00	68,901.00	71,457.00	0.00	71,457.00	3.7%
Supplemental Taxes		8044	714,129.00	0.00	714,129.00	551,241.00	0.00	551,241.00	-22.8%
Education Revenue Augmentation Fund (ERAF)		8045	219,015.00	0.00	219,015.00	544,015.00	0.00	544,015.00	148.4%
Community Redevelopment Funds (SB 617/699/1992)		8047	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Penalties and Interest from Delinquent Taxes		8048	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Miscellaneous Funds (EC 41604) Royalties and Bonuses		8081	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Other In-Lieu Taxes		8082	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Less: Non-LCFF (50%) Adjustment		8089	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Subtotal LCFF Sources			171,690,238.00	0.00	171,690,238.00	154,410,469.00	0.00	154,410,469.00	-10.1%
LCFF Transfers									
Unrestricted LCFF Transfers - Current Year	0000	8091	(1,000,000.00)		(1,000,000.00)	(1,000,000.00)		(1,000,000.00)	0.0%
All Other LCFF Transfers - Current Year	All Other	8091	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers to Charter Schools in Lieu of Property Taxes		8096	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Property Taxes Transfers		8097	0.00	0.00	0.00	0.00	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2019-20 Estimated Actuals			2020-21 Budget			% Diff Column C & F
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
LCFF/Revenue Limit Transfers - Prior Years		8099	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL LCFF SOURCES			170,690,238.00	0.00	170,690,238.00	153,410,469.00	0.00	153,410,469.00	-10.1%
FEDERAL REVENUE									
Maintenance and Operations		8110	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Special Education Entitlement		8181	0.00	3,306,867.00	3,306,867.00	0.00	3,002,045.00	3,002,045.00	-9.2%
Special Education Discretionary Grants		8182	0.00	137,383.00	137,383.00	0.00	139,218.00	139,218.00	1.3%
Child Nutrition Programs		8220	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Donated Food Commodities		8221	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Forest Reserve Funds		8260	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Flood Control Funds		8270	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Wildlife Reserve Funds		8280	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
FEIMA		8281	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Interagency Contracts Between LEAs		8285	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Pass-Through Revenues from Federal Sources		8287	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Title I, Part A, Basic	3010	8290		3,669,953.00	3,669,953.00		3,737,720.00	3,737,720.00	1.8%
Title I, Part D, Local Delinquent Programs	3025	8290		0.00	0.00		0.00	0.00	0.0%
Title II, Part A, Supporting Effective Instruction	4035	8290		268,472.00	268,472.00		525,000.00	525,000.00	95.6%
Title III, Part A, Immigrant Student Program	4201	8290		17,437.00	17,437.00		31,900.00	31,900.00	82.9%

Description	Resource Codes	Object Codes	2019-20 Estimated Actuals			2020-21 Budget			% Diff Column C & F
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
Title III, Part A, English Learner Program	4203	8290		406,669.00	406,669.00		835,218.00	835,218.00	105.4%
Public Charter Schools Grant Program (PCSGP)	4610	8290		0.00	0.00		0.00	0.00	0.0%
	3020, 3040, 3041, 3045, 3060, 3061, 3110, 3150, 3155, 3177, 3180, 3181, 3182, 3185, 4037, 4050, 4123, 4124, 4126, 4127, 4128, 5510, 5630	8290		486,434.00	486,434.00		277,400.00	277,400.00	-43.0%
Other NCLB / Every Student Succeeds Act									
Career and Technical Education	3500-3599	8290		0.00	0.00		0.00	0.00	0.0%
All Other Federal Revenue	All Other	8290	0.00	158,933.00	158,933.00	0.00	7,348,320.00	7,348,320.00	4523.5%
TOTAL FEDERAL REVENUE			0.00	8,452,148.00	8,452,148.00	0.00	15,896,821.00	15,896,821.00	88.1%
OTHER STATE REVENUE									
Other State Apportionments									
ROC/P Entitlement									
Prior Years	6360	8319		0.00	0.00		0.00	0.00	0.0%
Special Education Master Plan									
Current Year	6500	8311		0.00	0.00		0.00	0.00	0.0%
Prior Years	6500	8319		0.00	0.00		0.00	0.00	0.0%
All Other State Apportionments - Current Year	All Other	8311	0.00	350,828.00	350,828.00	0.00	350,581.00	350,581.00	-0.1%
All Other State Apportionments - Prior Years	All Other	8319	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Child Nutrition Programs									
Mandated Costs Reimbursements									
Lottery - Unrestricted and Instructional Materials			503,867.00	0.00	503,867.00	501,503.00	0.00	501,503.00	-0.5%
Tax Relief Subventions			2,502,827.00	947,007.00	3,449,834.00	2,404,350.00	859,719.00	3,264,069.00	-5.4%
Restricted Levies - Other									
Homeowners' Exemptions			0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Other Subventions/In-Lieu Taxes			0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Pass-Through Revenues from State Sources			0.00	0.00	0.00	0.00	0.00	0.00	0.0%
After School Education and Safety (ASES)	6010	8590		2,859,749.00	2,859,749.00	0.00	3,206,561.00	3,206,561.00	12.1%

Description	Resource Codes	Object Codes	2019-20 Estimated Actuals			2020-21 Budget			% Diff Column C & F
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
Charter School Facility Grant	6030	8590		0.00	0.00		0.00	0.00	0.0%
Drug/Alcohol/Tobacco Funds	6650, 6690, 6695	8590		47,188.00	47,188.00		0.00	0.00	-100.0%
California Clean Energy Jobs Act	6230	8590		0.00	0.00		0.00	0.00	0.0%
Career Technical Education Incentive Grant Program	6387	8590		0.00	0.00		0.00	0.00	0.0%
American Indian Early Childhood Education	7210	8590		0.00	0.00		0.00	0.00	0.0%
Specialized Secondary	7370	8590		0.00	0.00		0.00	0.00	0.0%
Quality Education Investment Act	7400	8590		0.00	0.00		0.00	0.00	0.0%
All Other State Revenue	All Other	8590	2,904,982.00	292,306.00	3,197,288.00	340,000.00	329,009.00	669,009.00	-79.1%
TOTAL OTHER STATE REVENUE			5,911,676.00	4,497,078.00	10,408,754.00	3,245,853.00	4,745,870.00	7,991,723.00	-23.2%

Description	2019-20 Estimated Actuals		2020-21 Budget			% Diff Column C & F
	Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	
OTHER LOCAL REVENUE						
Other Local Revenue County and District Taxes						
Other Restricted Levies Secured Roll	0.00	0.00	0.00	0.00	0.00	0.00%
Unsecured Roll	0.00	0.00	0.00	0.00	0.00	0.00%
Prior Years' Taxes	0.00	0.00	0.00	0.00	0.00	0.00%
Supplemental Taxes	0.00	0.00	0.00	0.00	0.00	0.00%
Non-Ad Valorem Taxes Parcel Taxes	0.00	0.00	0.00	0.00	0.00	0.00%
Other	0.00	0.00	0.00	0.00	0.00	0.00%
Community Redevelopment Funds Not Subject to LCFF Deduction	0.00	0.00	0.00	0.00	0.00	0.00%
Penalties and Interest from Delinquent Non-LCFF Taxes	0.00	0.00	0.00	0.00	0.00	0.00%
Sales						
Sale of Equipment/Supplies	12,486.00	400,075.00	412,561.00	2,000.00	0.00	2,000.00 -99.5%
Sale of Publications	0.00	0.00	0.00	0.00	0.00	0.00%
Food Service Sales	0.00	0.00	0.00	0.00	0.00	0.00%
All Other Sales	0.00	0.00	0.00	0.00	0.00	0.00%
Leases and Rentals	72,083.00	0.00	72,083.00	152,000.00	0.00	152,000.00 110.9%
Interest	350,000.00	0.00	350,000.00	300,000.00	0.00	300,000.00 -14.3%
Net Increase (Decrease) in the Fair Value of Investments	0.00	0.00	0.00	0.00	0.00	0.00%
Fees and Contracts						
Adult Education Fees	0.00	0.00	0.00	0.00	0.00	0.00%
Non-Resident Students	0.00	0.00	0.00	0.00	0.00	0.00%
Transportation Fees From Individuals	0.00	0.00	0.00	0.00	0.00	0.00%
Interagency Services	164,679.00	4,241.00	168,920.00	150,000.00	0.00	150,000.00 -11.2%
Mitigation/Developer Fees	0.00	0.00	0.00	0.00	0.00	0.00%
All Other Fees and Contracts	0.00	0.00	0.00	0.00	0.00	0.00%
Other Local Revenue Plus: Misc Funds Non-LCFF						

Description	Resource Codes	Object Codes	2019-20 Estimated Actuals			2020-21 Budget			% Diff Column C & F
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
(50%) Adjustment		8691	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Pass-Through Revenues From Local Sources		8697	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Local Revenue		8699	1,943,015.00	151,278.00	2,094,293.00	2,557,722.00	2,000.00	2,559,722.00	22.2%
Tuition		8710	0.00	189,933.00	189,933.00	0.00	137,000.00	137,000.00	-27.9%
All Other Transfers In		8781-8783	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Apportionments									
Special Education SELPA Transfers From Districts or Charter Schools	6500	8791		0.00	0.00		0.00	0.00	0.0%
From County Offices	6500	8792		6,659,844.00	6,659,844.00		6,800,000.00	6,800,000.00	2.1%
From JPAs	6500	8793		0.00	0.00		0.00	0.00	0.0%
ROC/P Transfers									
From Districts or Charter Schools	6360	8791		0.00	0.00		0.00	0.00	0.0%
From County Offices	6360	8792		0.00	0.00		0.00	0.00	0.0%
From JPAs	6360	8793		0.00	0.00		0.00	0.00	0.0%
Other Transfers of Apportionments									
From Districts or Charter Schools	All Other	8791	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
From County Offices	All Other	8792	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
From JPAs	All Other	8793	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers in from All Others		8799	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			2,542,263.00	7,405,371.00	9,947,634.00	3,161,722.00	6,939,000.00	10,100,722.00	1.5%
TOTAL, REVENUES			179,144,177.00	20,354,597.00	199,498,774.00	159,818,044.00	27,581,691.00	187,399,735.00	-6.1%

Description	Resource Codes	Object Codes	2019-20 Estimated Actuals			2020-21 Budget			% Diff Column C & F
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
CERTIFICATED SALARIES									
Certificated Teachers' Salaries		1100	57,096,039.00	11,229,744.00	68,325,783.00	46,990,778.00	15,498,580.00	62,489,358.00	-8.5%
Certificated Pupil Support Salaries		1200	5,560,587.00	4,745,840.00	10,306,427.00	5,643,820.00	5,250,315.00	10,894,135.00	5.7%
Certificated Supervisors' and Administrators' Salaries		1300	5,929,637.00	1,092,404.00	7,022,041.00	5,518,243.00	971,617.00	6,489,860.00	-7.6%
Other Certificated Salaries		1900	0.00	398,702.00	398,702.00	0.00	425,676.00	425,676.00	6.8%
TOTAL, CERTIFICATED SALARIES			68,586,263.00	17,466,690.00	86,052,953.00	58,152,841.00	22,146,188.00	80,299,029.00	-6.7%
CLASSIFIED SALARIES									
Classified Instructional Salaries		2100	1,105,504.00	6,035,279.00	7,140,783.00	1,018,304.00	6,025,988.00	7,044,292.00	-1.4%
Classified Support Salaries		2200	5,325,524.00	2,391,412.00	7,716,936.00	4,425,546.00	2,836,507.00	7,262,053.00	-5.9%
Classified Supervisors' and Administrators' Salaries		2300	1,652,963.00	357,199.00	2,010,162.00	1,324,249.00	483,459.00	1,807,708.00	-10.1%
Clerical, Technical and Office Salaries		2400	8,471,361.00	947,741.00	9,419,102.00	6,476,246.00	1,041,299.00	7,517,545.00	-20.2%
Other Classified Salaries		2900	3,681,530.00	419,347.00	4,100,877.00	2,675,133.00	1,225,708.00	3,900,841.00	-4.9%
TOTAL, CLASSIFIED SALARIES			20,236,882.00	10,150,978.00	30,387,860.00	15,919,478.00	11,612,961.00	27,532,439.00	-9.4%
EMPLOYEE BENEFITS									
STRS		3101-3102	11,391,201.00	2,672,886.00	14,064,087.00	9,821,943.00	3,488,882.00	13,310,825.00	-5.4%
PERS		3201-3202	4,401,936.00	2,145,488.00	6,547,424.00	3,710,046.00	2,510,735.00	6,220,781.00	-5.0%
OASDI/Medicare/Alternative		3301-3302	2,564,337.00	1,062,482.00	3,626,819.00	2,185,659.00	1,194,315.00	3,379,974.00	-6.8%
Health and Welfare Benefits		3401-3402	12,416,104.00	2,689,533.00	15,105,637.00	11,136,346.00	3,150,933.00	14,287,279.00	-5.4%
Unemployment Insurance		3501-3502	43,342.00	12,844.00	56,186.00	38,422.00	16,064.00	54,486.00	-3.0%
Workers' Compensation		3601-3602	1,807,855.00	550,748.00	2,358,603.00	1,582,985.00	659,926.00	2,242,911.00	-4.9%
OPEB, Allocated		3701-3702	3,389,824.00	784,090.00	4,173,914.00	70,314.00	122,306.00	192,620.00	-95.4%
OPEB, Active Employees		3751-3752	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	814,043.00	0.00	814,043.00	814,043.00	0.00	814,043.00	0.0%
TOTAL, EMPLOYEE BENEFITS			36,828,642.00	9,918,071.00	46,746,713.00	29,359,758.00	11,143,161.00	40,502,919.00	-13.4%
BOOKS AND SUPPLIES									
Approved Textbooks and Core Curricula Materials		4100	855,000.00	1,208,188.00	2,063,188.00	1,600,000.00	859,719.00	2,459,719.00	19.2%
Books and Other Reference Materials		4200	41,849.00	148,702.00	190,551.00	28,000.00	29,815.00	57,815.00	-69.7%
Materials and Supplies		4300	1,808,725.00	4,018,394.00	5,827,119.00	5,034,860.00	4,827,143.00	9,862,003.00	69.2%

Description	Resource Codes	Object Codes	2019-20 Estimated Actuals			2020-21 Budget			% Diff Column C & F
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
Noncapitalized Equipment		4400	626,359.00	217,956.00	844,315.00	489,565.00	150,500.00	640,065.00	-24.2%
Food		4700	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL BOOKS AND SUPPLIES			3,332,433.00	5,593,240.00	8,925,673.00	7,152,425.00	5,867,177.00	13,019,602.00	45.9%
SERVICES AND OTHER OPERATING EXPENDITURES									
Subagreements for Services		5100	3,739,383.00	7,893,197.00	11,632,580.00	4,580,000.00	6,883,578.00	11,463,578.00	-1.5%
Travel and Conferences		5200	248,120.00	261,177.00	509,297.00	254,346.00	277,913.00	532,259.00	4.5%
Dues and Memberships		5300	98,359.00	1,804.00	100,163.00	104,410.00	1,050.00	105,460.00	5.3%
Insurance		5400 - 5450	1,351,172.00	0.00	1,351,172.00	1,763,742.00	0.00	1,763,742.00	30.5%
Operations and Housekeeping Services		5500	2,715,397.00	11,000.00	2,726,397.00	2,756,750.00	12,000.00	2,768,750.00	1.6%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	532,222.00	170,068.00	702,290.00	583,682.00	189,600.00	773,282.00	10.1%
Transfers of Direct Costs		5710	(82,505.00)	82,505.00	0.00	(83,898.00)	83,898.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	(21,338.00)	39,055.00	17,717.00	(17,100.00)	43,100.00	26,000.00	46.8%
Professional/Consulting Services and Operating Expenditures		5800	6,067,800.00	4,551,831.00	10,619,631.00	4,562,823.00	4,648,739.00	9,211,562.00	-13.3%
Communications		5900	570,294.00	859,620.00	1,429,914.00	446,230.00	618,000.00	1,064,230.00	-25.6%
TOTAL SERVICES AND OTHER OPERATING EXPENDITURES			15,218,904.00	13,870,257.00	29,089,161.00	14,950,985.00	12,757,878.00	27,708,863.00	-4.7%

Description	Resource Codes	Object Codes	2019-20 Estimated Actuals			2020-21 Budget			% Diff Column C & F
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
CAPITAL OUTLAY									
Land		6100	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
Land Improvements		6170	16,500.00	5,261.00	21,761.00	15,000.00	5,000.00	20,000.00	-8.1%
Buildings and Improvements of Buildings		6200	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
Books and Media for New School Libraries or Major Expansion of School Libranes		6300	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
Equipment		6400	50,156.00	157,321.00	207,477.00	11,250.00	155,000.00	166,250.00	-19.9%
Equipment Replacement		6500	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
TOTAL CAPITAL OUTLAY			66,656.00	162,582.00	229,238.00	26,250.00	160,000.00	186,250.00	-18.8%
OTHER OUTGO (excluding Transfers of Indirect Costs)									
Tuition									
Tuition for Instruction Under Interdistrict Attendance Agreements		7110	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
State Special Schools		7130	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
Tuition, Excess Costs, and/or Deficit Payments Payments to Districts or Charter Schools		7141	0.00	50,000.00	50,000.00	0.00	50,000.00	50,000.00	0.00%
Payments to County Offices		7142	530,000.00	1,868,048.00	2,398,048.00	548,000.00	1,680,000.00	2,228,000.00	-7.1%
Payments to JPAs		7143	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
Transfers of Pass-Through Revenues To Districts or Charter Schools		7211	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
To County Offices		7212	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
To JPAs		7213	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
Special Education SELPA Transfers of Apportionments To Districts or Charter Schools	6500	7221		0.00	0.00		0.00	0.00	0.00%
To County Offices	6500	7222		0.00	0.00		0.00	0.00	0.00%
To JPAs	6500	7223		0.00	0.00		0.00	0.00	0.00%
ROC/P Transfers of Apportionments To Districts or Charter Schools	6360	7221		0.00	0.00		0.00	0.00	0.00%
To County Offices	6360	7222		0.00	0.00		0.00	0.00	0.00%
To JPAs	6360	7223		0.00	0.00		0.00	0.00	0.00%
Other Transfers of Apportionments	All Other	7221-7223	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
All Other Transfers		7281-7283	0.00	0.00	0.00	0.00	0.00	0.00	0.00%

Description	Resource Codes	Object Codes	2019-20 Estimated Actuals			2020-21 Budget			% Diff Column C & F
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
All Other Transfers Out to All Others		7299	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Debt Service									
Debt Service - Interest		7438	98,373.00	0.00	98,373.00	89,209.00	0.00	89,209.00	-9.3%
Other Debt Service - Principal		7439	304,082.00	0.00	304,082.00	317,808.00	0.00	317,808.00	4.5%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			932,455.00	1,918,048.00	2,850,503.00	955,017.00	1,730,000.00	2,685,017.00	-5.8%
OTHER OUTGO - TRANSFERS OF INDIRECT COSTS									
Transfers of Indirect Costs		7310	(600,500.00)	600,500.00	0.00	(1,091,712.00)	1,091,712.00	0.00	0.0%
Transfers of Indirect Costs - Interfund		7350	(497,970.00)	0.00	(497,970.00)	(691,728.00)	0.00	(691,728.00)	38.9%
TOTAL, OTHER OUTGO - TRANSFERS OF INDIRECT COSTS			(1,098,470.00)	600,500.00	(497,970.00)	(1,783,440.00)	1,091,712.00	(691,728.00)	38.9%
TOTAL, EXPENDITURES			144,103,765.00	59,680,366.00	203,784,131.00	124,733,314.00	66,509,077.00	191,242,391.00	-6.2%

Description	Resource Codes	Object Codes	2019-20 Estimated Actuals			2020-21 Budget			% Diff Column C & F
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
INTERFUND TRANSFERS									
INTERFUND TRANSFERS IN									
From: Special Reserve Fund		8912	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
From: Bond Interest and Redemption Fund		8914	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
Other Authorized Interfund Transfers In		8919	130,047.00	0.00	130,047.00	0.00	0.00	0.00	-100.0%
(a) TOTAL INTERFUND TRANSFERS IN			130,047.00	0.00	130,047.00	0.00	0.00	0.00	-100.0%
INTERFUND TRANSFERS OUT									
To: Child Development Fund		7611	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
To: Special Reserve Fund		7612	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
To: State School Building Fund/ County School Facilities Fund		7613	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
To: Cafeteria Fund		7616	1,434,097.00	0.00	1,434,097.00	654,729.00	0.00	654,729.00	-54.3%
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
(b) TOTAL INTERFUND TRANSFERS OUT			1,434,097.00	0.00	1,434,097.00	654,729.00	0.00	654,729.00	-54.3%
OTHER SOURCES/USES									
SOURCES									
State Apportionments		8931	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
Emergency Apportionments									
Proceeds									
Proceeds from Disposal of Capital Assets		8953	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
Other Sources									
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
Long-Term Debt Proceeds									
Proceeds from Certificates of Participation		8971	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
Proceeds from Capital Leases		8972	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
Proceeds from Lease Revenue Bonds		8973	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
All Other Financing Sources		8979	0.00	0.00	0.00	0.00	0.00	0.00	0.00%

Description	Resource Codes	Object Codes	2019-20 Estimated Actuals			2020-21 Budget			% Diff Column C & F
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
(c) TOTAL SOURCES			0.00	0.00	0.00	0.00	0.00	0.00	0.0%
USES									
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
(d) TOTAL USES			0.00	0.00	0.00	0.00	0.00	0.00	0.0%
CONTRIBUTIONS									
Contributions from Unrestricted Revenues		8980	(39,417,616.00)	39,417,616.00	0.00	(36,925,709.00)	36,925,709.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
(e) TOTAL CONTRIBUTIONS			(39,417,616.00)	39,417,616.00	0.00	(36,925,709.00)	36,925,709.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES			(40,721,666.00)	39,417,616.00	(1,304,050.00)	(37,580,438.00)	36,925,709.00	(654,729.00)	-49.8%

Description	Function Codes	Object Codes	2019-20 Estimated Actuals			2020-21 Budget			% Diff Column C & F
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
A. REVENUES									
1) LCFF Sources		8010-8099	170,690,238.00	0.00	170,690,238.00	153,410,469.00	0.00	153,410,469.00	-10.1%
2) Federal Revenue		8100-8299	0.00	8,452,148.00	8,452,148.00	0.00	15,896,821.00	15,896,821.00	88.1%
3) Other State Revenue		8300-8599	5,911,676.00	4,497,078.00	10,408,754.00	3,245,853.00	4,745,870.00	7,991,723.00	-23.2%
4) Other Local Revenue		8600-8799	2,542,263.00	7,405,371.00	9,947,634.00	3,161,722.00	6,939,000.00	10,100,722.00	1.5%
5) TOTAL REVENUES			179,144,177.00	20,354,597.00	199,498,774.00	159,818,044.00	27,581,691.00	187,399,735.00	-6.1%
B. EXPENDITURES (Objects 1000-7999)									
1) Instruction	1000-1999		89,163,900.00	34,685,061.00	123,848,961.00	75,452,595.00	37,885,646.00	113,338,241.00	-8.5%
2) Instruction - Related Services	2000-2999		16,534,080.00	4,091,647.00	20,625,727.00	11,796,123.00	4,503,868.00	16,299,991.00	-21.0%
3) Pupil Services	3000-3999		15,874,337.00	12,466,326.00	28,340,663.00	14,987,641.00	13,858,534.00	28,846,175.00	1.8%
4) Ancillary Services	4000-4999		0.00	0.00	0.00	0.00	0.00	0.00	0.0%
5) Community Services	5000-5999		0.00	43,658.00	43,658.00	0.00	44,002.00	44,002.00	0.8%
6) Enterprise	6000-6999		0.00	0.00	0.00	0.00	0.00	0.00	0.0%
7) General Administration	7000-7999		11,513,746.00	1,228,108.00	12,741,854.00	13,305,213.00	1,858,367.00	15,163,580.00	19.0%
8) Plant Services	8000-8999		10,085,247.00	5,247,518.00	15,332,765.00	8,236,725.00	6,628,660.00	14,865,385.00	-3.0%
9) Other Outgo	9000-9999	Except 7600-7699	932,455.00	1,918,048.00	2,850,503.00	955,017.00	1,730,000.00	2,685,017.00	-5.8%
10) TOTAL EXPENDITURES			144,103,765.00	59,680,366.00	203,784,131.00	124,733,314.00	66,509,077.00	191,242,391.00	-6.2%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B10)									
			35,040,412.00	(39,325,769.00)	(4,285,357.00)	35,084,730.00	(38,927,386.00)	(3,842,656.00)	-10.3%
D. OTHER FINANCING SOURCES/USES									
1) Interfund Transfers		8900-8929							
a) Transfers In			130,047.00	0.00	130,047.00	0.00	0.00	0.00	-100.0%
b) Transfers Out		7600-7629	1,434,097.00	0.00	1,434,097.00	654,729.00	0.00	654,729.00	-54.3%
2) Other Sources/Uses		8930-8979	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
a) Sources		7630-7699	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
b) Uses		8980-8999	(39,417,616.00)	39,417,616.00	0.00	(36,925,709.00)	36,925,709.00	0.00	0.0%
3) Contributions			(40,721,666.00)	39,417,616.00	(1,304,050.00)	(37,580,438.00)	36,925,709.00	(654,729.00)	-49.8%
4) TOTAL OTHER FINANCING SOURCES/USES									

Description	Function Codes	Object Codes	2019-20 Estimated Actuals			2020-21 Budget			% Diff Column C & F
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			(5,681,254.00)	91,847.00	(5,589,407.00)	(2,495,708.00)	(2,001,677.00)	(4,497,385.00)	-19.5%
F. FUND BALANCE, RESERVES									
1) Beginning Fund Balance		9791	16,562,120.00	3,919,887.00	20,482,007.00	10,880,866.00	4,417,263.00	15,298,129.00	-25.3%
a) As of July 1 - Unaudited		9793	0.00	564,592.00	564,592.00	0.00	0.00	0.00	-100.0%
b) Audit Adjustments			16,562,120.00	4,484,479.00	21,046,599.00	10,880,866.00	4,417,263.00	15,298,129.00	-27.3%
c) As of July 1 - Audited (F1a + F1b)		9795	0.00	(159,063.00)	(159,063.00)	0.00	0.00	0.00	-100.0%
d) Other Restatements			16,562,120.00	4,325,416.00	20,887,536.00	10,880,866.00	4,417,263.00	15,298,129.00	-26.8%
e) Adjusted Beginning Balance (F1c + F1d)			10,880,866.00	4,417,263.00	15,298,129.00	8,385,158.00	2,415,586.00	10,800,744.00	-29.4%
2) Ending Balance, June 30 (E + F1e)									
Components of Ending Fund Balance									
a) Nonspendable		9711	20,000.00	0.00	20,000.00	20,000.00	0.00	20,000.00	0.0%
Revolving Cash		9712	100,000.00	0.00	100,000.00	100,000.00	0.00	100,000.00	0.0%
Stores		9713	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Prepaid Items		9719	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
All Others		9740	0.00	4,417,263.00	4,417,263.00	0.00	2,415,586.00	2,415,586.00	-45.3%
b) Restricted									
c) Committed		9750	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Stabilization Arrangements		9760	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Other Commitments (by Resource/Object)									
d) Assigned		9780	150,000.00	0.00	150,000.00	150,000.00	0.00	150,000.00	0.0%
Other Assignments (by Resource/Object)		9780	150,000.00	0.00	150,000.00	150,000.00	0.00	150,000.00	0.0%
Bus replacement	0000	9780	150,000.00	0.00	150,000.00	150,000.00	0.00	150,000.00	0.0%
Bus replacement	0000								
e) Unassigned/Unappropriated		9789	6,160,678.00	0.00	6,160,678.00	5,756,915.00	0.00	5,756,915.00	-6.6%
Reserve for Economic Uncertainties		9790	4,450,188.00	0.00	4,450,188.00	2,358,243.00	0.00	2,358,243.00	-47.0%
Unassigned/Unappropriated Amount									

Resource	Description	2019-20		2020-21	
		Estimated	Actuals	Budget	Budget
5640	Medi-Cal Billing Option	266,885.00		266,885.00	
6300	Lottery: Instructional Materials	70,537.00		70,537.00	
6510	Special Ed: Early Ed Individuals with Exceptional Needs (Infant Progr	50,649.00		50,649.00	
7311	Classified School Employee Professional Development Block Grant	69,733.00		0.00	
7388	SB 117 COVID-19 LEA Response Funds	131,384.00		0.00	
7510	Low-Performing Students Block Grant	876,545.00		0.00	
8150	Ongoing & Major Maintenance Account (RMA: Education Code Sectir	2,603,007.00		1,678,992.00	
9010	Other Restricted Local	348,523.00		348,523.00	
Total, Restricted Balance		4,417,263.00		2,415,586.00	

Description	Resource Codes	Object Codes	2019-20 Estimated Actuals	2020-21 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	2,097,065.00	2,052,682.00	-2.1%
4) Other Local Revenue		8600-8799	1,600.00	4,000.00	150.0%
5) TOTAL, REVENUES			2,098,665.00	2,056,682.00	-2.0%
B. EXPENDITURES					
1) Certificated Salaries		1000-1999	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	1,294,291.00	1,234,207.00	-4.6%
3) Employee Benefits		3000-3999	353,850.00	489,760.00	38.4%
4) Books and Supplies		4000-4999	225,112.00	137,154.00	-39.1%
5) Services and Other Operating Expenditures		5000-5999	102,850.00	90,750.00	-11.8%
6) Capital Outlay		6000-6999	0.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	78,425.00	104,811.00	33.6%
9) TOTAL, EXPENDITURES			2,054,528.00	2,056,682.00	0.1%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			44,137.00	0.00	-100.0%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2019-20 Estimated Actuals	2020-21 Budget	Percent Difference
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			44,137.00	0.00	-100.0%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited					
		9791	213,366.00	416,566.00	95.2%
b) Audit Adjustments					
		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)					
			213,366.00	416,566.00	95.2%
d) Other Restatements					
		9795	159,063.00	0.00	-100.0%
e) Adjusted Beginning Balance (F1c + F1d)					
			372,429.00	416,566.00	11.9%
2) Ending Balance, June 30 (E + F1e)					
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash					
		9711	0.00	0.00	0.0%
Stores					
		9712	0.00	0.00	0.0%
Prepaid Items					
		9713	0.00	0.00	0.0%
All Others					
		9719	0.00	0.00	0.0%
b) Restricted					
		9740	416,566.00	416,566.00	0.0%
c) Committed					
Stabilization Arrangements					
		9750	0.00	0.00	0.0%
Other Commitments					
		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments					
		9780	0.00	0.00	0.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties					
		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount					
		9790	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2019-20 Estimated Actuals	2020-21 Budget	Percent Difference
G. ASSETS					
1) Cash					
a) in County Treasury		9110	0.00		
1) Fair Value Adjustment to Cash in County Treasury		9111	0.00		
b) in Banks		9120	0.00		
c) in Revolving Cash Account		9130	0.00		
d) with Fiscal Agent/Trustee		9135	0.00		
e) Collections Awaiting Deposit		9140	0.00		
2) Investments		9150	0.00		
3) Accounts Receivable		9200	0.00		
4) Due from Grantor Government		9290	0.00		
5) Due from Other Funds		9310	0.00		
6) Stores		9320	0.00		
7) Prepaid Expenditures		9330	0.00		
8) Other Current Assets		9340	0.00		
9) TOTAL, ASSETS			0.00		
H. DEFERRED OUTFLOWS OF RESOURCES					
1) Deferred Outflows of Resources		9490	0.00		
2) TOTAL, DEFERRED OUTFLOWS			0.00		
I. LIABILITIES					
1) Accounts Payable		9500	0.00		
2) Due to Grantor Governments		9590	0.00		
3) Due to Other Funds		9610	0.00		
4) Current Loans		9640			
5) Unearned Revenue		9650	0.00		
6) TOTAL, LIABILITIES			0.00		
J. DEFERRED INFLOWS OF RESOURCES					
1) Deferred Inflows of Resources		9690	0.00		
2) TOTAL, DEFERRED INFLOWS			0.00		
K. FUND EQUITY					
Ending Fund Balance, June 30 (G9 + H2) - (I6 + J2)			0.00		

Description	Resource Codes	Object Codes	2019-20 Estimated Actuals	2020-21 Budget	Percent Difference
FEDERAL REVENUE					
Child Nutrition Programs		8220	0.00	0.00	0.0%
Interagency Contracts Between LEAs		8285	0.00	0.00	0.0%
Title I, Part A, Basic	3010	8290	0.00	0.00	0.0%
All Other Federal Revenue	All Other	8290	0.00	0.00	0.0%
TOTAL, FEDERAL REVENUE			0.00	0.00	0.0%
OTHER STATE REVENUE					
Child Nutrition Programs		8520	0.00	0.00	0.0%
Child Development Apportionments		8530	0.00	0.00	0.0%
Pass-Through Revenues from State Sources		8587	0.00	0.00	0.0%
State Preschool	6105	8590	2,057,465.00	2,052,682.00	-0.2%
All Other State Revenue	All Other	8590	39,600.00	0.00	-100.0%
TOTAL, OTHER STATE REVENUE			2,097,065.00	2,052,682.00	-2.1%
OTHER LOCAL REVENUE					
Other Local Revenue					
Sales					
Sale of Equipment/Supplies		8631	0.00	0.00	0.0%
Food Service Sales		8634	0.00	0.00	0.0%
Interest		8660	1,600.00	4,000.00	150.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.0%
Fees and Contracts					
Child Development Parent Fees		8673	0.00	0.00	0.0%
Interagency Services		8677	0.00	0.00	0.0%
All Other Fees and Contracts		8689	0.00	0.00	0.0%
Other Local Revenue					
All Other Local Revenue		8699	0.00	0.00	0.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			1,600.00	4,000.00	150.0%
TOTAL, REVENUES			2,098,665.00	2,056,682.00	-2.0%

Description	Resource Codes	Object Codes	2019-20 Estimated Actuals	2020-21 Budget	Percent Difference
CERTIFICATED SALARIES					
Certificated Teachers' Salaries		1100	0.00	0.00	0.0%
Certificated Pupil Support Salaries		1200	0.00	0.00	0.0%
Certificated Supervisors' and Administrators' Salaries		1300	0.00	0.00	0.0%
Other Certificated Salaries		1900	0.00	0.00	0.0%
TOTAL, CERTIFICATED SALARIES			0.00	0.00	0.0%
CLASSIFIED SALARIES					
Classified Instructional Salaries		2100	1,019,229.00	942,562.00	-7.5%
Classified Support Salaries		2200	0.00	0.00	0.0%
Classified Supervisors' and Administrators' Salaries		2300	108,429.00	108,429.00	0.0%
Clerical, Technical and Office Salaries		2400	82,381.00	95,123.00	15.5%
Other Classified Salaries		2900	84,252.00	88,093.00	4.6%
TOTAL, CLASSIFIED SALARIES			1,294,291.00	1,234,207.00	-4.6%
EMPLOYEE BENEFITS					
STRS		3101-3102	42,100.00	40,900.00	-2.9%
PERS		3201-3202	141,474.00	168,870.00	19.4%
OASDI/Medicare/Alternative		3301-3302	79,662.00	76,722.00	-3.7%
Health and Welfare Benefits		3401-3402	47,114.00	48,421.00	2.8%
Unemployment Insurance		3501-3502	622.00	608.00	-2.3%
Workers' Compensation		3601-3602	25,612.00	24,699.00	-3.6%
OPEB, Allocated		3701-3702	17,266.00	129,540.00	650.3%
OPEB, Active Employees		3751-3752	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	0.00	0.00	0.0%
TOTAL, EMPLOYEE BENEFITS			353,850.00	489,760.00	38.4%
BOOKS AND SUPPLIES					
Approved Textbooks and Core Curricula Materials		4100	0.00	0.00	0.0%
Books and Other Reference Materials		4200	200.00	0.00	-100.0%
Materials and Supplies		4300	207,412.00	119,654.00	-42.3%
Noncapitalized Equipment		4400	17,500.00	17,500.00	0.0%
Food		4700	0.00	0.00	0.0%
TOTAL, BOOKS AND SUPPLIES			225,112.00	137,154.00	-39.1%

Description	Resource Codes	Object Codes	2019-20 Estimated Actuals	2020-21 Budget	Percent Difference
SERVICES AND OTHER OPERATING EXPENDITURES					
Subagreements for Services		5100	0.00	0.00	0.0%
Travel and Conferences		5200	50,750.00	40,750.00	-19.7%
Dues and Memberships		5300	5,000.00	5,000.00	0.0%
Insurance		5400-5450	0.00	0.00	0.0%
Operations and Housekeeping Services		5500	0.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	10,000.00	10,000.00	0.0%
Transfers of Direct Costs		5710	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	15,000.00	15,000.00	0.0%
Professional/Consulting Services and Operating Expenditures		5800	20,000.00	17,000.00	-15.0%
Communications		5900	2,100.00	3,000.00	42.9%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			102,850.00	90,750.00	-11.8%
CAPITAL OUTLAY					
Land		6100	0.00	0.00	0.0%
Land Improvements		6170	0.00	0.00	0.0%
Buildings and Improvements of Buildings		6200	0.00	0.00	0.0%
Equipment		6400	0.00	0.00	0.0%
Equipment Replacement		6500	0.00	0.00	0.0%
TOTAL, CAPITAL OUTLAY			0.00	0.00	0.0%
OTHER OUTGO (excluding Transfers of Indirect Costs)					
Other Transfers Out					
All Other Transfers Out to All Others		7299	0.00	0.00	0.0%
Debt Service					
Debt Service - Interest		7438	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.0%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			0.00	0.00	0.0%
OTHER OUTGO - TRANSFERS OF INDIRECT COSTS					
Transfers of Indirect Costs - Interfund		7350	78,425.00	104,811.00	33.6%
TOTAL, OTHER OUTGO - TRANSFERS OF INDIRECT COSTS			78,425.00	104,811.00	33.6%
TOTAL, EXPENDITURES			2,054,528.00	2,056,682.00	0.1%

Description	Resource Codes	Object Codes	2019-20 Estimated Actuals	2020-21 Budget	Percent Difference
INTERFUND TRANSFERS					
INTERFUND TRANSFERS IN					
From: General Fund		8911	0.00	0.00	0.0%
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.0%
INTERFUND TRANSFERS OUT					
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.0%
OTHER SOURCES/USES					
SOURCES					
Other Sources					
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.0%
Long-Term Debt Proceeds					
Proceeds from Certificates of Participation		8971	0.00	0.00	0.0%
Proceeds from Capital Leases		8972	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.0%
USES					
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.0%
CONTRIBUTIONS					
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)			0.00	0.00	0.0%

Description	Function Codes	Object Codes	2019-20 Estimated Actuals	2020-21 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	2,097,065.00	2,052,682.00	-2.1%
4) Other Local Revenue		8600-8799	1,600.00	4,000.00	150.0%
5) TOTAL, REVENUES			2,098,665.00	2,056,682.00	-2.0%
B. EXPENDITURES (Objects 1000-7999)					
1) Instruction	1000-1999		1,560,444.00	1,524,428.00	-2.3%
2) Instruction - Related Services	2000-2999		415,659.00	427,443.00	2.8%
3) Pupil Services	3000-3999		0.00	0.00	0.0%
4) Ancillary Services	4000-4999		0.00	0.00	0.0%
5) Community Services	5000-5999		0.00	0.00	0.0%
6) Enterprise	6000-6999		0.00	0.00	0.0%
7) General Administration	7000-7999		78,425.00	104,811.00	33.6%
8) Plant Services	8000-8999		0.00	0.00	0.0%
9) Other Outgo	9000-9999	Except 7600-7699	0.00	0.00	0.0%
10) TOTAL, EXPENDITURES			2,054,528.00	2,056,682.00	0.1%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B10)			44,137.00	0.00	-100.0%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%

Description	Function Codes	Object Codes	2019-20 Estimated Actuals	2020-21 Budget	Percent Difference
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			44,137.00	0.00	-100.0%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	213,366.00	416,566.00	95.2%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			213,366.00	416,566.00	95.2%
d) Other Restatements		9795	159,063.00	0.00	-100.0%
e) Adjusted Beginning Balance (F1c + F1d)			372,429.00	416,566.00	11.9%
2) Ending Balance, June 30 (E + F1e)			416,566.00	416,566.00	0.0%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted			416,566.00	416,566.00	0.0%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments (by Resource/Object)		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments (by Resource/Object)		9780	0.00	0.00	0.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%

Resource	Description	2019-20 Estimated Actuals	2020-21 Budget
6130	Child Development: Center-Based Reserve Account	223,977.00	223,977.00
9010	Other Restricted Local	192,589.00	192,589.00
Total, Restricted Balance		416,566.00	416,566.00

Description	Resource Codes	Object Codes	2019-20 Estimated Actuals	2020-21 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	7,729,091.00	10,836,240.00	40.2%
3) Other State Revenue		8300-8599	490,280.00	758,400.00	54.7%
4) Other Local Revenue		8600-8799	92,920.00	57,000.00	-38.7%
5) TOTAL, REVENUES			8,312,291.00	11,651,640.00	40.2%
B. EXPENDITURES					
1) Certificated Salaries		1000-1999	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	3,771,857.00	3,975,573.00	5.4%
3) Employee Benefits		3000-3999	1,432,693.00	1,554,618.00	8.5%
4) Books and Supplies		4000-4999	4,302,006.00	5,995,532.00	39.4%
5) Services and Other Operating Expenditures		5000-5999	137,143.00	132,650.00	-3.3%
6) Capital Outlay		6000-6999	0.00	25,000.00	New
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	419,545.00	586,917.00	39.9%
9) TOTAL, EXPENDITURES			10,063,244.00	12,270,290.00	21.9%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			(1,750,953.00)	(618,650.00)	-64.7%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	1,434,097.00	654,729.00	-54.3%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			1,434,097.00	654,729.00	-54.3%

Description	Resource Codes	Object Codes	2019-20 Estimated Actuals	2020-21 Budget	Percent Difference
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			(316,856.00)	36,079.00	-111.4%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	380,331.00	63,475.00	-83.3%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			380,331.00	63,475.00	-83.3%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			380,331.00	63,475.00	-83.3%
2) Ending Balance, June 30 (E + F1e)			63,475.00	99,554.00	56.8%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted		9740	63,475.00	99,554.00	56.8%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments		9780	0.00	0.00	0.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2019-20 Estimated Actuals	2020-21 Budget	Percent Difference
G. ASSETS					
1) Cash					
a) in County Treasury		9110	0.00		
1) Fair Value Adjustment to Cash in County Treasury		9111	0.00		
b) in Banks		9120	0.00		
c) in Revolving Cash Account		9130	0.00		
d) with Fiscal Agent/Trustee		9135	0.00		
e) Collections Awaiting Deposit		9140	0.00		
2) Investments		9150	0.00		
3) Accounts Receivable		9200	0.00		
4) Due from Grantor Government		9290	0.00		
5) Due from Other Funds		9310	0.00		
6) Stores		9320	0.00		
7) Prepaid Expenditures		9330	0.00		
8) Other Current Assets		9340	0.00		
9) TOTAL, ASSETS			0.00		
H. DEFERRED OUTFLOWS OF RESOURCES					
1) Deferred Outflows of Resources		9490	0.00		
2) TOTAL, DEFERRED OUTFLOWS			0.00		
I. LIABILITIES					
1) Accounts Payable		9500	0.00		
2) Due to Grantor Governments		9590	0.00		
3) Due to Other Funds		9610	0.00		
4) Current Loans		9640			
5) Unearned Revenue		9650	0.00		
6) TOTAL, LIABILITIES			0.00		
J. DEFERRED INFLOWS OF RESOURCES					
1) Deferred Inflows of Resources		9690	0.00		
2) TOTAL, DEFERRED INFLOWS			0.00		
K. FUND EQUITY					
Ending Fund Balance, June 30 (G9 + H2) - (I6 + J2)			0.00		

Description	Resource Codes	Object Codes	2019-20 Estimated Actuals	2020-21 Budget	Percent Difference
FEDERAL REVENUE					
Child Nutrition Programs		8220	7,168,730.00	10,336,240.00	44.2%
Donated Food Commodities		8221	560,361.00	500,000.00	-10.8%
All Other Federal Revenue		8290	0.00	0.00	0.0%
TOTAL, FEDERAL REVENUE			7,729,091.00	10,836,240.00	40.2%
OTHER STATE REVENUE					
Child Nutrition Programs		8520	490,280.00	758,400.00	54.7%
All Other State Revenue		8590	0.00	0.00	0.0%
TOTAL, OTHER STATE REVENUE			490,280.00	758,400.00	54.7%
OTHER LOCAL REVENUE					
Other Local Revenue					
Sales					
Sale of Equipment/Supplies		8631	0.00	0.00	0.0%
Food Service Sales		8634	73,618.00	41,000.00	-44.3%
Leases and Rentals		8650	0.00	0.00	0.0%
Interest		8660	17,689.00	16,000.00	-9.5%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.0%
Fees and Contracts					
Interagency Services		8677	0.00	0.00	0.0%
Other Local Revenue					
All Other Local Revenue		8699	1,613.00	0.00	-100.0%
TOTAL, OTHER LOCAL REVENUE			92,920.00	57,000.00	-38.7%
TOTAL, REVENUES			8,312,291.00	11,651,640.00	40.2%

Description	Resource Codes	Object Codes	2019-20 Estimated Actuals	2020-21 Budget	Percent Difference
CERTIFICATED SALARIES					
Certificated Supervisors' and Administrators' Salaries		1300	0.00	0.00	0.0%
Other Certificated Salaries		1900	0.00	0.00	0.0%
TOTAL, CERTIFICATED SALARIES			0.00	0.00	0.0%
CLASSIFIED SALARIES					
Classified Support Salaries		2200	3,398,750.00	3,604,121.00	6.0%
Classified Supervisors' and Administrators' Salaries		2300	219,550.00	215,549.00	-1.8%
Clerical, Technical and Office Salaries		2400	153,557.00	155,903.00	1.5%
Other Classified Salaries		2900	0.00	0.00	0.0%
TOTAL, CLASSIFIED SALARIES			3,771,857.00	3,975,573.00	5.4%
EMPLOYEE BENEFITS					
STRS		3101-3102	0.00	0.00	0.0%
PERS		3201-3202	724,569.00	822,083.00	13.5%
OASDI/Medicare/Alternative		3301-3302	282,271.00	299,640.00	6.2%
Health and Welfare Benefits		3401-3402	269,329.00	264,183.00	-1.9%
Unemployment Insurance		3501-3502	1,852.00	1,962.00	5.9%
Workers' Compensation		3601-3602	76,190.00	79,873.00	4.8%
OPEB, Allocated		3701-3702	78,482.00	86,877.00	10.7%
OPEB, Active Employees		3751-3752	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	0.00	0.00	0.0%
TOTAL, EMPLOYEE BENEFITS			1,432,693.00	1,554,618.00	8.5%
BOOKS AND SUPPLIES					
Books and Other Reference Materials		4200	0.00	0.00	0.0%
Materials and Supplies		4300	206,804.00	297,600.00	43.9%
Noncapitalized Equipment		4400	11,404.00	24,000.00	110.5%
Food		4700	4,083,798.00	5,673,932.00	38.9%
TOTAL, BOOKS AND SUPPLIES			4,302,006.00	5,995,532.00	39.4%

Description	Resource Codes	Object Codes	2019-20 Estimated Actuals	2020-21 Budget	Percent Difference
SERVICES AND OTHER OPERATING EXPENDITURES					
Subagreements for Services		5100	0.00	0.00	0.0%
Travel and Conferences		5200	2,194.00	4,800.00	118.8%
Dues and Memberships		5300	2,872.00	3,000.00	4.5%
Insurance		5400-5450	0.00	0.00	0.0%
Operations and Housekeeping Services		5500	51,413.00	44,500.00	-13.4%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	26,430.00	32,500.00	23.0%
Transfers of Direct Costs		5710	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	(32,717.00)	(41,000.00)	25.3%
Professional/Consulting Services and Operating Expenditures		5800	86,951.00	88,850.00	2.2%
Communications		5900	0.00	0.00	0.0%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			137,143.00	132,650.00	-3.3%
CAPITAL OUTLAY					
Buildings and Improvements of Buildings		6200	0.00	0.00	0.0%
Equipment		6400	0.00	25,000.00	New
Equipment Replacement		6500	0.00	0.00	0.0%
TOTAL, CAPITAL OUTLAY			0.00	25,000.00	New
OTHER OUTGO (excluding Transfers of Indirect Costs)					
Debt Service					
Debt Service - Interest		7438	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.0%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			0.00	0.00	0.0%
OTHER OUTGO - TRANSFERS OF INDIRECT COSTS					
Transfers of Indirect Costs - Interfund		7350	419,545.00	586,917.00	39.9%
TOTAL, OTHER OUTGO - TRANSFERS OF INDIRECT COSTS			419,545.00	586,917.00	39.9%
TOTAL, EXPENDITURES			10,063,244.00	12,270,290.00	21.9%

Description	Resource Codes	Object Codes	2019-20 Estimated Actuals	2020-21 Budget	Percent Difference
INTERFUND TRANSFERS					
INTERFUND TRANSFERS IN					
From: General Fund		8916	1,434,097.00	654,729.00	-54.3%
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			1,434,097.00	654,729.00	-54.3%
INTERFUND TRANSFERS OUT					
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.0%
OTHER SOURCES/USES					
SOURCES					
Other Sources					
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.0%
Long-Term Debt Proceeds					
Proceeds from Capital Leases		8972	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.0%
USES					
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.0%
CONTRIBUTIONS					
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)			1,434,097.00	654,729.00	-54.3%

Description	Function Codes	Object Codes	2019-20 Estimated Actuals	2020-21 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	7,729,091.00	10,836,240.00	40.2%
3) Other State Revenue		8300-8599	490,280.00	758,400.00	54.7%
4) Other Local Revenue		8600-8799	92,920.00	57,000.00	-38.7%
5) TOTAL, REVENUES			8,312,291.00	11,651,640.00	40.2%
B. EXPENDITURES (Objects 1000-7999)					
1) Instruction	1000-1999		0.00	0.00	0.0%
2) Instruction - Related Services	2000-2999		0.00	0.00	0.0%
3) Pupil Services	3000-3999		9,592,286.00	11,638,873.00	21.3%
4) Ancillary Services	4000-4999		0.00	0.00	0.0%
5) Community Services	5000-5999		0.00	0.00	0.0%
6) Enterprise	6000-6999		0.00	0.00	0.0%
7) General Administration	7000-7999		419,545.00	586,917.00	39.9%
8) Plant Services	8000-8999		51,413.00	44,500.00	-13.4%
9) Other Outgo	9000-9999	Except 7600-7699	0.00	0.00	0.0%
10) TOTAL, EXPENDITURES			10,063,244.00	12,270,290.00	21.9%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B10)			(1,750,953.00)	(618,650.00)	-64.7%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	1,434,097.00	654,729.00	-54.3%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			1,434,097.00	654,729.00	-54.3%

Description	Function Codes	Object Codes	2019-20 Estimated Actuals	2020-21 Budget	Percent Difference
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			(316,856.00)	36,079.00	-111.4%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	380,331.00	63,475.00	-83.3%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			380,331.00	63,475.00	-83.3%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			380,331.00	63,475.00	-83.3%
2) Ending Balance, June 30 (E + F1e)			63,475.00	99,554.00	56.8%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted			63,475.00	99,554.00	56.8%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments (by Resource/Object)		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments (by Resource/Object)		9780	0.00	0.00	0.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%

Resource	Description	2019-20		2020-21
		Estimated	Actuals	Budget
5310	Child Nutrition: School Programs (e.g., School Lunch, School I	48,918.00		77,267.00
5320	Child Nutrition: Child Care Food Program (CCFP) Claims-Cen	7,439.00		14,353.00
5330	Child Nutrition: Summer Food Service Program Operations	7,118.00		7,934.00
Total, Restricted Balance		63,475.00		99,554.00

Description	Resource Codes	Object Codes	2019-20 Estimated Actuals	2020-21 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	1,000,000.00	1,000,000.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	7,500.00	5,000.00	-33.3%
5) TOTAL, REVENUES			1,007,500.00	1,005,000.00	-0.2%
B. EXPENDITURES					
1) Certificated Salaries		1000-1999	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	0.00	0.00	0.0%
3) Employee Benefits		3000-3999	0.00	0.00	0.0%
4) Books and Supplies		4000-4999	10,976.00	10,000.00	-8.9%
5) Services and Other Operating Expenditures		5000-5999	127,102.00	55,000.00	-56.7%
6) Capital Outlay		6000-6999	940,860.00	1,247,000.00	32.5%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.0%
9) TOTAL, EXPENDITURES			1,078,938.00	1,312,000.00	21.6%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			(71,438.00)	(307,000.00)	329.7%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2019-20 Estimated Actuals	2020-21 Budget	Percent Difference
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			(71,438.00)	(307,000.00)	329.7%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited					
		9791	378,712.00	307,274.00	-18.9%
b) Audit Adjustments					
		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)					
			378,712.00	307,274.00	-18.9%
d) Other Restatements					
		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)					
			378,712.00	307,274.00	-18.9%
2) Ending Balance, June 30 (E + F1e)					
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash					
		9711	0.00	0.00	0.0%
Stores					
		9712	0.00	0.00	0.0%
Prepaid Items					
		9713	0.00	0.00	0.0%
All Others					
		9719	0.00	0.00	0.0%
b) Restricted					
		9740	307,274.00	274.00	-99.9%
c) Committed					
Stabilization Arrangements					
		9750	0.00	0.00	0.0%
Other Commitments					
		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments					
		9780	0.00	0.00	0.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties					
		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount					
		9790	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2019-20 Estimated Actuals	2020-21 Budget	Percent Difference
G. ASSETS					
1) Cash					
a) in County Treasury		9110	0.00		
1) Fair Value Adjustment to Cash in County Treasury		9111	0.00		
b) in Banks		9120	0.00		
c) in Revolving Cash Account		9130	0.00		
d) with Fiscal Agent/Trustee		9135	0.00		
e) Collections Awaiting Deposit		9140	0.00		
2) Investments		9150	0.00		
3) Accounts Receivable		9200	0.00		
4) Due from Grantor Government		9290	0.00		
5) Due from Other Funds		9310	0.00		
6) Stores		9320	0.00		
7) Prepaid Expenditures		9330	0.00		
8) Other Current Assets		9340	0.00		
9) TOTAL, ASSETS			0.00		
H. DEFERRED OUTFLOWS OF RESOURCES					
1) Deferred Outflows of Resources		9490	0.00		
2) TOTAL, DEFERRED OUTFLOWS			0.00		
I. LIABILITIES					
1) Accounts Payable		9500	0.00		
2) Due to Grantor Governments		9590	0.00		
3) Due to Other Funds		9610	0.00		
4) Current Loans		9640			
5) Unearned Revenue		9650	0.00		
6) TOTAL, LIABILITIES			0.00		
J. DEFERRED INFLOWS OF RESOURCES					
1) Deferred Inflows of Resources		9690	0.00		
2) TOTAL, DEFERRED INFLOWS			0.00		
K. FUND EQUITY					
Ending Fund Balance, June 30 (G9 + H2) - (I6 + J2)			0.00		

Description	Resource Codes	Object Codes	2019-20 Estimated Actuals	2020-21 Budget	Percent Difference
LCFF SOURCES					
LCFF Transfers					
LCFF Transfers - Current Year		8091	1,000,000.00	1,000,000.00	0.0%
LCFF/Revenue Limit Transfers - Prior Years		8099	0.00	0.00	0.0%
TOTAL, LCFF SOURCES			1,000,000.00	1,000,000.00	0.0%
OTHER STATE REVENUE					
All Other State Revenue					
		8590	0.00	0.00	0.0%
TOTAL, OTHER STATE REVENUE			0.00	0.00	0.0%
OTHER LOCAL REVENUE					
Other Local Revenue					
Community Redevelopment Funds Not Subject to LCFF Deduction		8625	0.00	0.00	0.0%
Sales					
Sale of Equipment/Supplies		8631	0.00	0.00	0.0%
Interest		8660	7,500.00	5,000.00	-33.3%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.0%
Other Local Revenue					
All Other Local Revenue		8699	0.00	0.00	0.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			7,500.00	5,000.00	-33.3%
TOTAL, REVENUES			1,007,500.00	1,005,000.00	-0.2%

Description	Resource Codes	Object Codes	2019-20 Estimated Actuals	2020-21 Budget	Percent Difference
CLASSIFIED SALARIES					
Classified Support Salaries		2200	0.00	0.00	0.0%
Other Classified Salaries		2900	0.00	0.00	0.0%
TOTAL, CLASSIFIED SALARIES			0.00	0.00	0.0%
EMPLOYEE BENEFITS					
STRS		3101-3102	0.00	0.00	0.0%
PERS		3201-3202	0.00	0.00	0.0%
OASDI/Medicare/Alternative		3301-3302	0.00	0.00	0.0%
Health and Welfare Benefits		3401-3402	0.00	0.00	0.0%
Unemployment Insurance		3501-3502	0.00	0.00	0.0%
Workers' Compensation		3601-3602	0.00	0.00	0.0%
OPEB, Allocated		3701-3702	0.00	0.00	0.0%
OPEB, Active Employees		3751-3752	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	0.00	0.00	0.0%
TOTAL, EMPLOYEE BENEFITS			0.00	0.00	0.0%
BOOKS AND SUPPLIES					
Books and Other Reference Materials		4200	0.00	0.00	0.0%
Materials and Supplies		4300	10,976.00	0.00	-100.0%
Noncapitalized Equipment		4400	0.00	10,000.00	New
TOTAL, BOOKS AND SUPPLIES			10,976.00	10,000.00	-8.9%

Description	Resource Codes	Object Codes	2019-20 Estimated Actuals	2020-21 Budget	Percent Difference
SERVICES AND OTHER OPERATING EXPENDITURES					
Subagreements for Services		5100	0.00	0.00	0.0%
Travel and Conferences		5200	0.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	0.00	0.00	0.0%
Transfers of Direct Costs		5710	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	0.00	0.00	0.0%
Professional/Consulting Services and Operating Expenditures		5800	127,102.00	55,000.00	-56.7%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			127,102.00	55,000.00	-56.7%
CAPITAL OUTLAY					
Land Improvements		6170	366,246.00	147,000.00	-59.9%
Buildings and Improvements of Buildings		6200	574,614.00	1,100,000.00	91.4%
Equipment		6400	0.00	0.00	0.0%
Equipment Replacement		6500	0.00	0.00	0.0%
TOTAL, CAPITAL OUTLAY			940,860.00	1,247,000.00	32.5%
OTHER OUTGO (excluding Transfers of Indirect Costs)					
Debt Service					
Debt Service - Interest		7438	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.0%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			0.00	0.00	0.0%
TOTAL, EXPENDITURES			1,078,938.00	1,312,000.00	21.6%

Description	Resource Codes	Object Codes	2019-20 Estimated Actuals	2020-21 Budget	Percent Difference
INTERFUND TRANSFERS					
INTERFUND TRANSFERS IN					
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.0%
INTERFUND TRANSFERS OUT					
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.0%
OTHER SOURCES/USES					
SOURCES					
Other Sources					
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.0%
Long-Term Debt Proceeds					
Proceeds from Capital Leases		8972	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.0%
USES					
Transfers of Funds from Lapsed/Reorganized LEAs					
		7651	0.00	0.00	0.0%
All Other Financing Uses					
		7699	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.0%
CONTRIBUTIONS					
Contributions from Unrestricted Revenues					
		8980	0.00	0.00	0.0%
Contributions from Restricted Revenues					
		8990	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)			0.00	0.00	0.0%

Description	Function Codes	Object Codes	2019-20 Estimated Actuals	2020-21 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	1,000,000.00	1,000,000.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	7,500.00	5,000.00	-33.3%
5) TOTAL, REVENUES			1,007,500.00	1,005,000.00	-0.2%
B. EXPENDITURES (Objects 1000-7999)					
1) Instruction	1000-1999		0.00	0.00	0.0%
2) Instruction - Related Services	2000-2999		0.00	0.00	0.0%
3) Pupil Services	3000-3999		0.00	0.00	0.0%
4) Ancillary Services	4000-4999		0.00	0.00	0.0%
5) Community Services	5000-5999		0.00	0.00	0.0%
6) Enterprise	6000-6999		0.00	0.00	0.0%
7) General Administration	7000-7999		0.00	0.00	0.0%
8) Plant Services	8000-8999		1,078,938.00	1,312,000.00	21.6%
9) Other Outgo	9000-9999	Except 7600-7699	0.00	0.00	0.0%
10) TOTAL, EXPENDITURES			1,078,938.00	1,312,000.00	21.6%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B10)			(71,438.00)	(307,000.00)	329.7%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%

Description	Function Codes	Object Codes	2019-20 Estimated Actuals	2020-21 Budget	Percent Difference
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			(71,438.00)	(307,000.00)	329.7%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	378,712.00	307,274.00	-18.9%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			378,712.00	307,274.00	-18.9%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			378,712.00	307,274.00	-18.9%
2) Ending Balance, June 30 (E + F1e)			307,274.00	274.00	-99.9%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted			307,274.00	274.00	-99.9%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments (by Resource/Object)		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments (by Resource/Object)		9780	0.00	0.00	0.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%

<u>Resource</u>	<u>Description</u>	<u>2019-20 Estimated Actuals</u>	<u>2020-21 Budget</u>
9010	Other Restricted Local	307,274.00	274.00
Total, Restricted Balance		<u>307,274.00</u>	<u>274.00</u>

Description	Resource Codes	Object Codes	2019-20 Estimated Actuals	2020-21 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	1,479.00	0.00	-100.0%
5) TOTAL, REVENUES			1,479.00	0.00	-100.0%
B. EXPENDITURES					
1) Certificated Salaries		1000-1999	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	0.00	0.00	0.0%
3) Employee Benefits		3000-3999	0.00	0.00	0.0%
4) Books and Supplies		4000-4999	0.00	0.00	0.0%
5) Services and Other Operating Expenditures		5000-5999	0.00	0.00	0.0%
6) Capital Outlay		6000-6999	0.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.0%
9) TOTAL, EXPENDITURES			0.00	0.00	0.0%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			1,479.00	0.00	-100.0%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	130,047.00	0.00	-100.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			(130,047.00)	0.00	-100.0%

Description	Resource Codes	Object Codes	2019-20 Estimated Actuals	2020-21 Budget	Percent Difference
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			(128,568.00)	0.00	-100.0%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited					
		9791	128,568.00	0.00	-100.0%
b) Audit Adjustments					
		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)					
			128,568.00	0.00	-100.0%
d) Other Restatements					
		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)					
			128,568.00	0.00	-100.0%
2) Ending Balance, June 30 (E + F1e)					
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash					
		9711	0.00	0.00	0.0%
Stores					
		9712	0.00	0.00	0.0%
Prepaid Items					
		9713	0.00	0.00	0.0%
All Others					
		9719	0.00	0.00	0.0%
b) Restricted					
		9740	0.00	0.00	0.0%
c) Committed					
Stabilization Arrangements					
		9750	0.00	0.00	0.0%
Other Commitments					
		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments					
		9780	0.00	0.00	0.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties					
		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount					
		9790	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2019-20 Estimated Actuals	2020-21 Budget	Percent Difference
G. ASSETS					
1) Cash					
a) in County Treasury		9110	0.00		
1) Fair Value Adjustment to Cash in County Treasury		9111	0.00		
b) in Banks		9120	0.00		
c) in Revolving Cash Account		9130	0.00		
d) with Fiscal Agent/Trustee		9135	0.00		
e) Collections Awaiting Deposit		9140	0.00		
2) Investments		9150	0.00		
3) Accounts Receivable		9200	0.00		
4) Due from Grantor Government		9290	0.00		
5) Due from Other Funds		9310	0.00		
6) Stores		9320	0.00		
7) Prepaid Expenditures		9330	0.00		
8) Other Current Assets		9340	0.00		
9) TOTAL, ASSETS			0.00		
H. DEFERRED OUTFLOWS OF RESOURCES					
1) Deferred Outflows of Resources		9490	0.00		
2) TOTAL, DEFERRED OUTFLOWS			0.00		
I. LIABILITIES					
1) Accounts Payable		9500	0.00		
2) Due to Grantor Governments		9590	0.00		
3) Due to Other Funds		9610	0.00		
4) Current Loans		9640			
5) Unearned Revenue		9650	0.00		
6) TOTAL, LIABILITIES			0.00		
J. DEFERRED INFLOWS OF RESOURCES					
1) Deferred Inflows of Resources		9690	0.00		
2) TOTAL, DEFERRED INFLOWS			0.00		
K. FUND EQUITY					
Ending Fund Balance, June 30 (G9 + H2) - (I6 + J2)			0.00		

Description	Resource Codes	Object Codes	2019-20 Estimated Actuals	2020-21 Budget	Percent Difference
OTHER LOCAL REVENUE					
Other Local Revenue					
Sales					
Sale of Equipment/Supplies		8631	0.00	0.00	0.0%
Interest		8660	1,479.00	0.00	-100.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			1,479.00	0.00	-100.0%
TOTAL, REVENUES			1,479.00	0.00	-100.0%

Description	Resource Codes	Object Codes	2019-20 Estimated Actuals	2020-21 Budget	Percent Difference
INTERFUND TRANSFERS					
INTERFUND TRANSFERS IN					
From: General Fund/CSSF		8912	0.00	0.00	0.0%
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.0%
INTERFUND TRANSFERS OUT					
To: General Fund/CSSF		7612	0.00	0.00	0.0%
To: State School Building Fund/ County School Facilities Fund		7613	0.00	0.00	0.0%
Other Authorized Interfund Transfers Out		7619	130,047.00	0.00	-100.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			130,047.00	0.00	-100.0%
OTHER SOURCES/USES					
SOURCES					
Other Sources					
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.0%
USES					
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.0%
CONTRIBUTIONS					
Contributions from Restricted Revenues		8990	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)			(130,047.00)	0.00	-100.0%

Description	Function Codes	Object Codes	2019-20 Estimated Actuals	2020-21 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	1,479.00	0.00	-100.0%
5) TOTAL, REVENUES			1,479.00	0.00	-100.0%
B. EXPENDITURES (Objects 1000-7999)					
1) Instruction	1000-1999		0.00	0.00	0.0%
2) Instruction - Related Services	2000-2999		0.00	0.00	0.0%
3) Pupil Services	3000-3999		0.00	0.00	0.0%
4) Ancillary Services	4000-4999		0.00	0.00	0.0%
5) Community Services	5000-5999		0.00	0.00	0.0%
6) Enterprise	6000-6999		0.00	0.00	0.0%
7) General Administration	7000-7999		0.00	0.00	0.0%
8) Plant Services	8000-8999		0.00	0.00	0.0%
9) Other Outgo	9000-9999	Except 7600-7699	0.00	0.00	0.0%
10) TOTAL, EXPENDITURES			0.00	0.00	0.0%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B10)			1,479.00	0.00	-100.0%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	130,047.00	0.00	-100.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			(130,047.00)	0.00	-100.0%

Description	Function Codes	Object Codes	2019-20 Estimated Actuals	2020-21 Budget	Percent Difference
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			(128,568.00)	0.00	-100.0%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	128,568.00	0.00	-100.0%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			128,568.00	0.00	-100.0%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			128,568.00	0.00	-100.0%
2) Ending Balance, June 30 (E + F1e)			0.00	0.00	0.0%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted			0.00	0.00	0.0%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments (by Resource/Object)		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments (by Resource/Object)		9780	0.00	0.00	0.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%

Resource	Description	2019-20 Estimated Actuals	2020-21 Budget
	Total, Restricted Balance	0.00	0.00

Description	Resource Codes	Object Codes	2019-20 Estimated Actuals	2020-21 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	403,545.00	800,000.00	98.2%
5) TOTAL, REVENUES			403,545.00	800,000.00	98.2%
B. EXPENDITURES					
1) Certificated Salaries		1000-1999	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	0.00	0.00	0.0%
3) Employee Benefits		3000-3999	0.00	0.00	0.0%
4) Books and Supplies		4000-4999	2,187,234.00	461,796.00	-78.9%
5) Services and Other Operating Expenditures		5000-5999	215,568.00	0.00	-100.0%
6) Capital Outlay		6000-6999	23,467,557.00	13,176,196.00	-43.9%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	159,869.00	0.00	-100.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.0%
9) TOTAL, EXPENDITURES			26,030,228.00	13,637,992.00	-47.6%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			(25,626,683.00)	(12,837,992.00)	-49.9%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	10,778,409.00	0.00	-100.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			10,778,409.00	0.00	-100.0%

Description	Resource Codes	Object Codes	2019-20 Estimated Actuals	2020-21 Budget	Percent Difference
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			(14,848,274.00)	(12,837,992.00)	-13.5%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	27,686,266.00	12,837,992.00	-53.6%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			27,686,266.00	12,837,992.00	-53.6%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			27,686,266.00	12,837,992.00	-53.6%
2) Ending Balance, June 30 (E + F1e)			12,837,992.00	0.00	-100.0%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted		9740	12,837,992.00	0.00	-100.0%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments		9780	0.00	0.00	0.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2019-20 Estimated Actuals	2020-21 Budget	Percent Difference
G. ASSETS					
1) Cash					
a) in County Treasury		9110	0.00		
1) Fair Value Adjustment to Cash in County Treasury		9111	0.00		
b) in Banks		9120	0.00		
c) in Revolving Cash Account		9130	0.00		
d) with Fiscal Agent/Trustee		9135	0.00		
e) Collections Awaiting Deposit		9140	0.00		
2) Investments		9150	0.00		
3) Accounts Receivable		9200	0.00		
4) Due from Grantor Government		9290	0.00		
5) Due from Other Funds		9310	0.00		
6) Stores		9320	0.00		
7) Prepaid Expenditures		9330	0.00		
8) Other Current Assets		9340	0.00		
9) TOTAL, ASSETS			0.00		
H. DEFERRED OUTFLOWS OF RESOURCES					
1) Deferred Outflows of Resources		9490	0.00		
2) TOTAL, DEFERRED OUTFLOWS			0.00		
I. LIABILITIES					
1) Accounts Payable		9500	0.00		
2) Due to Grantor Governments		9590	0.00		
3) Due to Other Funds		9610	0.00		
4) Current Loans		9640	0.00		
5) Unearned Revenue		9650	0.00		
6) TOTAL, LIABILITIES			0.00		
J. DEFERRED INFLOWS OF RESOURCES					
1) Deferred Inflows of Resources		9690	0.00		
2) TOTAL, DEFERRED INFLOWS			0.00		
K. FUND EQUITY					
Ending Fund Balance, June 30 (G9 + H2) - (I6 + J2)			0.00		

Description	Resource Codes	Object Codes	2019-20 Estimated Actuals	2020-21 Budget	Percent Difference
FEDERAL REVENUE					
FEMA		8281	0.00	0.00	0.0%
All Other Federal Revenue		8290	0.00	0.00	0.0%
TOTAL, FEDERAL REVENUE			0.00	0.00	0.0%
OTHER STATE REVENUE					
Tax Relief Subventions Restricted Levies - Other					
Homeowners' Exemptions		8575	0.00	0.00	0.0%
Other Subventions/In-Lieu Taxes		8576	0.00	0.00	0.0%
All Other State Revenue		8590	0.00	0.00	0.0%
TOTAL, OTHER STATE REVENUE			0.00	0.00	0.0%
OTHER LOCAL REVENUE					
Other Local Revenue County and District Taxes					
Other Restricted Levies Secured Roll		8615	0.00	0.00	0.0%
Unsecured Roll		8616	0.00	0.00	0.0%
Prior Years' Taxes		8617	0.00	0.00	0.0%
Supplemental Taxes		8618	0.00	0.00	0.0%
Non-Ad Valorem Taxes Parcel Taxes		8621	0.00	0.00	0.0%
Other		8622	0.00	0.00	0.0%
Community Redevelopment Funds Not Subject to LCFF Deduction		8625	0.00	0.00	0.0%
Penalties and Interest from Delinquent Non-LCFF Taxes		8629	0.00	0.00	0.0%
Sales Sale of Equipment/Supplies		8631	0.00	0.00	0.0%
Leases and Rentals		8650	0.00	0.00	0.0%
Interest		8660	400,000.00	800,000.00	100.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.0%
Other Local Revenue					
All Other Local Revenue		8699	3,545.00	0.00	-100.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			403,545.00	800,000.00	98.2%
TOTAL, REVENUES			403,545.00	800,000.00	98.2%

Description	Resource Codes	Object Codes	2019-20 Estimated Actuals	2020-21 Budget	Percent Difference
CLASSIFIED SALARIES					
Classified Support Salaries		2200	0.00	0.00	0.0%
Classified Supervisors' and Administrators' Salaries		2300	0.00	0.00	0.0%
Clerical, Technical and Office Salaries		2400	0.00	0.00	0.0%
Other Classified Salaries		2900	0.00	0.00	0.0%
TOTAL, CLASSIFIED SALARIES			0.00	0.00	0.0%
EMPLOYEE BENEFITS					
STRS		3101-3102	0.00	0.00	0.0%
PERS		3201-3202	0.00	0.00	0.0%
OASDI/Medicare/Alternative		3301-3302	0.00	0.00	0.0%
Health and Welfare Benefits		3401-3402	0.00	0.00	0.0%
Unemployment Insurance		3501-3502	0.00	0.00	0.0%
Workers' Compensation		3601-3602	0.00	0.00	0.0%
OPEB, Allocated		3701-3702	0.00	0.00	0.0%
OPEB, Active Employees		3751-3752	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	0.00	0.00	0.0%
TOTAL, EMPLOYEE BENEFITS			0.00	0.00	0.0%
BOOKS AND SUPPLIES					
Books and Other Reference Materials		4200	0.00	0.00	0.0%
Materials and Supplies		4300	814,372.00	417,289.00	-48.8%
Noncapitalized Equipment		4400	1,372,862.00	44,507.00	-96.8%
TOTAL, BOOKS AND SUPPLIES			2,187,234.00	461,796.00	-78.9%
SERVICES AND OTHER OPERATING EXPENDITURES					
Subagreements for Services		5100	0.00	0.00	0.0%
Travel and Conferences		5200	0.00	0.00	0.0%
Insurance		5400-5450	0.00	0.00	0.0%
Operations and Housekeeping Services		5500	0.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	0.00	0.00	0.0%
Transfers of Direct Costs		5710	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2019-20 Estimated Actuals	2020-21 Budget	Percent Difference
Professional/Consulting Services and Operating Expenditures		5800	215,568.00	0.00	-100.0%
Communications		5900	0.00	0.00	0.0%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			215,568.00	0.00	-100.0%
CAPITAL OUTLAY					
Land		6100	21,843.00	244,463.00	1019.2%
Land Improvements		6170	18,246.00	37,961.00	108.1%
Buildings and Improvements of Buildings		6200	23,385,146.00	10,923,781.00	-53.3%
Books and Media for New School Libraries or Major Expansion of School Libraries		6300	0.00	0.00	0.0%
Equipment		6400	42,322.00	1,969,991.00	4554.8%
Equipment Replacement		6500	0.00	0.00	0.0%
TOTAL, CAPITAL OUTLAY			23,467,557.00	13,176,196.00	-43.9%
OTHER OUTGO (excluding Transfers of Indirect Costs)					
Other Transfers Out					
All Other Transfers Out to All Others		7299	0.00	0.00	0.0%
Debt Service					
Repayment of State School Building Fund Aid - Proceeds from Bonds		7435	0.00	0.00	0.0%
Debt Service - Interest		7438	159,869.00	0.00	-100.0%
Other Debt Service - Principal		7439	0.00	0.00	0.0%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			159,869.00	0.00	-100.0%
TOTAL EXPENDITURES			26,030,228.00	13,637,992.00	-47.6%

Description	Resource Codes	Object Codes	2019-20 Estimated Actuals	2020-21 Budget	Percent Difference
INTERFUND TRANSFERS					
INTERFUND TRANSFERS IN					
Other Authorized Interfund Transfers In		8919	10,778,409.00	0.00	-100.0%
(a) TOTAL, INTERFUND TRANSFERS IN			10,778,409.00	0.00	-100.0%
INTERFUND TRANSFERS OUT					
To: State School Building Fund/ County School Facilities Fund		7613	0.00	0.00	0.0%
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2019-20 Estimated Actuals	2020-21 Budget	Percent Difference
OTHER SOURCES/USES					
SOURCES					
Proceeds					
Proceeds from Sale of Bonds		8951	0.00	0.00	0.0%
Proceeds from Disposal of Capital Assets		8953	0.00	0.00	0.0%
Other Sources					
County School Bldg Aid		8961	0.00	0.00	0.0%
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.0%
Long-Term Debt Proceeds					
Proceeds from Certificates of Participation		8971	0.00	0.00	0.0%
Proceeds from Capital Leases		8972	0.00	0.00	0.0%
Proceeds from Lease Revenue Bonds		8973	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.0%
USES					
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.0%
CONTRIBUTIONS					
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)			10,778,409.00	0.00	-100.0%

Description	Function Codes	Object Codes	2019-20 Estimated Actuals	2020-21 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	403,545.00	800,000.00	98.2%
5) TOTAL REVENUES			403,545.00	800,000.00	98.2%
B. EXPENDITURES (Objects 1000-7999)					
1) Instruction	1000-1999		0.00	0.00	0.0%
2) Instruction - Related Services	2000-2999		0.00	0.00	0.0%
3) Pupil Services	3000-3999		0.00	0.00	0.0%
4) Ancillary Services	4000-4999		0.00	0.00	0.0%
5) Community Services	5000-5999		0.00	0.00	0.0%
6) Enterprise	6000-6999		0.00	0.00	0.0%
7) General Administration	7000-7999		0.00	0.00	0.0%
8) Plant Services	8000-8999		25,870,359.00	13,637,992.00	-47.3%
9) Other Outgo	9000-9999	Except 7600-7699	159,869.00	0.00	-100.0%
10) TOTAL EXPENDITURES			26,030,228.00	13,637,992.00	-47.6%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B10)			(25,626,683.00)	(12,837,992.00)	-49.9%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	10,778,409.00	0.00	-100.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL OTHER FINANCING SOURCES/USES			10,778,409.00	0.00	-100.0%

Description	Function Codes	Object Codes	2019-20 Estimated Actuals	2020-21 Budget	Percent Difference
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			(14,848,274.00)	(12,837,992.00)	-13.5%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	27,686,266.00	12,837,992.00	-53.6%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			27,686,266.00	12,837,992.00	-53.6%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			27,686,266.00	12,837,992.00	-53.6%
2) Ending Balance, June 30 (E + F1e)			12,837,992.00	0.00	-100.0%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted			12,837,992.00	0.00	-100.0%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments (by Resource/Object)		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments (by Resource/Object)		9780	0.00	0.00	0.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%

<u>Resource</u>	<u>Description</u>	<u>2019-20 Estimated Actuals</u>	<u>2020-21 Budget</u>
9010	Other Restricted Local	12,837,992.00	0.00
Total, Restricted Balance		12,837,992.00	0.00

Description	Resource Codes	Object Codes	2019-20 Estimated Actuals	2020-21 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	907,650.00	907,650.00	0.0%
5) TOTAL REVENUES			907,650.00	907,650.00	0.0%
B. EXPENDITURES					
1) Certificated Salaries		1000-1999	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	0.00	0.00	0.0%
3) Employee Benefits		3000-3999	0.00	0.00	0.0%
4) Books and Supplies		4000-4999	0.00	0.00	0.0%
5) Services and Other Operating Expenditures		5000-5999	137,087.00	139,022.00	1.4%
6) Capital Outlay		6000-6999	0.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	3,356,703.00	0.00	-100.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.0%
9) TOTAL EXPENDITURES			3,493,790.00	139,022.00	-96.0%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			(2,586,140.00)	768,628.00	-129.7%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2019-20 Estimated Actuals	2020-21 Budget	Percent Difference
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			(2,586,140.00)	768,628.00	-129.7%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	8,564,860.00	5,978,720.00	-30.2%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			8,564,860.00	5,978,720.00	-30.2%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			8,564,860.00	5,978,720.00	-30.2%
2) Ending Balance, June 30 (E + F1e)			5,978,720.00	6,747,348.00	12.9%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted		9740	5,978,720.00	6,747,348.00	12.9%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments		9780	0.00	0.00	0.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2019-20 Estimated Actuals	2020-21 Budget	Percent Difference
G. ASSETS					
1) Cash					
a) in County Treasury		9110	0.00		
1) Fair Value Adjustment to Cash in County Treasury		9111	0.00		
b) in Banks		9120	0.00		
c) in Revolving Cash Account		9130	0.00		
d) with Fiscal Agent/Trustee		9135	0.00		
e) Collections Awaiting Deposit		9140	0.00		
2) Investments		9150	0.00		
3) Accounts Receivable		9200	0.00		
4) Due from Grantor Government		9290	0.00		
5) Due from Other Funds		9310	0.00		
6) Stores		9320	0.00		
7) Prepaid Expenditures		9330	0.00		
8) Other Current Assets		9340	0.00		
9) TOTAL, ASSETS			0.00		
H. DEFERRED OUTFLOWS OF RESOURCES					
1) Deferred Outflows of Resources		9490	0.00		
2) TOTAL, DEFERRED OUTFLOWS			0.00		
I. LIABILITIES					
1) Accounts Payable		9500	0.00		
2) Due to Grantor Governments		9590	0.00		
3) Due to Other Funds		9610	0.00		
4) Current Loans		9640	0.00		
5) Unearned Revenue		9650	0.00		
6) TOTAL, LIABILITIES			0.00		
J. DEFERRED INFLOWS OF RESOURCES					
1) Deferred Inflows of Resources		9690	0.00		
2) TOTAL, DEFERRED INFLOWS			0.00		
K. FUND EQUITY					
Ending Fund Balance, June 30 (G9 + H2) - (I6 + J2)			0.00		

Description	Resource Codes	Object Codes	2019-20 Estimated Actuals	2020-21 Budget	Percent Difference
OTHER STATE REVENUE					
Tax Relief Subventions					
Restricted Levies - Other					
Homeowners' Exemptions		8575	0.00	0.00	0.0%
Other Subventions/In-Lieu Taxes		8576	0.00	0.00	0.0%
All Other State Revenue		8590	0.00	0.00	0.0%
TOTAL, OTHER STATE REVENUE			0.00	0.00	0.0%
OTHER LOCAL REVENUE					
Other Local Revenue					
County and District Taxes					
Other Restricted Levies					
Secured Roll		8615	0.00	0.00	0.0%
Unsecured Roll		8616	0.00	0.00	0.0%
Prior Years' Taxes		8617	0.00	0.00	0.0%
Supplemental Taxes		8618	0.00	0.00	0.0%
Non-Ad Valorem Taxes					
Parcel Taxes		8621	0.00	0.00	0.0%
Other		8622	0.00	0.00	0.0%
Community Redevelopment Funds					
Not Subject to LCFF Deduction		8625	250,000.00	250,000.00	0.0%
Penalties and Interest from					
Delinquent Non-LCFF Taxes		8629	0.00	0.00	0.0%
Sales					
Sale of Equipment/Supplies		8631	0.00	0.00	0.0%
Interest					
			157,650.00	157,650.00	0.0%
Net Increase (Decrease) in the Fair Value of Investments					
			0.00	0.00	0.0%
Fees and Contracts					
Mitigation/Developer Fees		8681	500,000.00	500,000.00	0.0%
Other Local Revenue					
All Other Local Revenue		8699	0.00	0.00	0.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			907,650.00	907,650.00	0.0%
TOTAL, REVENUES			907,650.00	907,650.00	0.0%

Description	Resource Codes	Object Codes	2019-20 Estimated Actuals	2020-21 Budget	Percent Difference
CERTIFICATED SALARIES					
Other Certificated Salaries		1900	0.00	0.00	0.0%
TOTAL, CERTIFICATED SALARIES			0.00	0.00	0.0%
CLASSIFIED SALARIES					
Classified Support Salaries		2200	0.00	0.00	0.0%
Classified Supervisors' and Administrators' Salaries		2300	0.00	0.00	0.0%
Clerical, Technical and Office Salaries		2400	0.00	0.00	0.0%
Other Classified Salaries		2900	0.00	0.00	0.0%
TOTAL, CLASSIFIED SALARIES			0.00	0.00	0.0%
EMPLOYEE BENEFITS					
STRS		3101-3102	0.00	0.00	0.0%
PERS		3201-3202	0.00	0.00	0.0%
OASDI/Medicare/Alternative		3301-3302	0.00	0.00	0.0%
Health and Welfare Benefits		3401-3402	0.00	0.00	0.0%
Unemployment Insurance		3501-3502	0.00	0.00	0.0%
Workers' Compensation		3601-3602	0.00	0.00	0.0%
OPEB, Allocated		3701-3702	0.00	0.00	0.0%
OPEB, Active Employees		3751-3752	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	0.00	0.00	0.0%
TOTAL, EMPLOYEE BENEFITS			0.00	0.00	0.0%
BOOKS AND SUPPLIES					
Approved Textbooks and Core Curricula Materials		4100	0.00	0.00	0.0%
Books and Other Reference Materials		4200	0.00	0.00	0.0%
Materials and Supplies		4300	0.00	0.00	0.0%
Noncapitalized Equipment		4400	0.00	0.00	0.0%
TOTAL, BOOKS AND SUPPLIES			0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2019-20 Estimated Actuals	2020-21 Budget	Percent Difference
SERVICES AND OTHER OPERATING EXPENDITURES					
Subagreements for Services		5100	0.00	0.00	0.0%
Travel and Conferences		5200	0.00	0.00	0.0%
Insurance		5400-5450	0.00	0.00	0.0%
Operations and Housekeeping Services		5500	0.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	129,453.00	125,522.00	-3.0%
Transfers of Direct Costs		5710	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	0.00	0.00	0.0%
Professional/Consulting Services and Operating Expenditures		5800	7,634.00	13,500.00	76.8%
Communications		5900	0.00	0.00	0.0%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			137,087.00	139,022.00	1.4%
CAPITAL OUTLAY					
Land		6100	0.00	0.00	0.0%
Land Improvements		6170	0.00	0.00	0.0%
Buildings and Improvements of Buildings		6200	0.00	0.00	0.0%
Books and Media for New School Libraries or Major Expansion of School Libraries		6300	0.00	0.00	0.0%
Equipment		6400	0.00	0.00	0.0%
Equipment Replacement		6500	0.00	0.00	0.0%
TOTAL, CAPITAL OUTLAY			0.00	0.00	0.0%
OTHER OUTGO (excluding Transfers of Indirect Costs)					
Other Transfers Out					
All Other Transfers Out to All Others		7299	0.00	0.00	0.0%
Debt Service					
Debt Service - Interest		7438	182,703.00	0.00	-100.0%
Other Debt Service - Principal		7439	3,174,000.00	0.00	-100.0%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			3,356,703.00	0.00	-100.0%
TOTAL, EXPENDITURES			3,493,790.00	139,022.00	-96.0%

Description	Resource Codes	Object Codes	2019-20 Estimated Actuals	2020-21 Budget	Percent Difference
INTERFUND TRANSFERS					
INTERFUND TRANSFERS IN					
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.0%
INTERFUND TRANSFERS OUT					
To: State School Building Fund/ County School Facilities Fund		7613	0.00	0.00	0.0%
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.0%
OTHER SOURCES/USES					
SOURCES					
Proceeds					
Proceeds from Disposal of Capital Assets		8953	0.00	0.00	0.0%
Other Sources					
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.0%
Long-Term Debt Proceeds					
Proceeds from Certificates of Participation		8971	0.00	0.00	0.0%
Proceeds from Capital Leases		8972	0.00	0.00	0.0%
Proceeds from Lease Revenue Bonds		8973	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.0%
USES					
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.0%
CONTRIBUTIONS					
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)			0.00	0.00	0.0%

Description	Function Codes	Object Codes	2019-20 Estimated Actuals	2020-21 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	907,650.00	907,650.00	0.0%
5) TOTAL, REVENUES			907,650.00	907,650.00	0.0%
B. EXPENDITURES (Objects 1000-7999)					
1) Instruction	1000-1999		0.00	0.00	0.0%
2) Instruction - Related Services	2000-2999		0.00	0.00	0.0%
3) Pupil Services	3000-3999		0.00	0.00	0.0%
4) Ancillary Services	4000-4999		0.00	0.00	0.0%
5) Community Services	5000-5999		0.00	0.00	0.0%
6) Enterprise	6000-6999		0.00	0.00	0.0%
7) General Administration	7000-7999		7,634.00	13,500.00	76.8%
8) Plant Services	8000-8999		129,453.00	125,522.00	-3.0%
9) Other Outgo	9000-9999	Except 7600-7699	3,356,703.00	0.00	-100.0%
10) TOTAL, EXPENDITURES			3,493,790.00	139,022.00	-96.0%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B10)			(2,586,140.00)	768,628.00	-129.7%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%

Description	Function Codes	Object Codes	2019-20 Estimated Actuals	2020-21 Budget	Percent Difference
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			(2,586,140.00)	768,628.00	-129.7%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	8,564,860.00	5,978,720.00	-30.2%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			8,564,860.00	5,978,720.00	-30.2%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			8,564,860.00	5,978,720.00	-30.2%
2) Ending Balance, June 30 (E + F1e)			5,978,720.00	6,747,348.00	12.9%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted			5,978,720.00	6,747,348.00	12.9%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments (by Resource/Object)		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments (by Resource/Object)		9780	0.00	0.00	0.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%

Resource	Description	2019-20 Estimated Actuals	2020-21 Budget
9010	Other Restricted Local	5,978,720.00	6,747,348.00
Total, Restricted Balance		5,978,720.00	6,747,348.00

Description	Resource Codes	Object Codes	2019-20 Estimated Actuals	2020-21 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	10,778,409.00	0.00	-100.0%
4) Other Local Revenue		8600-8799	194,000.00	200,000.00	3.1%
5) TOTAL, REVENUES			10,972,409.00	200,000.00	-98.2%
B. EXPENDITURES					
1) Certificated Salaries		1000-1999	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	0.00	0.00	0.0%
3) Employee Benefits		3000-3999	0.00	0.00	0.0%
4) Books and Supplies		4000-4999	0.00	0.00	0.0%
5) Services and Other Operating Expenditures		5000-5999	0.00	0.00	0.0%
6) Capital Outlay		6000-6999	0.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.0%
9) TOTAL, EXPENDITURES			0.00	0.00	0.0%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			10,972,409.00	200,000.00	-98.2%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	10,778,409.00	0.00	-100.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			(10,778,409.00)	0.00	-100.0%

Description	Resource Codes	Object Codes	2019-20 Estimated Actuals	2020-21 Budget	Percent Difference
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			194,000.00	200,000.00	3.1%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited					
		9791	9,608,957.00	9,802,957.00	2.0%
b) Audit Adjustments					
		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)					
			9,608,957.00	9,802,957.00	2.0%
d) Other Restatements					
		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)					
			9,608,957.00	9,802,957.00	2.0%
2) Ending Balance, June 30 (E + F1e)					
			9,802,957.00	10,002,957.00	2.0%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash					
		9711	0.00	0.00	0.0%
Stores					
		9712	0.00	0.00	0.0%
Prepaid Items					
		9713	0.00	0.00	0.0%
All Others					
		9719	0.00	0.00	0.0%
b) Restricted					
		9740	9,802,957.00	10,002,957.00	2.0%
c) Committed					
Stabilization Arrangements					
		9750	0.00	0.00	0.0%
Other Commitments					
		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments					
		9780	0.00	0.00	0.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties					
		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount					
		9790	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2019-20 Estimated Actuals	2020-21 Budget	Percent Difference
G. ASSETS					
1) Cash					
a) in County Treasury		9110	0.00		
1) Fair Value Adjustment to Cash in County Treasury		9111	0.00		
b) in Banks		9120	0.00		
c) in Revolving Cash Account		9130	0.00		
d) with Fiscal Agent/Trustee		9135	0.00		
e) Collections Awaiting Deposit		9140	0.00		
2) Investments		9150	0.00		
3) Accounts Receivable		9200	0.00		
4) Due from Grantor Government		9290	0.00		
5) Due from Other Funds		9310	0.00		
6) Stores		9320	0.00		
7) Prepaid Expenditures		9330	0.00		
8) Other Current Assets		9340	0.00		
9) TOTAL, ASSETS			0.00		
H. DEFERRED OUTFLOWS OF RESOURCES					
1) Deferred Outflows of Resources		9490	0.00		
2) TOTAL, DEFERRED OUTFLOWS			0.00		
I. LIABILITIES					
1) Accounts Payable		9500	0.00		
2) Due to Grantor Governments		9590	0.00		
3) Due to Other Funds		9610	0.00		
4) Current Loans		9640	0.00		
5) Unearned Revenue		9650	0.00		
6) TOTAL, LIABILITIES			0.00		
J. DEFERRED INFLOWS OF RESOURCES					
1) Deferred Inflows of Resources		9690	0.00		
2) TOTAL, DEFERRED INFLOWS			0.00		
K. FUND EQUITY					
Ending Fund Balance, June 30 (G9 + H2) - (I6 + J2)			0.00		

Description	Resource Codes	Object Codes	2019-20 Estimated Actuals	2020-21 Budget	Percent Difference
FEDERAL REVENUE					
All Other Federal Revenue		8290	0.00	0.00	0.0%
TOTAL, FEDERAL REVENUE			0.00	0.00	0.0%
OTHER STATE REVENUE					
School Facilities Apportionments		8545	10,778,409.00	0.00	-100.0%
Pass-Through Revenues from State Sources		8587	0.00	0.00	0.0%
All Other State Revenue		8590	0.00	0.00	0.0%
TOTAL, OTHER STATE REVENUE			10,778,409.00	0.00	-100.0%
OTHER LOCAL REVENUE					
Sales					
Sale of Equipment/Supplies		8631	0.00	0.00	0.0%
Leases and Rentals		8650	0.00	0.00	0.0%
Interest		8660	194,000.00	200,000.00	3.1%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.0%
Other Local Revenue					
All Other Local Revenue		8699	0.00	0.00	0.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			194,000.00	200,000.00	3.1%
TOTAL, REVENUES			10,972,409.00	200,000.00	-98.2%

Description	Resource Codes	Object Codes	2019-20 Estimated Actuals	2020-21 Budget	Percent Difference
CLASSIFIED SALARIES					
Classified Support Salaries		2200	0.00	0.00	0.0%
Classified Supervisors' and Administrators' Salaries		2300	0.00	0.00	0.0%
Clerical, Technical and Office Salaries		2400	0.00	0.00	0.0%
Other Classified Salaries		2900	0.00	0.00	0.0%
TOTAL, CLASSIFIED SALARIES			0.00	0.00	0.0%
EMPLOYEE BENEFITS					
STRS		3101-3102	0.00	0.00	0.0%
PERS		3201-3202	0.00	0.00	0.0%
OASDI/Medicare/Alternative		3301-3302	0.00	0.00	0.0%
Health and Welfare Benefits		3401-3402	0.00	0.00	0.0%
Unemployment Insurance		3501-3502	0.00	0.00	0.0%
Workers' Compensation		3601-3602	0.00	0.00	0.0%
OPEB, Allocated		3701-3702	0.00	0.00	0.0%
OPEB, Active Employees		3751-3752	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	0.00	0.00	0.0%
TOTAL, EMPLOYEE BENEFITS			0.00	0.00	0.0%
BOOKS AND SUPPLIES					
Books and Other Reference Materials		4200	0.00	0.00	0.0%
Materials and Supplies		4300	0.00	0.00	0.0%
Noncapitalized Equipment		4400	0.00	0.00	0.0%
TOTAL, BOOKS AND SUPPLIES			0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2019-20 Estimated Actuals	2020-21 Budget	Percent Difference
SERVICES AND OTHER OPERATING EXPENDITURES					
Subagreements for Services		5100	0.00	0.00	0.0%
Travel and Conferences		5200	0.00	0.00	0.0%
Insurance		5400-5450	0.00	0.00	0.0%
Operations and Housekeeping Services		5500	0.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	0.00	0.00	0.0%
Transfers of Direct Costs		5710	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	0.00	0.00	0.0%
Professional/Consulting Services and Operating Expenditures		5800	0.00	0.00	0.0%
Communications		5900	0.00	0.00	0.0%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			0.00	0.00	0.0%
CAPITAL OUTLAY					
Land		6100	0.00	0.00	0.0%
Land Improvements		6170	0.00	0.00	0.0%
Buildings and Improvements of Buildings		6200	0.00	0.00	0.0%
Books and Media for New School Libraries or Major Expansion of School Libraries		6300	0.00	0.00	0.0%
Equipment		6400	0.00	0.00	0.0%
Equipment Replacement		6500	0.00	0.00	0.0%
TOTAL, CAPITAL OUTLAY			0.00	0.00	0.0%
OTHER OUTGO (excluding Transfers of Indirect Costs)					
Other Transfers Out					
Transfers of Pass-Through Revenues To Districts or Charter Schools		7211	0.00	0.00	0.0%
To County Offices		7212	0.00	0.00	0.0%
To JPAs		7213	0.00	0.00	0.0%
All Other Transfers Out to All Others		7299	0.00	0.00	0.0%
Debt Service					
Debt Service - Interest		7438	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.0%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			0.00	0.00	0.0%
TOTAL, EXPENDITURES			0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2019-20 Estimated Actuals	2020-21 Budget	Percent Difference
INTERFUND TRANSFERS					
INTERFUND TRANSFERS IN					
To: State School Building Fund/ County School Facilities Fund From: All Other Funds		8913	0.00	0.00	0.0%
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.0%
INTERFUND TRANSFERS OUT					
To: State School Building Fund/ County School Facilities Fund		7613	0.00	0.00	0.0%
Other Authorized Interfund Transfers Out		7619	10,778,409.00	0.00	-100.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			10,778,409.00	0.00	-100.0%

Description	Resource Codes	Object Codes	2019-20 Estimated Actuals	2020-21 Budget	Percent Difference
OTHER SOURCES/USES					
SOURCES					
Proceeds					
Proceeds from Disposal of Capital Assets		8953	0.00	0.00	0.0%
Other Sources					
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.0%
Long-Term Debt Proceeds					
Proceeds from Certificates of Participation		8971	0.00	0.00	0.0%
Proceeds from Capital Leases		8972	0.00	0.00	0.0%
Proceeds from Lease Revenue Bonds		8973	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.0%
USES					
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.0%
CONTRIBUTIONS					
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)			(10,778,409.00)	0.00	-100.0%

Description	Function Codes	Object Codes	2019-20 Estimated Actuals	2020-21 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	10,778,409.00	0.00	-100.0%
4) Other Local Revenue		8600-8799	194,000.00	200,000.00	3.1%
5) TOTAL REVENUES			10,972,409.00	200,000.00	-98.2%
B. EXPENDITURES (Objects 1000-7999)					
1) Instruction	1000-1999		0.00	0.00	0.0%
2) Instruction - Related Services	2000-2999		0.00	0.00	0.0%
3) Pupil Services	3000-3999		0.00	0.00	0.0%
4) Ancillary Services	4000-4999		0.00	0.00	0.0%
5) Community Services	5000-5999		0.00	0.00	0.0%
6) Enterprise	6000-6999		0.00	0.00	0.0%
7) General Administration	7000-7999		0.00	0.00	0.0%
8) Plant Services	8000-8999		0.00	0.00	0.0%
9) Other Outgo	9000-9999	Except 7600-7699	0.00	0.00	0.0%
10) TOTAL EXPENDITURES			0.00	0.00	0.0%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B10)			10,972,409.00	200,000.00	-98.2%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	10,778,409.00	0.00	-100.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL OTHER FINANCING SOURCES/USES			(10,778,409.00)	0.00	-100.0%

Description	Function Codes	Object Codes	2019-20 Estimated Actuals	2020-21 Budget	Percent Difference
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			194,000.00	200,000.00	3.1%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	9,608,957.00	9,802,957.00	2.0%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			9,608,957.00	9,802,957.00	2.0%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			9,608,957.00	9,802,957.00	2.0%
2) Ending Balance, June 30 (E + F1e)			9,802,957.00	10,002,957.00	2.0%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted			9,802,957.00	10,002,957.00	2.0%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments (by Resource/Object)		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments (by Resource/Object)		9780	0.00	0.00	0.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%

Resource	Description	2019-20 Estimated Actuals	2020-21 Budget
7710	State School Facilities Projects	9,802,957.00	10,002,957.00
Total, Restricted Balance		9,802,957.00	10,002,957.00

Description	Resource Codes	Object Codes	2019-20 Estimated Actuals	2020-21 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	98,649.00	104,610.00	6.0%
4) Other Local Revenue		8600-8799	14,299,568.00	14,940,025.00	4.5%
5) TOTAL, REVENUES			14,398,217.00	15,044,635.00	4.5%
B. EXPENDITURES					
1) Certificated Salaries		1000-1999	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	0.00	0.00	0.0%
3) Employee Benefits		3000-3999	0.00	0.00	0.0%
4) Books and Supplies		4000-4999	0.00	0.00	0.0%
5) Services and Other Operating Expenditures		5000-5999	0.00	0.00	0.0%
6) Capital Outlay		6000-6999	0.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	17,032,200.00	16,215,596.00	-4.8%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.0%
9) TOTAL, EXPENDITURES			17,032,200.00	16,215,596.00	-4.8%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			(2,633,983.00)	(1,170,961.00)	-55.5%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	134,854.00	0.00	-100.0%
b) Transfers Out		7600-7629	134,854.00	0.00	-100.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2019-20 Estimated Actuals	2020-21 Budget	Percent Difference
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			(2,633,983.00)	(1,170,961.00)	-55.5%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	15,496,808.00	12,862,825.00	-17.0%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			15,496,808.00	12,862,825.00	-17.0%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			15,496,808.00	12,862,825.00	-17.0%
2) Ending Balance, June 30 (E + F1e)			12,862,825.00	11,691,864.00	-9.1%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted		9740	12,862,825.00	11,691,864.00	-9.1%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments		9780	0.00	0.00	0.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2019-20 Estimated Actuals	2020-21 Budget	Percent Difference
G. ASSETS					
1) Cash					
a) in County Treasury		9110	0.00		
1) Fair Value Adjustment to Cash in County Treasury		9111	0.00		
b) in Banks		9120	0.00		
c) in Revolving Cash Account		9130	0.00		
d) with Fiscal Agent/Trustee		9135	0.00		
e) Collections Awaiting Deposit		9140	0.00		
2) Investments		9150	0.00		
3) Accounts Receivable		9200	0.00		
4) Due from Grantor Government		9290	0.00		
5) Due from Other Funds		9310	0.00		
6) Stores		9320	0.00		
7) Prepaid Expenditures		9330	0.00		
8) Other Current Assets		9340	0.00		
9) TOTAL, ASSETS			0.00		
H. DEFERRED OUTFLOWS OF RESOURCES					
1) Deferred Outflows of Resources		9490	0.00		
2) TOTAL, DEFERRED OUTFLOWS			0.00		
I. LIABILITIES					
1) Accounts Payable		9500	0.00		
2) Due to Grantor Governments		9590	0.00		
3) Due to Other Funds		9610	0.00		
4) Current Loans		9640	0.00		
5) Unearned Revenue		9650	0.00		
6) TOTAL, LIABILITIES			0.00		
J. DEFERRED INFLOWS OF RESOURCES					
1) Deferred Inflows of Resources		9690	0.00		
2) TOTAL, DEFERRED INFLOWS			0.00		
K. FUND EQUITY					
Ending Fund Balance, June 30 (G9 + H2) - (I6 + J2)			0.00		

Description	Resource Codes	Object Codes	2019-20 Estimated Actuals	2020-21 Budget	Percent Difference
FEDERAL REVENUE					
All Other Federal Revenue		8290	0.00	0.00	0.0%
TOTAL, FEDERAL REVENUE			0.00	0.00	0.0%
OTHER STATE REVENUE					
Tax Relief Subventions Voted Indebtedness Levies					
Homeowners' Exemptions		8571	98,649.00	104,610.00	6.0%
Other Subventions/In-Lieu Taxes		8572	0.00	0.00	0.0%
TOTAL, OTHER STATE REVENUE			98,649.00	104,610.00	6.0%
OTHER LOCAL REVENUE					
Other Local Revenue County and District Taxes Voted Indebtedness Levies					
Secured Roll		8611	13,283,015.00	14,085,766.00	6.0%
Unsecured Roll		8612	786,553.00	771,259.00	-1.9%
Prior Years' Taxes		8613	0.00	0.00	0.0%
Supplemental Taxes		8614	0.00	0.00	0.0%
Penalties and Interest from Delinquent Non-LCFF Taxes		8629	0.00	0.00	0.0%
Interest		8660	230,000.00	83,000.00	-63.9%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.0%
Other Local Revenue					
All Other Local Revenue		8699	0.00	0.00	0.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			14,299,568.00	14,940,025.00	4.5%
TOTAL, REVENUES			14,398,217.00	15,044,635.00	4.5%

Description	Resource Codes	Object Codes	2019-20 Estimated Actuals	2020-21 Budget	Percent Difference
OTHER OUTGO (excluding Transfers of Indirect Costs)					
Debt Service					
Bond Redemptions		7433	5,952,573.00	5,995,000.00	0.7%
Bond Interest and Other Service Charges		7434	11,079,627.00	10,220,596.00	-7.8%
Debt Service - Interest		7438	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.0%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			17,032,200.00	16,215,596.00	-4.8%
TOTAL, EXPENDITURES			17,032,200.00	16,215,596.00	-4.8%

Description	Resource Codes	Object Codes	2019-20 Estimated Actuals	2020-21 Budget	Percent Difference
INTERFUND TRANSFERS					
INTERFUND TRANSFERS IN					
Other Authorized Interfund Transfers In		8919	134,854.00	0.00	-100.0%
(a) TOTAL, INTERFUND TRANSFERS IN			134,854.00	0.00	-100.0%
INTERFUND TRANSFERS OUT					
To: General Fund		7614	0.00	0.00	0.0%
Other Authorized Interfund Transfers Out		7619	134,854.00	0.00	-100.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			134,854.00	0.00	-100.0%
OTHER SOURCES/USES					
SOURCES					
Other Sources					
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.0%
USES					
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.0%
CONTRIBUTIONS					
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)			0.00	0.00	0.0%

Description	Function Codes	Object Codes	2019-20 Estimated Actuals	2020-21 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	98,649.00	104,610.00	6.0%
4) Other Local Revenue		8600-8799	14,299,568.00	14,940,025.00	4.5%
5) TOTAL, REVENUES			14,398,217.00	15,044,635.00	4.5%
B. EXPENDITURES (Objects 1000-7999)					
1) Instruction	1000-1999		0.00	0.00	0.0%
2) Instruction - Related Services	2000-2999		0.00	0.00	0.0%
3) Pupil Services	3000-3999		0.00	0.00	0.0%
4) Ancillary Services	4000-4999		0.00	0.00	0.0%
5) Community Services	5000-5999		0.00	0.00	0.0%
6) Enterprise	6000-6999		0.00	0.00	0.0%
7) General Administration	7000-7999		0.00	0.00	0.0%
8) Plant Services	8000-8999		0.00	0.00	0.0%
9) Other Outgo	9000-9999	Except 7600-7699	17,032,200.00	16,215,596.00	-4.8%
10) TOTAL, EXPENDITURES			17,032,200.00	16,215,596.00	-4.8%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B10)			(2,633,983.00)	(1,170,961.00)	-55.5%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	134,854.00	0.00	-100.0%
b) Transfers Out		7600-7629	134,854.00	0.00	-100.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%

Description	Function Codes	Object Codes	2019-20 Estimated Actuals	2020-21 Budget	Percent Difference
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			(2,633,983.00)	(1,170,961.00)	-55.5%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	15,496,808.00	12,862,825.00	-17.0%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			15,496,808.00	12,862,825.00	-17.0%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			15,496,808.00	12,862,825.00	-17.0%
2) Ending Balance, June 30 (E + F1e)			12,862,825.00	11,691,864.00	-9.1%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted			12,862,825.00	11,691,864.00	-9.1%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments (by Resource/Object)		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments (by Resource/Object)		9780	0.00	0.00	0.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%

Resource	Description	2019-20 Estimated Actuals	2020-21 Budget
9010	Other Restricted Local	12,862,825.00	11,691,864.00
Total, Restricted Balance		<u>12,862,825.00</u>	<u>11,691,864.00</u>

Description	Resource Codes	Object Codes	2019-20 Estimated Actuals	2020-21 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	4,421,078.00	476,777.00	-89.2%
5) TOTAL, REVENUES			4,421,078.00	476,777.00	-89.2%
B. EXPENSES					
1) Certificated Salaries		1000-1999	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	0.00	0.00	0.0%
3) Employee Benefits		3000-3999	0.00	0.00	0.0%
4) Books and Supplies		4000-4999	0.00	0.00	0.0%
5) Services and Other Operating Expenses		5000-5999	3,613,066.00	3,231,887.00	-10.6%
6) Depreciation		6000-6999	0.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.0%
9) TOTAL, EXPENSES			3,613,066.00	3,231,887.00	-10.6%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENSES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			808,012.00	(2,755,110.00)	-441.0%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2019-20 Estimated Actuals	2020-21 Budget	Percent Difference
E. NET INCREASE (DECREASE) IN NET POSITION (C + D4)			808,012.00	(2,755,110.00)	-441.0%
F. NET POSITION					
1) Beginning Net Position					
a) As of July 1 - Unaudited		9791	9,903,216.00	10,711,228.00	8.2%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			9,903,216.00	10,711,228.00	8.2%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Net Position (F1c + F1d)			9,903,216.00	10,711,228.00	8.2%
2) Ending Net Position, June 30 (E + F1e)			10,711,228.00	7,956,118.00	-25.7%
Components of Ending Net Position					
a) Net Investment in Capital Assets		9796	0.00	0.00	0.0%
b) Restricted Net Position		9797	0.00	0.00	0.0%
c) Unrestricted Net Position		9790	10,711,228.00	7,956,118.00	-25.7%

Description	Resource Codes	Object Codes	2019-20 Estimated Actuals	2020-21 Budget	Percent Difference
G. ASSETS					
1) Cash					
a) in County Treasury		9110	0.00		
1) Fair Value Adjustment to Cash in County Treasury		9111	0.00		
b) in Banks		9120	0.00		
c) in Revolving Cash Account		9130	0.00		
d) with Fiscal Agent/Trustee		9135	0.00		
e) Collections Awaiting Deposit		9140	0.00		
2) Investments		9150	0.00		
3) Accounts Receivable		9200	0.00		
4) Due from Grantor Government		9290	0.00		
5) Due from Other Funds		9310	0.00		
6) Stores		9320	0.00		
7) Prepaid Expenditures		9330	0.00		
8) Other Current Assets		9340	0.00		
9) Fixed Assets		9400			
10) TOTAL, ASSETS			0.00		
H. DEFERRED OUTFLOWS OF RESOURCES					
1) Deferred Outflows of Resources		9490	0.00		
2) TOTAL, DEFERRED OUTFLOWS			0.00		

Description	Resource Codes	Object Codes	2019-20 Estimated Actuals	2020-21 Budget	Percent Difference
I. LIABILITIES					
1) Accounts Payable		9500	0.00		
2) Due to Grantor Governments		9590	0.00		
3) Due to Other Funds		9610	0.00		
4) Current Loans		9640			
5) Unearned Revenue		9650	0.00		
6) Long-Term Liabilities					
a) Net Pension Liability		9663	0.00		
b) Total/Net OPEB Liability		9664	0.00		
c) Compensated Absences		9665	0.00		
d) COPs Payable		9666	0.00		
e) Capital Leases Payable		9667	0.00		
f) Lease Revenue Bonds Payable		9668	0.00		
g) Other General Long-Term Liabilities		9669	0.00		
7) TOTAL, LIABILITIES			0.00		
J. DEFERRED INFLOWS OF RESOURCES					
1) Deferred Inflows of Resources		9690	0.00		
2) TOTAL, DEFERRED INFLOWS			0.00		
K. NET POSITION					
Net Position, June 30 (G10 + H2) - (I7 + J2)			0.00		

Description	Resource Codes	Object Codes	2019-20 Estimated Actuals	2020-21 Budget	Percent Difference
OTHER LOCAL REVENUE					
Other Local Revenue					
Interest		8660	67,740.00	67,740.00	0.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.0%
Fees and Contracts					
In-District Premiums/ Contributions		8674	4,353,338.00	409,037.00	-90.6%
Other Local Revenue					
All Other Local Revenue		8699	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			4,421,078.00	476,777.00	-89.2%
TOTAL, REVENUES			4,421,078.00	476,777.00	-89.2%
SERVICES AND OTHER OPERATING EXPENSES					
Subagreements for Services		5100	0.00	0.00	0.0%
Professional/Consulting Services and Operating Expenditures		5800	3,613,066.00	3,231,887.00	-10.6%
TOTAL, SERVICES AND OTHER OPERATING EXPENSES			3,613,066.00	3,231,887.00	-10.6%
TOTAL, EXPENSES			3,613,066.00	3,231,887.00	-10.6%

Description	Resource Codes	Object Codes	2019-20 Estimated Actuals	2020-21 Budget	Percent Difference
INTERFUND TRANSFERS					
INTERFUND TRANSFERS IN					
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.0%
OTHER SOURCES/USES					
SOURCES					
Other Sources					
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.0%
USES					
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.0%
CONTRIBUTIONS					
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES (a + c - d + e)			0.00	0.00	0.0%

Description	Function Codes	Object Codes	2019-20 Estimated Actuals	2020-21 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	4,421,078.00	476,777.00	-89.2%
5) TOTAL, REVENUES			4,421,078.00	476,777.00	-89.2%
B. EXPENSES (Objects 1000-7999)					
1) Instruction	1000-1999		0.00	0.00	0.0%
2) Instruction - Related Services	2000-2999		0.00	0.00	0.0%
3) Pupil Services	3000-3999		0.00	0.00	0.0%
4) Ancillary Services	4000-4999		0.00	0.00	0.0%
5) Community Services	5000-5999		0.00	0.00	0.0%
6) Enterprise	6000-6999		3,613,066.00	3,231,887.00	-10.6%
7) General Administration	7000-7999		0.00	0.00	0.0%
8) Plant Services	8000-8999		0.00	0.00	0.0%
9) Other Outgo	9000-9999	Except 7600-7699	0.00	0.00	0.0%
10) TOTAL, EXPENSES			3,613,066.00	3,231,887.00	-10.6%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENSES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B10)			808,012.00	(2,755,110.00)	-441.0%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%

Description	Function Codes	Object Codes	2019-20 Estimated Actuals	2020-21 Budget	Percent Difference
E. NET INCREASE (DECREASE) IN NET POSITION (C + D4)			808,012.00	(2,755,110.00)	-441.0%
F. NET POSITION					
1) Beginning Net Position					
a) As of July 1 - Unaudited		9791	9,903,216.00	10,711,228.00	8.2%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			9,903,216.00	10,711,228.00	8.2%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Net Position (F1c + F1d)			9,903,216.00	10,711,228.00	8.2%
2) Ending Net Position, June 30 (E + F1e)			10,711,228.00	7,956,118.00	-25.7%
Components of Ending Net Position					
a) Net Investment in Capital Assets		9796	0.00	0.00	0.0%
b) Restricted Net Position		9797	0.00	0.00	0.0%
c) Unrestricted Net Position		9790	10,711,228.00	7,956,118.00	-25.7%

Resource	Description	2019-20 Estimated Actuals	2020-21 Budget
9010	Other Restricted Local	10,711,228.00	7,956,118.00
Total, Restricted Net Position		<u>10,711,228.00</u>	<u>7,956,118.00</u>

Provide methodology and assumptions used to estimate ADA, enrollment, revenues, expenditures, reserves and fund balance, and multiyear commitments (including cost-of-living adjustments).

Deviations from the standards must be explained and may affect the approval of the budget.

CRITERIA AND STANDARDS

1. CRITERION: Average Daily Attendance

STANDARD: Funded average daily attendance (ADA) has not been overestimated in 1) the first prior fiscal year OR in 2) two or more of the previous three fiscal years by more than the following percentage levels:

Percentage Level	District ADA		
3.0%	0	to	300
2.0%	301	to	1,000
1.0%	1,001	and	over

District ADA (Form A, Estimated P-2 ADA column, lines A4 and C4):

District's ADA Standard Percentage Level:

1A. Calculating the District's ADA Variances

DATA ENTRY: For the Third, Second, and First Prior Years, enter Estimated Funded ADA in the Original Budget Funded ADA column; enter district regular ADA and charter school ADA corresponding to financial data reported in the General Fund, only, for the Third, Second, and First Prior Years. All other data are extracted.

Fiscal Year	Original Budget Funded ADA (Form A, Lines A4 and C4)	Estimated/Unaudited Actuals Funded ADA (Form A, Lines A4 and C4)	ADA Variance Level (If Budget is greater than Actuals, else N/A)	Status
Third Prior Year (2017-18)				
District Regular	16,173	15,984		
Charter School				
Total ADA	16,173	15,984	1.2%	Not Met
Second Prior Year (2018-19)				
District Regular	15,984	15,982		
Charter School				
Total ADA	15,984	15,982	0.0%	Met
First Prior Year (2019-20)				
District Regular	15,603	15,618		
Charter School		0		
Total ADA	15,603	15,618	N/A	Met
Budget Year (2020-21)				
District Regular	15,194			
Charter School	0			
Total ADA	15,194			

1B. Comparison of District ADA to the Standard

DATA ENTRY: Enter an explanation if the standard is not met.

1a. STANDARD MET - Funded ADA has not been overestimated by more than the standard percentage level for the first prior year.

Explanation:
(required if NOT met)

1b. STANDARD MET - Funded ADA has not been overestimated by more than the standard percentage level for two or more of the previous three years.

Explanation:
(required if NOT met)

District ADA projections at the 2017-18 Adopted Budget were based on flat enrollment and historical ADA-to-Enrollment ratio. Actual enrollment, and therefore actual ADA, had an unanticipated decrease of about 200 students.

2. CRITERION: Enrollment

STANDARD: Projected enrollment has not been overestimated in 1) the first prior fiscal year OR in 2) two or more of the previous three fiscal years by more than the following percentage levels:

Percentage Level	District ADA		
3.0%	0	to	300
2.0%	301	to	1,000
1.0%	1,001	and	over

District ADA (Form A, Estimated P-2 ADA column, lines A4 and C4):

District's Enrollment Standard Percentage Level:

2A. Calculating the District's Enrollment Variances

DATA ENTRY: Enter data in the Enrollment, Budget, column for all fiscal years and in the Enrollment, CBEDS Actual column for the First Prior Year; all other data are extracted or calculated. CBEDS Actual enrollment data preloaded in the District Regular lines will include both District Regular and Charter School enrollment. Districts will need to adjust the District Regular enrollment lines and the Charter School enrollment lines accordingly. Enter district regular enrollment and charter school enrollment corresponding to financial data reported in the General Fund, only, for all fiscal years.

Fiscal Year	Budget	Enrollment CBEDS Actual	Enrollment Variance Level (If Budget is greater than Actual, else N/A)	Status
Third Prior Year (2017-18)				
District Regular	16,820	16,599		
Charter School				
Total Enrollment	16,820	16,599	1.3%	Not Met
Second Prior Year (2018-19)				
District Regular	16,530	16,134		
Charter School				
Total Enrollment	16,530	16,134	2.4%	Not Met
First Prior Year (2019-20)				
District Regular	15,825	15,727		
Charter School				
Total Enrollment	15,825	15,727	0.6%	Met
Budget Year (2020-21)				
District Regular	15,434			
Charter School				
Total Enrollment	15,434			

2B. Comparison of District Enrollment to the Standard

DATA ENTRY: Enter an explanation if the standard is not met.

- 1a. STANDARD MET - Enrollment has not been overestimated by more than the standard percentage level for the first prior year.

Explanation:
(required if NOT met)

- 1b. STANDARD NOT MET - Enrollment was estimated above the standard for two or more of the previous three years. Provide reasons for the overestimate, a description of the methods and assumptions used in projecting enrollment, and what changes will be made to improve the accuracy of projections in this area.

Explanation:
(required if NOT met)

Enrollment projections for 2017-18 Adopted Budget anticipated flat enrollment, but actual enrollment decreased; projection for 2018-19 included an expected decline in enrollment, but the decline was much greater than anticipated. Enrollment projections have been adjusted to account for continued declining enrollment.

3. CRITERION: ADA to Enrollment

STANDARD: Projected second period (P-2) average daily attendance (ADA) to enrollment ratio for any of the budget year or two subsequent fiscal years has not increased from the historical average ratio from the three prior fiscal years by more than one half of one percent (0.5%).

3A. Calculating the District's ADA to Enrollment Standard

DATA ENTRY: All data are extracted or calculated. Data should reflect district regular and charter school ADA/enrollment corresponding to financial data reported in the General Fund, only, for all fiscal years.

Fiscal Year	P-2 ADA Estimated/Unaudited Actuals (Form A, Lines A4 and C4)	Enrollment CBEDS Actual (Criterion 2, Item 2A)	Historical Ratio of ADA to Enrollment
Third Prior Year (2017-18)			
District Regular	15,984	16,599	
Charter School		0	
Total ADA/Enrollment	15,984	16,599	96.3%
Second Prior Year (2018-19)			
District Regular	15,603	16,134	
Charter School			
Total ADA/Enrollment	15,603	16,134	96.7%
First Prior Year (2019-20)			
District Regular	15,194	15,727	
Charter School	0		
Total ADA/Enrollment	15,194	15,727	96.6%
		Historical Average Ratio:	96.5%
		District's ADA to Enrollment Standard (historical average ratio plus 0.5%):	97.0%

3B. Calculating the District's Projected Ratio of ADA to Enrollment

DATA ENTRY: Enter data in the Estimated P-2 ADA column for the two subsequent years. Enter data in the Enrollment column for the two subsequent years. Data should reflect district regular and charter school ADA/enrollment corresponding to financial data reported in the General Fund only, for all fiscal years. All other data are extracted or calculated.

Fiscal Year	Estimated P-2 ADA Budget (Form A, Lines A4 and C4)	Enrollment Budget/Projected (Criterion 2, Item 2A)	Ratio of ADA to Enrollment	Status
Budget Year (2020-21)				
District Regular	14,893	15,434		
Charter School	0			
Total ADA/Enrollment	14,893	15,434	96.5%	Met
1st Subsequent Year (2021-22)				
District Regular	14,583	15,102		
Charter School				
Total ADA/Enrollment	14,583	15,102	96.6%	Met
2nd Subsequent Year (2022-23)				
District Regular	14,244	14,740		
Charter School				
Total ADA/Enrollment	14,244	14,740	96.6%	Met

3C. Comparison of District ADA to Enrollment Ratio to the Standard

DATA ENTRY: Enter an explanation if the standard is not met.

1a. STANDARD MET - Projected P-2 ADA to enrollment ratio has not exceeded the standard for the budget and two subsequent fiscal years.

Explanation:
(required if NOT met)

4. CRITERION: LCFF Revenue

STANDARD: Projected local control funding formula (LCFF) revenue for any of the budget year or two subsequent fiscal years has not changed from the prior fiscal year by more than the change in population, plus the district's gap funding or cost-of-living adjustment (COLA)¹ and its economic recovery target payment, plus or minus one percent.

For basic aid districts, projected LCFF revenue has not changed from the prior fiscal year by more than the percent change in property tax revenues plus or minus one percent.

For districts funded by necessary small school formulas, projected LCFF revenue has not changed from the prior fiscal year amount by more than the district's gap funding or COLA¹ and its economic recovery target payment, plus or minus one percent.

¹ Districts that are already at or above their LCFF target funding as described in Education Code Section 42238.03(d) receive no gap funding. These districts have a COLA applied to their LCFF target, but their year-over-year revenue increase might be less than the statutory COLA due to certain local factors and components of the funding formula.

4A. District's LCFF Revenue Standard

Indicate which standard applies:

LCFF Revenue

Basic Aid

Necessary Small School

The District must select which LCFF revenue standard applies.

LCFF Revenue Standard selected: LCFF Revenue

4A1. Calculating the District's LCFF Revenue Standard

DATA ENTRY: Enter data in Step 1a for the two subsequent fiscal years. All other data is extracted or calculated. Enter data for Steps 2a through 2b1. All other data is calculated.

Note: Due to the full implementation of LCFF, gap funding and the economic recovery target increment payment amounts are no longer applicable.

Projected LCFF Revenue

	Prior Year (2019-20)	Budget Year (2020-21)	1st Subsequent Year (2021-22)	2nd Subsequent Year (2022-23)
Step 1 - Change in Population				
a. ADA (Funded) (Form A, lines A6 and C4)	15,676.30	15,247.90	14,947.32	14,636.46
b. Prior Year ADA (Funded)		15,676.30	15,247.90	14,947.32
c. Difference (Step 1a minus Step 1b)		(428.40)	(300.58)	(310.86)
d. Percent Change Due to Population (Step 1c divided by Step 1b)		-2.73%	-1.97%	-2.08%
Step 2 - Change in Funding Level				
a. Prior Year LCFF Funding		172,219,106.00	154,410,469.00	153,059,801.00
b1. COLA percentage		3.26%	-7.92%	-12.18%
b2. COLA amount (proxy for purposes of this criterion)		5,614,342.86	(12,229,309.14)	(18,642,683.76)
c. Percent Change Due to Funding Level (Step 2b2 divided by Step 2a)		3.26%	-7.92%	-12.18%
Step 3 - Total Change in Population and Funding Level (Step 1d plus Step 2c)		0.53%	-9.89%	-14.26%
LCFF Revenue Standard (Step 3, plus/minus 1%):		-4.7% to 1.53%	-10.89% to -8.89%	-15.26% to -13.26%

4A2. Alternate LCFF Revenue Standard - Basic Aid

DATA ENTRY: If applicable to your district, input data in the 1st and 2nd Subsequent Year columns for projected local property taxes; all other data are extracted or calculated.

Basic Aid District Projected LCFF Revenue

	Prior Year (2019-20)	Budget Year (2020-21)	1st Subsequent Year (2021-22)	2nd Subsequent Year (2022-23)
Projected Local Property Taxes (Form 01, Objects 8021 - 8089)	24,589,819.00	24,589,819.00	24,589,819.00	24,589,819.00
Percent Change from Previous Year		N/A	N/A	N/A
Basic Aid Standard (percent change from previous year, plus/minus 1%):		N/A	N/A	N/A

4A3. Alternate LCFF Revenue Standard - Necessary Small School

DATA ENTRY: All data are extracted or calculated.

Necessary Small School District Projected LCFF Revenue

	Budget Year (2020-21)	1st Subsequent Year (2021-22)	2nd Subsequent Year (2022-23)
Necessary Small School Standard (COLA Step 2c, plus/minus 1%):	N/A	N/A	N/A

4B. Calculating the District's Projected Change in LCFF Revenue

DATA ENTRY: Enter data in the 1st and 2nd Subsequent Year columns for LCFF Revenue; all other data are extracted or calculated.

	Prior Year (2019-20)	Budget Year (2020-21)	1st Subsequent Year (2021-22)	2nd Subsequent Year (2022-23)
LCFF Revenue (Fund 01, Objects 8011, 8012, 8020-8089)	172,042,960.00	154,410,469.00	153,059,801.00	149,761,967.00
District's Projected Change in LCFF Revenue:		-10.25%	-0.87%	-2.15%
LCFF Revenue Standard:		-.47% to 1.53%	-10.89% to -8.89%	-15.26% to -13.26%
Status:		Not Met	Not Met	Not Met

4C. Comparison of District LCFF Revenue to the Standard

DATA ENTRY: Enter an explanation if the standard is not met.

- 1a. STANDARD NOT MET - Projected change in LCFF revenue is outside the standard in one or more of the budget or two subsequent fiscal years. Provide reasons why the projection(s) exceed the standard(s) and a description of the methods and assumptions used in projecting LCFF revenue.

Explanation:
(required if NOT met)

LCFF revenue projections for the budget year and two subsequent fiscal years are estimated based on the LCFF Calculator Version 21.1, which includes formula updates to incorporate the proration factor based on the Governor's 2020-21 May Revision.

5. CRITERION: Salaries and Benefits

STANDARD: Projected ratio of total unrestricted salaries and benefits to total unrestricted general fund expenditures for any of the budget year or two subsequent fiscal years has not changed from the historical average ratio from the three prior fiscal years by more than the greater of three percent or the district's required reserves percentage.

5A. Calculating the District's Historical Average Ratio of Unrestricted Salaries and Benefits to Total Unrestricted General Fund Expenditures

DATA ENTRY: All data are extracted or calculated.

Fiscal Year	Estimated/Unaudited Actuals - Unrestricted (Resources 0000-1999)		Ratio of Unrestricted Salaries and Benefits to Total Unrestricted Expenditures
	Salaries and Benefits (Form 01, Objects 1000-3999)	Total Expenditures (Form 01, Objects 1000-7499)	
Third Prior Year (2017-18)	138,325,701.43	158,443,492.93	87.3%
Second Prior Year (2018-19)	141,120,320.24	169,231,015.27	83.4%
First Prior Year (2019-20)	125,651,787.00	144,103,765.00	87.2%
	Historical Average Ratio:		86.0%

	Budget Year (2020-21)	1st Subsequent Year (2021-22)	2nd Subsequent Year (2022-23)
District's Reserve Standard Percentage (Criterion 10B, Line 4):	3.0%	3.0%	3.0%
District's Salaries and Benefits Standard (historical average ratio, plus/minus the greater of 3% or the district's reserve standard percentage):	83.0% to 89.0%	83.0% to 89.0%	83.0% to 89.0%

5B. Calculating the District's Projected Ratio of Unrestricted Salaries and Benefits to Total Unrestricted General Fund Expenditures

DATA ENTRY: If Form MYP exists, Unrestricted Salaries and Benefits, and Total Unrestricted Expenditures data for the 1st and 2nd Subsequent Years will be extracted; if not, enter data for the two subsequent years. All other data are extracted or calculated.

Fiscal Year	Budget - Unrestricted (Resources 0000-1999)		Ratio of Unrestricted Salaries and Benefits to Total Unrestricted Expenditures	Status
	Salaries and Benefits (Form 01, Objects 1000-3999) (Form MYP, Lines B1-B3)	Total Expenditures (Form 01, Objects 1000-7499) (Form MYP, Lines B1-B8, B10)		
Budget Year (2020-21)	103,432,077.00	124,733,314.00	82.9%	Not Met
1st Subsequent Year (2021-22)	101,612,265.00	121,337,252.00	83.7%	Met
2nd Subsequent Year (2022-23)	103,166,731.00	113,391,718.00	91.0%	Not Met

5C. Comparison of District Salaries and Benefits Ratio to the Standard

DATA ENTRY: Enter an explanation if the standard is not met.

- 1a. STANDARD NOT MET - Projected ratio(s) of unrestricted salary and benefit costs to total unrestricted expenditures are outside the standard in one or more of the budget or two subsequent fiscal years. Provide reasons why the projection(s) exceed the standard, a description of the methods and assumptions used in projecting salaries and benefits, and what changes, if any, will be made to bring the projected salary and benefit costs within the standard.

Explanation:
(required if NOT met)

The District has included budget reduction plan items for the budget year as well as the two subsequent years. Details of the methods and assumptions for each year are included in the explanations in the MYP forms, as well as included in the Budget Reduction Plans for each fiscal year.

6. CRITERION: Other Revenues and Expenditures

STANDARD: Projected operating revenues (including federal, other state, and other local) or expenditures (including books and supplies, and services and other operating), for any of the budget year or two subsequent fiscal years, have not changed from the prior fiscal year amount by more than the percentage change in population and the funded cost-of-living adjustment (COLA) plus or minus ten percent.

For each major object category, changes that exceed the percentage change in population and the funded COLA plus or minus five percent must be explained.

6A. Calculating the District's Other Revenues and Expenditures Standard Percentage Ranges

DATA ENTRY: All data are extracted or calculated.

	Budget Year (2020-21)	1st Subsequent Year (2021-22)	2nd Subsequent Year (2022-23)
1. District's Change in Population and Funding Level (Criterion 4A1, Step 3):	0.53%	-9.89%	-14.26%
2. District's Other Revenues and Expenditures Standard Percentage Range (Line 1, plus/minus 10%):	-9.47% to 10.53%	-19.89% to .11%	-24.26% to -4.26%
3. District's Other Revenues and Expenditures Explanation Percentage Range (Line 1, plus/minus 5%):	-4.47% to 5.53%	-14.89% to -4.89%	-19.26% to -9.26%

6B. Calculating the District's Change by Major Object Category and Comparison to the Explanation Percentage Range (Section 6A, Line 3)

DATA ENTRY: If Form MYP exists, the 1st and 2nd Subsequent Year data for each revenue and expenditure section will be extracted; if not, enter data for the two subsequent years. All other data are extracted or calculated.

Explanations must be entered for each category if the percent change for any year exceeds the district's explanation percentage range.

Object Range / Fiscal Year	Amount	Percent Change Over Previous Year	Change Is Outside Explanation Range
Federal Revenue (Fund 01, Objects 8100-8299) (Form MYP, Line A2)			
First Prior Year (2019-20)	8,452,148.00		
Budget Year (2020-21)	15,896,821.00	88.08%	Yes
1st Subsequent Year (2021-22)	8,896,821.00	-44.03%	Yes
2nd Subsequent Year (2022-23)	8,896,821.00	0.00%	Yes

Explanation: (required if Yes)
Federal revenue in the budget year includes \$7,068,320 in anticipated CARES Act funding, which is one-time funding to mitigate the effects of the COVID-19 pandemic. This revenue is removed from the subsequent years' revenue.

Other State Revenue (Fund 01, Objects 8300-8599) (Form MYP, Line A3)			
First Prior Year (2019-20)	10,408,754.00		
Budget Year (2020-21)	7,991,723.00	-23.22%	Yes
1st Subsequent Year (2021-22)	7,991,723.00	0.00%	Yes
2nd Subsequent Year (2022-23)	7,991,723.00	0.00%	Yes

Explanation: (required if Yes)
Other State revenue in 2019-20 includes \$2,531,940 in one-time Special Education Preschool Intervention funds that are not projected to occur in the budget year or future years.

Other Local Revenue (Fund 01, Objects 8600-8799) (Form MYP, Line A4)			
First Prior Year (2019-20)	9,947,634.00		
Budget Year (2020-21)	10,100,722.00	1.54%	No
1st Subsequent Year (2021-22)	10,032,333.00	-0.68%	Yes
2nd Subsequent Year (2022-23)	10,032,333.00	0.00%	Yes

Explanation: (required if Yes)
Other Local Revenue includes Special Education AB602 funding from the local SELPA, which fluctuates from year to year based on State funding to the local SELPA, as well as changes in district and county-wide enrollment and Special Education population.

Books and Supplies (Fund 01, Objects 4000-4999) (Form MYP, Line B4)			
First Prior Year (2019-20)	8,925,673.00		
Budget Year (2020-21)	13,019,602.00	45.87%	Yes
1st Subsequent Year (2021-22)	12,939,602.00	-0.61%	Yes
2nd Subsequent Year (2022-23)	12,939,602.00	0.00%	Yes

Explanation: (required if Yes)
Expenditures in this category were dramatically reduced in 2019-20 due to the closure of schools for the COVID-19 pandemic. The budget year expenditures reflect changes due to re-opening of schools, and the subsequent years reflect changes aligned with the Budget Reduction Plan for each year.

Services and Other Operating Expenditures (Fund 01, Objects 5000-5999) (Form MYP, Line B5)

First Prior Year (2019-20)	29,089,161.00		
Budget Year (2020-21)	27,708,863.00	-4.75%	Yes
1st Subsequent Year (2021-22)	27,708,863.00	0.00%	Yes
2nd Subsequent Year (2022-23)	27,708,863.00	0.00%	Yes

Explanation:
(required if Yes)

Expenditures in this category increased in 2019-20 due to the need for outside staffing contracts to serve Special Education students. Decreases in the budget year and subsequent years reflect changes aligned with the Budget Reduction Plan for each year.

6C. Calculating the District's Change in Total Operating Revenues and Expenditures (Section 6A, Line 2)

DATA ENTRY: All data are extracted or calculated.

Object Range / Fiscal Year	Amount	Percent Change Over Previous Year	Status
Total Federal, Other State, and Other Local Revenue (Criterion 6B)			
First Prior Year (2019-20)	28,808,536.00		
Budget Year (2020-21)	33,989,266.00	17.98%	Not Met
1st Subsequent Year (2021-22)	26,920,877.00	-20.80%	Not Met
2nd Subsequent Year (2022-23)	26,920,877.00	0.00%	Not Met
Total Books and Supplies, and Services and Other Operating Expenditures (Criterion 6B)			
First Prior Year (2019-20)	38,014,834.00		
Budget Year (2020-21)	40,728,465.00	7.14%	Met
1st Subsequent Year (2021-22)	40,648,465.00	-0.20%	Met
2nd Subsequent Year (2022-23)	40,648,465.00	0.00%	Not Met

6D. Comparison of District Total Operating Revenues and Expenditures to the Standard Percentage Range

DATA ENTRY: Explanations are linked from Section 6B if the status in Section 6C is not met; no entry is allowed below.

- 1a. STANDARD NOT MET - Projected total operating revenues have changed by more than the standard in one or more of the budget or two subsequent fiscal years. Reasons for the projected change, descriptions of the methods and assumptions used in the projections, and what changes, if any, will be made to bring the projected operating revenues within the standard must be entered in Section 6A above and will also display in the explanation box below.

Explanation:
Federal Revenue
(linked from 6B if NOT met)

Federal revenue in the budget year includes \$7,068,320 in anticipated CARES Act funding, which is one-time funding to mitigate the effects of the COVID-19 pandemic. This revenue is removed from the subsequent years' revenue.

Explanation:
Other State Revenue
(linked from 6B if NOT met)

Other State revenue in 2019-20 includes \$2,531,940 in one-time Special Education Preschool Intervention funds that are not projected to occur in the budget year or future years.

Explanation:
Other Local Revenue
(linked from 6B if NOT met)

Other Local Revenue includes Special Education AB602 funding from the local SELPA, which fluctuates from year to year based on State funding to the local SELPA, as well as changes in district and county-wide enrollment and Special Education population.

- 1b. STANDARD NOT MET - Projected total operating expenditures have changed by more than the standard in one or more of the budget or two subsequent fiscal years. Reasons for the projected change, descriptions of the methods and assumptions used in the projections, and what changes, if any, will be made to bring the projected operating expenditures within the standard must be entered in Section 6A above and will also display in the explanation box below.

Explanation:
Books and Supplies
(linked from 6B if NOT met)

Expenditures in this category were dramatically reduced in 2019-20 due to the closure of schools for the COVID-19 pandemic. The budget year expenditures reflect changes due to re-opening of schools, and the subsequent years reflect changes aligned with the Budget Reduction Plan for each year.

Explanation:
Services and Other Exps
(linked from 6B if NOT met)

Expenditures in this category increased in 2019-20 due to the need for outside staffing contracts to serve Special Education students. Decreases in the budget year and subsequent years reflect changes aligned with the Budget Reduction Plan for each year.

7. CRITERION: Facilities Maintenance

STANDARD: Confirm that the annual contribution for facilities maintenance funding is not less than the amount required pursuant to Education Code Section 17070.75, if applicable, and that the district is providing adequately to preserve the functionality of its facilities for their normal life in accordance with Education Code sections 52060(d)(1) and 17002(d)(1).

Determining the District's Compliance with the Contribution Requirement for EC Section 17070.75 - Ongoing and Major Maintenance/Restricted Maintenance Account (OMMA/RMA)

NOTE: EC Section 17070.75 requires the district to deposit into the account a minimum amount equal to or greater than three percent of the total general fund expenditures and other financing uses for that fiscal year.

DATA ENTRY: Click the appropriate Yes or No button for special education local plan area (SELPA) administrative units (AUs); all other data are extracted or calculated. If standard is not met, enter an X in the appropriate box and enter an explanation, if applicable.

1. a. For districts that are the AU of a SELPA, do you choose to exclude revenues that are passed through to participating members of the SELPA from the OMMA/RMA required minimum contribution calculation? Yes
- b. Pass-through revenues and apportionments that may be excluded from the OMMA/RMA calculation per EC Section 17070.75(b)(2)(D) (Fund 10, resources 3300-3499 and 6500-6540, objects 7211-7213 and 7221-7223) 0.00

2. Ongoing and Major Maintenance/Restricted Maintenance Account

a. Budgeted Expenditures and Other Financing Uses (Form 01, objects 1000-7999)	191,897,120.00			
b. Plus: Pass-through Revenues and Apportionments (Line 1b, if line 1a is No)		3% Required Minimum Contribution (Line 2c times 3%)	Budgeted Contribution* to the Ongoing and Major Maintenance Account	Status
c. Net Budgeted Expenditures and Other Financing Uses	191,897,120.00	5,756,913.60	5,756,915.00	Met

* Fund 01, Resource 8150, Objects 8900-8999

If standard is not met, enter an X in the box that best describes why the minimum required contribution was not made:

- | | |
|--|-----------------------------------------------------------------------------------------------------|
| | Not applicable (district does not participate in the Leroy F. Greene School Facilities Act of 1998) |
| | Exempt (due to district's small size [EC Section 17070.75 (b)(2)(E)]) |
| | Other (explanation must be provided) |

Explanation:
(required if NOT met
and Other is marked)

8. CRITERION: Deficit Spending

STANDARD: Unrestricted deficit spending (total unrestricted expenditures and other financing uses is greater than total unrestricted revenues and other financing sources) as a percentage of total unrestricted expenditures and other financing uses, has not exceeded one-third of the district's available reserves¹ as a percentage of total expenditures and other financing uses² in two out of three prior fiscal years.

8A. Calculating the District's Deficit Spending Standard Percentage Levels

DATA ENTRY: All data are extracted or calculated.

	Third Prior Year (2017-18)	Second Prior Year (2018-19)	First Prior Year (2019-20)
1. District's Available Reserve Amounts (resources 0000-1999)			
a. Stabilization Arrangements (Funds 01 and 17, Object 9750)	0.00	0.00	0.00
b. Reserve for Economic Uncertainties (Funds 01 and 17, Object 9789)	6,096,417.18	6,558,516.00	6,160,678.00
c. Unassigned/Unappropriated (Funds 01 and 17, Object 9790)	10,809,733.15	3,412,148.16	4,450,188.00
d. Negative General Fund Ending Balances in Restricted Resources (Fund 01, Object 979Z, if negative, for each of resources 2000-9999)	(0.14)	0.00	0.00
e. Available Reserves (Lines 1a through 1d)	16,906,150.19	9,970,664.16	10,610,866.00
2. Expenditures and Other Financing Uses			
a. District's Total Expenditures and Other Financing Uses (Fund 01, objects 1000-7999)	203,675,461.09	218,617,188.48	205,218,228.00
b. Plus: Special Education Pass-through Funds (Fund 10, resources 3300-3499 and 6500-6540, objects 7211-7213 and 7221-7223)			0.00
c. Total Expenditures and Other Financing Uses (Line 2a plus Line 2b)	203,675,461.09	218,617,188.48	205,218,228.00
3. District's Available Reserve Percentage (Line 1e divided by Line 2c)	8.3%	4.6%	5.2%
District's Deficit Spending Standard Percentage Levels (Line 3 times 1/3):	2.8%	1.5%	1.7%

¹Available reserves are the unrestricted amounts in the Stabilization Arrangement, Reserve for Economic Uncertainties, and Unassigned/Unappropriated accounts in the General Fund and the Special Reserve Fund for Other Than Capital Outlay Projects. Available reserves will be reduced by any negative ending balances in restricted resources in the General Fund.

²A school district that is the Administrative Unit of a Special Education Local Plan Area (SELPA) may exclude from its expenditures the distribution of funds to its participating members.

8B. Calculating the District's Deficit Spending Percentages

DATA ENTRY: All data are extracted or calculated.

Fiscal Year	Net Change in Unrestricted Fund Balance (Form 01, Section E)	Total Unrestricted Expenditures and Other Financing Uses (Form 01, Objects 1000-7999)	Deficit Spending Level (If Net Change in Unrestricted Fund Balance is negative, else N/A)	Status
Third Prior Year (2017-18)	186,492.59	158,905,047.93	N/A	Met
Second Prior Year (2018-19)	(10,021,278.75)	171,561,353.06	5.8%	Not Met
First Prior Year (2019-20)	(5,681,254.00)	145,537,862.00	3.9%	Not Met
Budget Year (2020-21) (Information only)	(2,495,708.00)	125,388,043.00		

8C. Comparison of District Deficit Spending to the Standard

DATA ENTRY: Enter an explanation if the standard is not met.

- 1a. STANDARD NOT MET - Unrestricted deficit spending has exceeded the standard percentage levels for two or more of the previous three fiscal years. Provide reasons for the deficit spending, a description of the methods and assumptions used in balancing the unrestricted budgets, and what change, if any, will be made to ensure that the subsequent budgets are balanced within the standard.

Explanation:
(required if NOT met)

The District experienced planned deficit spending in 2018-19, due to ongoing increases in required employer retirement contributions and significant unexpected Special Education expenses. The District identified and implemented expenditure cuts of approximately \$10 million for 2019-20; however, increased Special Education needs continue to be met through a lower level of planned deficit spending.

9. CRITERION: Fund Balance

STANDARD: Budgeted beginning unrestricted general fund balance has not been overestimated for two out of three prior fiscal years by more than the following percentage levels:

Percentage Level ¹	District ADA
1.7%	0 to 300
1.3%	301 to 1,000
1.0%	1,001 to 30,000
0.7%	30,001 to 400,000
0.3%	400,001 and over

¹ Percentage levels equate to a rate of deficit spending which would eliminate recommended reserves for economic uncertainties over a three year period.

District Estimated P-2 ADA (Form A, Lines A6 and C4):

District's Fund Balance Standard Percentage Level:

9A. Calculating the District's Unrestricted General Fund Beginning Balance Percentages

DATA ENTRY: Enter data in the Original Budget column for the First, Second, and Third Prior Years; all other data are extracted or calculated.

Fiscal Year	Unrestricted General Fund Beginning Balance ² (Form 01, Line F1e, Unrestricted Column)		Beginning Fund Balance Variance Level (If overestimated, else N/A)	Status
	Original Budget	Estimated/Unaudited Actuals		
Third Prior Year (2017-18)	17,787,280.00	34,004,256.68	N/A	Met
Second Prior Year (2018-19)	15,973,425.00	26,583,397.27	N/A	Met
First Prior Year (2019-20)	15,507,327.00	16,562,120.00	N/A	Met
Budget Year (2020-21) (Information only)	10,880,866.00			

² Adjusted beginning balance, including audit adjustments and other restatements (objects 9791-9795)

9B. Comparison of District Unrestricted Beginning Fund Balance to the Standard

DATA ENTRY: Enter an explanation if the standard is not met.

1a. STANDARD MET - Unrestricted general fund beginning fund balance has not been overestimated by more than the standard percentage level for two or more of the previous three years.

Explanation:
(required if NOT met)

10. CRITERION: Reserves

STANDARD: Available reserves¹ for any of the budget year or two subsequent fiscal years are not less than the following percentages or amounts² as applied to total expenditures and other financing uses³:

DATA ENTRY: Budget Year data are extracted. If Form MYP exists, 1st and 2nd Subsequent Year data will be extracted. If not, enter district regular ADA and charter school ADA corresponding to financial data reported in the General Fund, only, for the two subsequent years.

Percentage Level	District ADA	
5% or \$71,000 (greater of)	0	to 300
4% or \$71,000 (greater of)	301	to 1,000
3%	1,001	to 30,000
2%	30,001	to 400,000
1%	400,001	and over

¹ Available reserves are the unrestricted amounts in the Stabilization Arrangements, Reserve for Economic Uncertainties, and Unassigned/Unappropriated accounts in the General Fund and the Special Reserve Fund for Other Than Capital Outlay Projects. Available reserves will be reduced by any negative ending balances in restricted resources in the General Fund.

² Dollar amounts to be adjusted annually by the prior year statutory cost-of-living adjustment (Education Code Section 42238), rounded to the nearest thousand.

³ A school district that is the Administrative Unit (AU) of a Special Education Local Plan Area (SELPA) may exclude from its expenditures the distribution of funds to its participating members.

	Budget Year (2020-21)	1st Subsequent Year (2021-22)	2nd Subsequent Year (2022-23)
District Estimated P-2 ADA (Budget Year, Form A, Lines A4 and C4, Subsequent Years, Form MYP, Line F2, if available.)	14,893	14,583	14,244
District's Reserve Standard Percentage Level:	3%	3%	3%

10A. Calculating the District's Special Education Pass-through Exclusions (only for districts that serve as the AU of a SELPA)

DATA ENTRY: For SELPA AUs, if Form MYP exists, all data will be extracted including the Yes/No button selection. If not, click the appropriate Yes or No button for item 1 and, if Yes, enter data for item 2a and for the two subsequent years in item 2b; Budget Year data are extracted.

For districts that serve as the AU of a SELPA (Form MYP, Lines F1a, F1b1, and F1b2):

1. Do you choose to exclude from the reserve calculation the pass-through funds distributed to SELPA members?
2. If you are the SELPA AU and are excluding special education pass-through funds:
 - a. Enter the name(s) of the SELPA(s): _____

	Budget Year (2020-21)	1st Subsequent Year (2021-22)	2nd Subsequent Year (2022-23)
b. Special Education Pass-through Funds (Fund 10, resources 3300-3499 and 6500-6540, objects 7211-7213 and 7221-7223)	0.00		

10B. Calculating the District's Reserve Standard

DATA ENTRY: If Form MYP exists, 1st and 2nd Subsequent Year data for lines 1 and 2 will be extracted; if not, enter data for the two subsequent years. All other data are extracted or calculated.

	Budget Year (2020-21)	1st Subsequent Year (2021-22)	2nd Subsequent Year (2022-23)
1. Expenditures and Other Financing Uses (Fund 01, objects 1000-7999) (Form MYP, Line B11)	191,897,120.00	182,608,649.00	175,566,115.00
2. Plus: Special Education Pass-through (Criterion 10A, Line 2b, if Criterion 10A, Line 1 is No)			
3. Total Expenditures and Other Financing Uses (Line B1 plus Line B2)	191,897,120.00	182,608,649.00	175,566,115.00
4. Reserve Standard Percentage Level	3%	3%	3%
5. Reserve Standard - by Percent (Line B3 times Line B4)	5,756,913.60	5,478,259.47	5,266,983.45
6. Reserve Standard - by Amount (\$71,000 for districts with 0 to 1,000 ADA, else 0)	0.00	0.00	0.00
7. District's Reserve Standard (Greater of Line B5 or Line B6)	5,756,913.60	5,478,259.47	5,266,983.45

10C. Calculating the District's Budgeted Reserve Amount

DATA ENTRY: If Form MYP exists, 1st and 2nd Subsequent Year data for lines 1 through 7 will be extracted; if not, enter data for the two subsequent years.
All other data are extracted or calculated.

Reserve Amounts (Unrestricted resources 0000-1999 except Line 4):	Budget Year (2020-21)	1st Subsequent Year (2021-22)	2nd Subsequent Year (2022-23)
1. General Fund - Stabilization Arrangements (Fund 01, Object 9750) (Form MYP, Line E1a)	0.00	0.00	0.00
2. General Fund - Reserve for Economic Uncertainties (Fund 01, Object 9789) (Form MYP, Line E1b)	5,756,915.00	5,478,259.00	5,266,983.00
3. General Fund - Unassigned/Unappropriated Amount (Fund 01, Object 9790) (Form MYP, Line E1c)	2,358,243.00	1,424,514.00	1,752,539.00
4. General Fund - Negative Ending Balances in Restricted Resources (Fund 01, Object 979Z, if negative, for each of resources 2000-9999) (Form MYP, Line E1d)	0.00	0.00	0.00
5. Special Reserve Fund - Stabilization Arrangements (Fund 17, Object 9750) (Form MYP, Line E2a)	0.00		
6. Special Reserve Fund - Reserve for Economic Uncertainties (Fund 17, Object 9789) (Form MYP, Line E2b)	0.00		
7. Special Reserve Fund - Unassigned/Unappropriated Amount (Fund 17, Object 9790) (Form MYP, Line E2c)	0.00		
8. District's Budgeted Reserve Amount (Lines C1 thru C7)	8,115,158.00	6,902,773.00	7,019,522.00
9. District's Budgeted Reserve Percentage (Information only) (Line 8 divided by Section 10B, Line 3)	4.23%	3.78%	4.00%
District's Reserve Standard (Section 10B, Line 7):	5,756,913.60	5,478,259.47	5,266,983.45
Status:	Met	Met	Met

10D. Comparison of District Reserve Amount to the Standard

DATA ENTRY: Enter an explanation if the standard is not met.

- 1a. STANDARD MET - Projected available reserves have met the standard for the budget and two subsequent fiscal years.

Explanation:
(required if NOT met)

SUPPLEMENTAL INFORMATION

DATA ENTRY: Click the appropriate Yes or No button for items S1 through S4. Enter an explanation for each Yes answer.

S1. Contingent Liabilities

1a. Does your district have any known or contingent liabilities (e.g., financial or program audits, litigation, state compliance reviews) that may impact the budget?

1b. If Yes, identify the liabilities and how they may impact the budget:

S2. Use of One-time Revenues for Ongoing Expenditures

1a. Does your district have ongoing general fund expenditures in the budget in excess of one percent of the total general fund expenditures that are funded with one-time resources?

1b. If Yes, identify the expenditures and explain how the one-time resources will be replaced to continue funding the ongoing expenditures in the following fiscal years:

S3. Use of Ongoing Revenues for One-time Expenditures

1a. Does your district have large non-recurring general fund expenditures that are funded with ongoing general fund revenues?

1b. If Yes, identify the expenditures:

S4. Contingent Revenues

1a. Does your district have projected revenues for the budget year or either of the two subsequent fiscal years contingent on reauthorization by the local government, special legislation, or other definitive act (e.g., parcel taxes, forest reserves)?

1b. If Yes, identify any of these revenues that are dedicated for ongoing expenses and explain how the revenues will be replaced or expenditures reduced:

S5. Contributions

Identify projected contributions from unrestricted resources in the general fund to restricted resources in the general fund for the budget year and two subsequent fiscal years. Provide an explanation if contributions have changed from the prior fiscal year amounts by more than \$20,000 and more than ten percent. Explanation should include whether contributions are ongoing or one-time in nature.

Identify projected transfers to or from the general fund to cover operating deficits in either the general fund or any other fund for the budget year and two subsequent fiscal years. Provide an explanation if transfers have changed from the prior fiscal year amounts by more than \$20,000 and more than ten percent. Explanation should include whether transfers are ongoing or one-time in nature.

Estimate the impact of any capital projects on the general fund operational budget.

District's Contributions and Transfers Standard: -10.0% to +10.0%
or -\$20,000 to +\$20,000

S5A. Identification of the District's Projected Contributions, Transfers, and Capital Projects that may Impact the General Fund

DATA ENTRY: If Form MYP exists, the data will be extracted for the 1st and 2nd Subsequent Years. If Form MYP does not exist, enter data in the 1st and 2nd Subsequent Years. Click the appropriate button for Item 1d. All other data are extracted or calculated.

Description / Fiscal Year	Projection	Amount of Change	Percent Change	Status
1a. Contributions, Unrestricted General Fund (Fund 01, Resources 0000-1999, Object 8980)				
First Prior Year (2019-20)	(39,417,616.00)			
Budget Year (2020-21)	(36,925,709.00)	(2,491,907.00)	-6.3%	Met
1st Subsequent Year (2021-22)	(37,774,120.00)	848,411.00	2.3%	Met
2nd Subsequent Year (2022-23)	(41,092,706.00)	3,318,586.00	8.8%	Met
1b. Transfers In, General Fund *				
First Prior Year (2019-20)	130,047.00			
Budget Year (2020-21)	0.00	(130,047.00)	-100.0%	Not Met
1st Subsequent Year (2021-22)	0.00	0.00	0.0%	Met
2nd Subsequent Year (2022-23)	0.00	0.00	0.0%	Met
1c. Transfers Out, General Fund *				
First Prior Year (2019-20)	1,434,097.00			
Budget Year (2020-21)	654,729.00	(779,368.00)	-54.3%	Not Met
1st Subsequent Year (2021-22)	500,000.00	(154,729.00)	-23.6%	Not Met
2nd Subsequent Year (2022-23)	500,000.00	0.00	0.0%	Met

1d. **Impact of Capital Projects**
Do you have any capital projects that may impact the general fund operational budget? No

* Include transfers used to cover operating deficits in either the general fund or any other fund.

S5B. Status of the District's Projected Contributions, Transfers, and Capital Projects

DATA ENTRY: Enter an explanation if Not Met for items 1a-1c or if Yes for item 1d.

1a. MET - Projected contributions have not changed by more than the standard for the budget and two subsequent fiscal years.

Explanation:
(required if NOT met)

1b. NOT MET - The projected transfers in to the general fund have changed by more than the standard for one or more of the budget or subsequent two fiscal years. Identify the amount(s) transferred, by fund, and whether transfers are ongoing or one-time in nature. If ongoing, explain the district's plan, with timelines, for reducing or eliminating the transfers.

Explanation:
(required if NOT met)

In 2019-20, the District closed Fund 170 - Reserve for iPad Insurance. The cash balance of \$130,047 remaining in Fund 170 was then transferred into the General Fund 010.

- 1c. NOT MET - The projected transfers out of the general fund have changed by more than the standard for one or more of the budget or subsequent two fiscal years. Identify the amount(s) transferred, by fund, and whether transfers are ongoing or one-time in nature. If ongoing, explain the district's plan, with timeframes, for reducing or eliminating the transfers.

Explanation:
(required if NOT met)

In 2019-20, the District increased the contribution to Fund 130 - Child Nutrition, to \$1,434,097, due to impacts from the COVID-19 pandemic. In the Budget Year (2020-21) and subsequent years, the District anticipates decreases to the contribution to Fund 130.

- 1d. NO - There are no capital projects that may impact the general fund operational budget.

Project Information:
(required if YES)

S6. Long-term Commitments

Identify all existing and new multiyear commitments¹ and their annual required payments for the budget year and two subsequent fiscal years.

Explain how any increase in annual payments will be funded. Also explain how any decrease to funding sources used to pay long-term commitments will be replaced.

¹ Include multiyear commitments, multiyear debt agreements, and new programs or contracts that result in long-term obligations.

S6A. Identification of the District's Long-term Commitments

DATA ENTRY: Click the appropriate button in item 1 and enter data in all columns of item 2 for applicable long-term commitments; there are no extractions in this section.

1. Does your district have long-term (multiyear) commitments?
(If No, skip item 2 and Sections S6B and S6C)

Yes

2. If Yes to item 1, list all new and existing multiyear commitments and required annual debt service amounts. Do not include long-term commitments for postemployment benefits other than pensions (OPEB); OPEB is disclosed in item S7A.

Type of Commitment	# of Years Remaining	SACS Fund and Object Codes Used For:		Principal Balance as of July 1, 2020
		Funding Sources (Revenues)	Debt Service (Expenditures)	
Capital Leases	8	General Fund	General Fund	3,072,458
Certificates of Participation	27	General Fund	General Fund	8,000,000
General Obligation Bonds	26	Debt Service	Debt Service	259,544,093
Supp Early Retirement Program	2	General Fund	General Fund	1,628,086
State School Building Loans				
Compensated Absences				

Other Long-term Commitments (do not include OPEB):

Type of Commitment	# of Years Remaining	Funding Sources (Revenues)	Debt Service (Expenditures)	Principal Balance as of July 1, 2020
TOTAL:				272,244,637

Type of Commitment (continued)	Prior Year (2019-20)	Budget Year (2020-21)	1st Subsequent Year (2021-22)	2nd Subsequent Year (2022-23)
	Annual Payment (P & I)	Annual Payment (P & I)	Annual Payment (P & I)	Annual Payment (P & I)
Capital Leases	402,454	407,017	412,908	420,055
Certificates of Participation	631,854	160,000	280,000	575,500
General Obligation Bonds	17,032,200	16,215,596	16,215,596	16,215,596
Supp Early Retirement Program	814,043	814,043	814,043	0
State School Building Loans				
Compensated Absences				

Other Long-term Commitments (continued):

Type of Commitment	Prior Year (2019-20)	Budget Year (2020-21)	1st Subsequent Year (2021-22)	2nd Subsequent Year (2022-23)
Annual Payment (P & I)	Annual Payment (P & I)	Annual Payment (P & I)	Annual Payment (P & I)	Annual Payment (P & I)
Total Annual Payments:	18,880,551	17,596,656	17,722,547	17,211,151
Has total annual payment increased over prior year (2019-20)?	No	No	No	No

S6B. Comparison of the District's Annual Payments to Prior Year Annual Payment

DATA ENTRY: Enter an explanation if Yes.

- 1a. No - Annual payments for long-term commitments have not increased in one or more of the budget and two subsequent fiscal years.

Explanation:
(required if Yes
to increase in total
annual payments)

S6C. Identification of Decreases to Funding Sources Used to Pay Long-term Commitments

DATA ENTRY: Click the appropriate Yes or No button in item 1; if Yes, an explanation is required in item 2.

1. Will funding sources used to pay long-term commitments decrease or expire prior to the end of the commitment period, or are they one-time sources?

Yes

2. Yes - Funding sources will decrease or expire prior to the end of the commitment period, or one-time funding sources are being used for long-term commitment annual payments. Provide an explanation for how those funds will be replaced to continue annual debt service commitments.

Explanation:
(required if Yes)

General Fund revenues are used to pay for some long-term commitments, and General Fund revenues are projected to decrease in the budget year and subsequent years.

S7. Unfunded Liabilities

Estimate the unfunded liability for postemployment benefits other than pensions (OPEB) based on an actuarial valuation, if required, or other method; identify or estimate the actuarially determined contribution (if available); and indicate how the obligation is funded (pay-as-you-go, amortized over a specific period, etc.).

Estimate the unfunded liability for self-insurance programs such as workers' compensation based on an actuarial valuation, if required, or other method; identify or estimate the required contribution; and indicate how the obligation is funded (level of risk retained, funding approach, etc.).

S7A. Identification of the District's Estimated Unfunded Liability for Postemployment Benefits Other than Pensions (OPEB)

DATA ENTRY: Click the appropriate button in item 1 and enter data in all other applicable items; there are no extractions in this section except the budget year data on line 5b.

1. Does your district provide postemployment benefits other than pensions (OPEB)? (If No, skip items 2-5)

2. For the district's OPEB:
a. Are they lifetime benefits?

b. Do benefits continue past age 65?

c. Describe any other characteristics of the district's OPEB program including eligibility criteria and amounts, if any, that retirees are required to contribute toward their own benefits:

Eligible retired employees, hired prior to 2013, have district-paid benefits to age 69.

3. a. Are OPEB financed on a pay-as-you-go, actuarial cost, or other method?

b. Indicate any accumulated amounts earmarked for OPEB in a self-insurance or governmental fund

	Self-Insurance Fund	Governmental Fund
	0	10,711,228

4. OPEB Liabilities

a. Total OPEB liability	81,160,496.00
b. OPEB plan(s) fiduciary net position (if applicable)	9,903,216.00
c. Total/Net OPEB liability (Line 4a minus Line 4b)	71,257,280.00
d. Is total OPEB liability based on the district's estimate or an actuarial valuation?	Actuarial
e. If based on an actuarial valuation, indicate the measurement date of the OPEB valuation	Jun 30, 2019

5. OPEB Contributions

	Budget Year (2020-21)	1st Subsequent Year (2021-22)	2nd Subsequent Year (2022-23)
a. OPEB actuarially determined contribution (ADC), if available, per actuarial valuation or Alternative Measurement Method			
b. OPEB amount contributed (for this purpose, include premiums paid to a self-insurance fund) (funds 01-70, objects 3701-3752)	409,037.00	3,389,824.00	3,338,934.00
c. Cost of OPEB benefits (equivalent of "pay-as-you-go" amount)	4,083,825.00	4,273,096.00	4,493,556.00
d. Number of retirees receiving OPEB benefits	243	243	243

S7B. Identification of the District's Unfunded Liability for Self-Insurance Programs

DATA ENTRY: Click the appropriate button in item 1 and enter data in all other applicable items; there are no extractions in this section.

1. Does your district operate any self-insurance programs such as workers' compensation, employee health and welfare, or property and liability? (Do not include OPEB, which is covered in Section S7A) (If No, skip items 2-4)

No

2. Describe each self-insurance program operated by the district, including details for each such as level of risk retained, funding approach, basis for valuation (district's estimate or actuarial), and date of the valuation:

--

3. Self-Insurance Liabilities
 a. Accrued liability for self-insurance programs
 b. Unfunded liability for self-insurance programs

4. Self-Insurance Contributions
 a. Required contribution (funding) for self-insurance programs
 b. Amount contributed (funded) for self-insurance programs

	Budget Year (2020-21)	1st Subsequent Year (2021-22)	2nd Subsequent Year (2022-23)

S8. Status of Labor Agreements

Analyze the status of all employee labor agreements. Identify new labor agreements, as well as new commitments provided as part of previously ratified multiyear agreements; and include all contracts, including all administrator contracts (and including all compensation). For new agreements, indicate the date of the required board meeting. Compare the increase in new commitments to the projected increase in ongoing revenues, and explain how these commitments will be funded in future fiscal years.

If salary and benefit negotiations are not finalized at budget adoption, upon settlement with certificated or classified staff:

The school district must determine the cost of the settlement, including salaries, benefits, and any other agreements that change costs, and provide the county office of education (COE) with an analysis of the cost of the settlement and its impact on the operating budget.

The county superintendent shall review the analysis relative to the criteria and standards, and may provide written comments to the president of the district governing board and superintendent.

S8A. Cost Analysis of District's Labor Agreements - Certificated (Non-management) Employees

DATA ENTRY: Enter all applicable data items; there are no extractions in this section.

	Prior Year (2nd Interim) (2019-20)	Budget Year (2020-21)	1st Subsequent Year (2021-22)	2nd Subsequent Year (2022-23)
Number of certificated (non-management) full-time-equivalent (FTE) positions	886.5	833.8	783.8	771.8

Certificated (Non-management) Salary and Benefit Negotiations

1. Are salary and benefit negotiations settled for the budget year?

No

If Yes, and the corresponding public disclosure documents have been filed with the COE, complete questions 2 and 3.

If Yes, and the corresponding public disclosure documents have not been filed with the COE, complete questions 2-5.

If No, identify the unsettled negotiations including any prior year unsettled negotiations and then complete questions 6 and 7.

Negotiations for the 2020-21 budget year have not yet commenced. In June 2020, the District reached a tentative agreement with the Certificated Teachers bargaining unit for 2019-20, which did not include any salary increases or decreases.

Negotiations Settled

2a. Per Government Code Section 3547.5(a), date of public disclosure board meeting:

2b. Per Government Code Section 3547.5(b), was the agreement certified by the district superintendent and chief business official?

If Yes, date of Superintendent and CBO certification:

3. Per Government Code Section 3547.5(c), was a budget revision adopted to meet the costs of the agreement?

If Yes, date of budget revision board adoption:

4. Period covered by the agreement:

Begin Date:

End Date:

5. Salary settlement:

Budget Year
(2020-21)

1st Subsequent Year
(2021-22)

2nd Subsequent Year
(2022-23)

Is the cost of salary settlement included in the budget and multiyear projections (MYPs)?

--	--	--

One Year Agreement

Total cost of salary settlement

--	--	--

% change in salary schedule from prior year or

--

Multiyear Agreement

Total cost of salary settlement

--	--	--

% change in salary schedule from prior year (may enter text, such as "Reopener")

--	--	--

Identify the source of funding that will be used to support multiyear salary commitments:

Negotiations Not Settled

6. Cost of a one percent increase in salary and statutory benefits

886,448

7. Amount included for any tentative salary schedule increases

Budget Year (2020-21)	1st Subsequent Year (2021-22)	2nd Subsequent Year (2022-23)

Certificated (Non-management) Health and Welfare (H&W) Benefits

- Are costs of H&W benefit changes included in the budget and MYPs?
- Total cost of H&W benefits
- Percent of H&W cost paid by employer
- Percent projected change in H&W cost over prior year

Budget Year (2020-21)	1st Subsequent Year (2021-22)	2nd Subsequent Year (2022-23)
Yes	Yes	Yes
\$10,122,744	\$9,869,382	\$8,549,634
capped at \$14,595	capped at \$14,595	capped at \$13,315
-5.4%	-2.5%	-13.3%

Certificated (Non-management) Prior Year Settlements

Are any new costs from prior year settlements included in the budget?
If Yes, amount of new costs included in the budget and MYPs
If Yes, explain the nature of the new costs:

No		
----	--	--

Certificated (Non-management) Step and Column Adjustments

- Are step & column adjustments included in the budget and MYPs?
- Cost of step & column adjustments
- Percent change in step & column over prior year

Budget Year (2020-21)	1st Subsequent Year (2021-22)	2nd Subsequent Year (2022-23)
Yes	Yes	Yes
\$1,090,776	\$1,011,924	\$1,014,682
-2.6%	-7.2%	0.2%

Certificated (Non-management) Attrition (layoffs and retirements)

- Are savings from attrition included in the budget and MYPs?
- Are additional H&W benefits for those laid-off or retired employees included in the budget and MYPs?

Budget Year (2020-21)	1st Subsequent Year (2021-22)	2nd Subsequent Year (2022-23)
Yes	Yes	Yes
Yes	Yes	Yes

Certificated (Non-management) - Other

List other significant contract changes and the cost impact of each change (i.e., class size, hours of employment, leave of absence, bonuses, etc.):

S8B. Cost Analysis of District's Labor Agreements - Classified (Non-management) Employees

DATA ENTRY: Enter all applicable data items; there are no extractions in this section.

	Prior Year (2nd Interim) (2019-20)	Budget Year (2020-21)	1st Subsequent Year (2021-22)	2nd Subsequent Year (2022-23)
Number of classified (non-management) FTE positions	676.5	592.3	573.0	568.0

Classified (Non-management) Salary and Benefit Negotiations

1. Are salary and benefit negotiations settled for the budget year?

If Yes, and the corresponding public disclosure documents have been filed with the COE, complete questions 2 and 3.

If Yes, and the corresponding public disclosure documents have not been filed with the COE, complete questions 2-5.

If No, identify the unsettled negotiations including any prior year unsettled negotiations and then complete questions 6 and 7.

Negotiations for the 2020-21 budget year have not yet commenced. In June 2020, the District reached a tentative agreement with the Classified Employees bargaining unit for 2019-20, which did not include any salary increases or decreases.

Negotiations Settled

2a. Per Government Code Section 3547.5(a), date of public disclosure board meeting:

2b. Per Government Code Section 3547.5(b), was the agreement certified by the district superintendent and chief business official?
If Yes, date of Superintendent and CBO certification:

3. Per Government Code Section 3547.5(c), was a budget revision adopted to meet the costs of the agreement?
If Yes, date of budget revision board adoption:

4. Period covered by the agreement: Begin Date: End Date:

5. Salary settlement:	Budget Year (2020-21)	1st Subsequent Year (2021-22)	2nd Subsequent Year (2022-23)
Is the cost of salary settlement included in the budget and multiyear projections (MYPs)?	<input type="text"/>	<input type="text"/>	<input type="text"/>
One Year Agreement			
Total cost of salary settlement	<input type="text"/>	<input type="text"/>	<input type="text"/>
% change in salary schedule from prior year or	<input type="text"/>	<input type="text"/>	<input type="text"/>
Multiyear Agreement			
Total cost of salary settlement	<input type="text"/>	<input type="text"/>	<input type="text"/>
% change in salary schedule from prior year (may enter text, such as "Reopener")	<input type="text"/>	<input type="text"/>	<input type="text"/>

Identify the source of funding that will be used to support multiyear salary commitments:

Negotiations Not Settled

6. Cost of a one percent increase in salary and statutory benefits

7. Amount included for any tentative salary schedule increases	Budget Year (2020-21)	1st Subsequent Year (2021-22)	2nd Subsequent Year (2022-23)
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Classified (Non-management) Health and Welfare (H&W) Benefits

1. Are costs of H&W benefit changes included in the budget and MYPs?
2. Total cost of H&W benefits
3. Percent of H&W cost paid by employer
4. Percent projected change in H&W cost over prior year

Budget Year (2020-21)	1st Subsequent Year (2021-22)	2nd Subsequent Year (2022-23)
Yes	Yes	Yes
\$3,696,404	\$3,630,302	\$3,200,529
capped at \$12,027	capped at \$12,027	capped at \$10,824
12.0%	-1.8%	-11.8%

Classified (Non-management) Prior Year Settlements

- Are any new costs from prior year settlements included in the budget?
If Yes, amount of new costs included in the budget and MYPs
If Yes, explain the nature of the new costs:

No		
----	--	--

Classified (Non-management) Step and Column Adjustments

1. Are step & column adjustments included in the budget and MYPs?
2. Cost of step & column adjustments
3. Percent change in step & column over prior year

Budget Year (2020-21)	1st Subsequent Year (2021-22)	2nd Subsequent Year (2022-23)
Yes	Yes	Yes
\$398,775	\$369,155	\$371,704
-1.0%	-7.4%	0.7%

Classified (Non-management) Attrition (layoffs and retirements)

1. Are savings from attrition included in the budget and MYPs?
2. Are additional H&W benefits for those laid-off or retired employees included in the budget and MYPs?

Budget Year (2020-21)	1st Subsequent Year (2021-22)	2nd Subsequent Year (2022-23)
Yes	Yes	Yes
Yes	Yes	Yes

Classified (Non-management) - Other

List other significant contract changes and the cost impact of each change (i.e., hours of employment, leave of absence, bonuses, etc.):

S8C. Cost Analysis of District's Labor Agreements - Management/Supervisor/Confidential Employees

DATA ENTRY: Enter all applicable data items; there are no extractions in this section.

	Prior Year (2nd Interim) (2019-20)	Budget Year (2020-21)	1st Subsequent Year (2021-22)	2nd Subsequent Year (2022-23)
Number of management, supervisor, and confidential FTE positions	75.0	69.0	68.0	68.0

Management/Supervisor/Confidential Salary and Benefit Negotiations

1. Are salary and benefit negotiations settled for the budget year?

No

If Yes, complete question 2.

If No, identify the unsettled negotiations including any prior year unsettled negotiations and then complete questions 3 and 4.

If n/a, skip the remainder of Section S8C.

Negotiations Settled

2. Salary settlement:

Is the cost of salary settlement included in the budget and multiyear projections (MYPs)?

Total cost of salary settlement

% change in salary schedule from prior year (may enter text, such as "Reopener")

	Budget Year (2020-21)	1st Subsequent Year (2021-22)	2nd Subsequent Year (2022-23)
Is the cost of salary settlement included in the budget and multiyear projections (MYPs)?			
Total cost of salary settlement			
% change in salary schedule from prior year (may enter text, such as "Reopener")			

Negotiations Not Settled

3. Cost of a one percent increase in salary and statutory benefits

105,836

4. Amount included for any tentative salary schedule increases

	Budget Year (2020-21)	1st Subsequent Year (2021-22)	2nd Subsequent Year (2022-23)
Amount included for any tentative salary schedule increases			

Management/Supervisor/Confidential Health and Welfare (H&W) Benefits

- Are costs of H&W benefit changes included in the budget and MYPs?
- Total cost of H&W benefits
- Percent of H&W cost paid by employer
- Percent projected change in H&W cost over prior year

	Budget Year (2020-21)	1st Subsequent Year (2021-22)	2nd Subsequent Year (2022-23)
Are costs of H&W benefit changes included in the budget and MYPs?	Yes	Yes	Yes
Total cost of H&W benefits	\$787,379	\$775,367	\$696,219
Percent of H&W cost paid by employer	capped at \$12,012	capped at \$12,012	capped at \$10,825
Percent projected change in H&W cost over prior year	-5.0%	-1.5%	-10.2%

Management/Supervisor/Confidential Step and Column Adjustments

- Are step & column adjustments included in the budget and MYPs?
- Cost of step and column adjustments
- Percent change in step & column over prior year

	Budget Year (2020-21)	1st Subsequent Year (2021-22)	2nd Subsequent Year (2022-23)
Are step & column adjustments included in the budget and MYPs?	Yes	Yes	Yes
Cost of step and column adjustments	\$127,412	\$125,423	\$125,797
Percent change in step & column over prior year	-14.0%	-1.6%	0.3%

Management/Supervisor/Confidential Other Benefits (mileage, bonuses, etc.)

- Are costs of other benefits included in the budget and MYPs?
- Total cost of other benefits
- Percent change in cost of other benefits over prior year

	Budget Year (2020-21)	1st Subsequent Year (2021-22)	2nd Subsequent Year (2022-23)
Are costs of other benefits included in the budget and MYPs?	Yes	Yes	Yes
Total cost of other benefits	\$51,110	\$49,495	\$49,495
Percent change in cost of other benefits over prior year	5.0%	-3.2%	0.0%

S9. Local Control and Accountability Plan (LCAP)

Confirm that the school district's governing board has adopted an LCAP or an update to the LCAP effective for the budget year.

DATA ENTRY: Click the appropriate Yes or No button in item 1, and enter the date in item 2.

1. Did or will the school district's governing board adopt an LCAP or an update to the LCAP effective for the budget year?

2. Adoption date of the LCAP or an update to the LCAP.

S10. LCAP Expenditures

Confirm that the school district's budget includes the expenditures necessary to implement the LCAP or annual update to the LCAP.

DATA ENTRY: Click the appropriate Yes or No button.

Does the school district's budget include the expenditures necessary to implement the LCAP or annual update to the LCAP as described in the Local Control and Accountability Plan and Annual Update Template?

ADDITIONAL FISCAL INDICATORS

The following fiscal indicators are designed to provide additional data for reviewing agencies. A "Yes" answer to any single indicator does not necessarily suggest a cause for concern, but may alert the reviewing agency to the need for additional review.

DATA ENTRY: Click the appropriate Yes or No button for items A1 through A9 except item A3, which is automatically completed based on data in Criterion 2.

- A1. Do cash flow projections show that the district will end the budget year with a negative cash balance in the general fund?
- A2. Is the system of personnel position control independent from the payroll system?
- A3. Is enrollment decreasing in both the prior fiscal year and budget year? (Data from the enrollment budget column and actual column of Criterion 2A are used to determine Yes or No)
- A4. Are new charter schools operating in district boundaries that impact the district's enrollment, either in the prior fiscal year or budget year?
- A5. Has the district entered into a bargaining agreement where any of the budget or subsequent years of the agreement would result in salary increases that are expected to exceed the projected state funded cost-of-living adjustment?
- A6. Does the district provide uncapped (100% employer paid) health benefits for current or retired employees?
- A7. Is the district's financial system independent of the county office system?
- A8. Does the district have any reports that indicate fiscal distress pursuant to Education Code Section 42127.6(a)? (If Yes, provide copies to the county office of education)
- A9. Have there been personnel changes in the superintendent or chief business official positions within the last 12 months?

When providing comments for additional fiscal indicators, please include the item number applicable to each comment.

Comments:
(optional)

A1: Due to the State Apportionment Deferrals proposed in the Governor's May Revise Budget for 2020-21, the District's cash flow projection for the budget year 2020-21 shows that the District will end the year with a negative cash balance in the Gen'd. The District will use short-term interfund borrowing, or TRANS, as necessary, to meet the cash shortfall.
A6: The District offers uncapped health benefits to vested retirees hired prior to 2013 and to age 69.
A9: A new Superintendent was hired as of July 1, 2019. A new Assistant Superintendent of Business & Fiscal Services was hired as of June 1, 2020.

End of School District Budget Criteria and Standards Review

SACS2020 Financial Reporting Software - 2020.1.0
6/17/2020 11:28:31 AM

56-72538-0000000

July 1 Budget
2020-21 Budget
Technical Review Checks

Oxnard Elementary

Ventura County

Following is a chart of the various types of technical review checks and related requirements:

- F - Fatal (Data must be corrected; an explanation is not allowed)
- W/WC - Warning/Warning with Calculation (If data are not correct, correct the data; if data are correct an explanation is required)
- O - Informational (If data are not correct, correct the data; if data are correct an explanation is optional, but encouraged)

IMPORT CHECKS

GENERAL LEDGER CHECKS

SUPPLEMENTAL CHECKS

EXPORT CHECKS

Checks Completed.

SACS2020 Financial Reporting Software - 2020.1.0
6/17/2020 11:22:27 AM

56-72538-0000000

July 1 Budget
2019-20 Estimated Actuals
Technical Review Checks

Oxnard Elementary

Ventura County

Following is a chart of the various types of technical review checks and related requirements:

- F - Fatal (Data must be corrected; an explanation is not allowed)
- W/WC - Warning/Warning with Calculation (If data are not correct, correct the data; if data are correct an explanation is required)
- O - Informational (If data are not correct, correct the data; if data are correct an explanation is optional, but encouraged)

IMPORT CHECKS

GENERAL LEDGER CHECKS

SUPPLEMENTAL CHECKS

EXPORT CHECKS

Checks Completed.

Description	Object Codes	2020-21 Budget (Form 01) (A)	% Change (Cols. C-A/A) (B)	2021-22 Projection (C)	% Change (Cols. E-C/C) (D)	2022-23 Projection (E)
(Enter projections for subsequent years 1 and 2 in Columns C and E; current year - Column A - is extracted)						
A. REVENUES AND OTHER FINANCING SOURCES						
1. LCFF/Revenue Limit Sources	8010-8099	153,410,469.00	-0.88%	152,059,801.00	-2.17%	148,761,987.00
2. Federal Revenues	8100-8299	0.00	0.00%	0.00	0.00%	0.00
3. Other State Revenues	8300-8599	3,245,853.00	0.00%	3,245,853.00	0.00%	3,245,853.00
4. Other Local Revenues	8600-8799	3,161,722.00	-2.16%	3,093,333.00	0.00%	3,093,333.00
5. Other Financing Sources						
a. Transfers In	8900-8929	0.00	0.00%	0.00	0.00%	0.00
b. Other Sources	8930-8979	0.00	0.00%	0.00	0.00%	0.00
c. Contributions	8980-8999	(36,925,709.00)	2.30%	(37,774,120.00)	8.79%	(41,092,706.00)
6. Total (Sum lines A1 thru A5c)		122,892,335.00	-1.85%	120,624,867.00	-5.49%	114,008,467.00
B. EXPENDITURES AND OTHER FINANCING USES						
1. Certificated Salaries						
a. Base Salaries				58,152,841.00		57,379,557.00
b. Step & Column Adjustment				847,974.00		849,443.00
c. Cost-of-Living Adjustment						
d. Other Adjustments				(1,621,258.00)		(750,000.00)
e. Total Certificated Salaries (Sum lines B1a thru B1d)	1000-1999	58,152,841.00	-1.33%	57,379,557.00	0.17%	57,479,000.00
2. Classified Salaries						
a. Base Salaries				15,919,478.00		14,732,177.00
b. Step & Column Adjustment				217,717.00		218,523.00
c. Cost-of-Living Adjustment						
d. Other Adjustments				(1,405,018.00)		(164,000.00)
e. Total Classified Salaries (Sum lines B2a thru B2d)	2000-2999	15,919,478.00	-7.46%	14,732,177.00	0.37%	14,786,700.00
3. Employee Benefits	3000-3999	29,359,758.00	0.48%	29,500,531.00	4.75%	30,901,031.00
4. Books and Supplies	4000-4999	7,152,425.00	-1.12%	7,072,425.00	0.00%	7,072,425.00
5. Services and Other Operating Expenditures	5000-5999	14,950,985.00	0.00%	14,950,985.00	0.00%	14,950,985.00
6. Capital Outlay	6000-6999	26,250.00	14.29%	30,000.00	0.00%	30,000.00
7. Other Outgo (excluding Transfers of Indirect Costs)	7100-7299, 7400-7499	955,017.00	0.00%	955,017.00	0.00%	955,017.00
8. Other Outgo - Transfers of Indirect Costs	7300-7399	(1,783,440.00)	0.00%	(1,783,440.00)	0.00%	(1,783,440.00)
9. Other Financing Uses						
a. Transfers Out	7600-7629	654,729.00	-23.63%	500,000.00	0.00%	500,000.00
b. Other Uses	7630-7699	0.00	0.00%	0.00	0.00%	0.00
10. Other Adjustments (Explain in Section F below)				(1,500,000.00)		(1,000,000.00)
11. Total (Sum lines B1 thru B10)		125,388,043.00	-2.83%	121,837,252.00	-6.52%	113,891,718.00
C. NET INCREASE (DECREASE) IN FUND BALANCE						
(Line A6 minus line B11)		(2,495,708.00)		(1,212,385.00)		116,749.00
D. FUND BALANCE						
1. Net Beginning Fund Balance (Form 01, line F1c)		10,880,866.00		8,385,158.00		7,172,773.00
2. Ending Fund Balance (Sum lines C and D1)		8,385,158.00		7,172,773.00		7,289,522.00
3. Components of Ending Fund Balance						
a. Nonspendable	9710-9719	120,000.00		120,000.00		120,000.00
b. Restricted	9740					
c. Committed						
1. Stabilization Arrangements	9750	0.00		0.00		0.00
2. Other Commitments	9760	0.00		0.00		0.00
d. Assigned	9780	150,000.00		150,000.00		150,000.00
e. Unassigned/Unappropriated						
1. Reserve for Economic Uncertainties	9789	5,756,915.00		5,478,259.00		5,266,983.00
2. Unassigned/Unappropriated	9790	2,358,243.00		1,424,514.00		1,752,539.00
f. Total Components of Ending Fund Balance						
(Line D3f must agree with line D2)		8,385,158.00		7,172,773.00		7,289,522.00

Description	Object Codes	2020-21 Budget (Form 01) (A)	% Change (Cols. C-A/A) (B)	2021-22 Projection (C)	% Change (Cols. E-C/C) (D)	2022-23 Projection (E)
E. AVAILABLE RESERVES						
1. General Fund						
a. Stabilization Arrangements	9750	0.00		0.00		0.00
b. Reserve for Economic Uncertainties	9789	5,756,915.00		5,478,259.00		5,266,983.00
c. Unassigned/Unappropriated	9790	2,358,243.00		1,424,514.00		1,752,539.00
(Enter reserve projections for subsequent years 1 and 2 in Columns C and E; current year - Column A - is extracted.)						
2. Special Reserve Fund - Noncapital Outlay (Fund 17)						
a. Stabilization Arrangements	9750					
b. Reserve for Economic Uncertainties	9789					
c. Unassigned/Unappropriated	9790					
3. Total Available Reserves (Sum lines E1a thru E2c)		8,115,158.00		6,902,773.00		7,019,522.00
F. ASSUMPTIONS						
Please provide below or on a separate attachment, the assumptions used to determine the projections for the first and second subsequent fiscal years. Further, please include an explanation for any significant expenditure adjustments projected in lines B1d, B2d, and B10. For additional information, please refer to the Budget Assumptions section of the SACS Financial Reporting Software User Guide.						

Description	Object Codes	2020-21 Budget (Form 01) (A)	% Change (Cols. C-A/A) (B)	2021-22 Projection (C)	% Change (Cols. E-C/C) (D)	2022-23 Projection (E)
<p>B1d. 2021-22 Projection, Unrestricted: The District anticipates the following changes to 2021-22 certificated salaries: (\$6,821,258) for a reduction of certificated staff, due to declining enrollment, class size increases, and furlough days. \$5.2 million increase, to shift back teacher salaries that were cost-shifted to restricted CARES Act funding (Resource 3210) in 2020-21 as a one-time cost shift. Net decrease to certificated salaries in 2021-22 is \$1,621,258.</p> <p>2022-23 Projection, Unrestricted: The District anticipates the following changes to 2022-23 certificated salaries: (\$750,000) for a reduction of 10 FTE due to declining enrollment/class size increases.</p> <p>B2d. 2021-22 Projection, Unrestricted: The District anticipates the following changes to 2021-22 classified salaries: (\$1,905,018) for a reduction of classified staff, due to declining enrollment, class size increases, and furlough days. \$500,000 increase, to shift back classified salaries that were cost-shifted to restricted CARES Act funding (Resource 3210) in 2020-21 as a one-time cost shift. Net decrease to classified salaries in 2021-22 is \$1,405,018.</p> <p>2022-23 Projection, Unrestricted: The District anticipates the following changes to 2022-23 classified salaries: (\$164,000) for a reduction of 4 positions due to declining enrollment/class size increases.</p> <p>B10, Unrestricted The District has included within each major object code, budget reduction plan items for both the 2021-22 and 2022-23 projection years. Beyond those included reductions, in order to meet the reduced LCFF revenue projected from the Governor's May Revise Budget, the District needs to identify an additional \$1.5 million in budget reductions in 2021-22, and an additional \$11 million in budget reductions in 2022-23.</p>						

Description	Object Codes	2020-21 Budget (Form 01) (A)	% Change (Cols. C-A/A) (B)	2021-22 Projection (C)	% Change (Cols. E-C/C) (D)	2022-23 Projection (E)
(Enter projections for subsequent years 1 and 2 in Columns C and E; current year - Column A - is extracted)						
A. REVENUES AND OTHER FINANCING SOURCES						
1. LCFF/Revenue Limit Sources	8010-8099	0.00	0.00%	0.00	0.00%	0.00
2. Federal Revenues	8100-8299	15,896,821.00	-44.03%	8,896,821.00	0.00%	8,896,821.00
3. Other State Revenues	8300-8599	4,745,870.00	0.00%	4,745,870.00	0.00%	4,745,870.00
4. Other Local Revenues	8600-8799	6,939,000.00	0.00%	6,939,000.00	0.00%	6,939,000.00
5. Other Financing Sources						
a. Transfers In	8900-8929	0.00	0.00%	0.00	0.00%	0.00
b. Other Sources	8930-8979	0.00	0.00%	0.00	0.00%	0.00
c. Contributions	8980-8999	36,925,709.00	2.30%	37,774,120.00	8.79%	41,092,706.00
6. Total (Sum lines A1 thru A5c)		64,507,400.00	-9.54%	58,355,811.00	5.69%	61,674,397.00
B. EXPENDITURES AND OTHER FINANCING USES						
1. Certificated Salaries						
a. Base Salaries				22,146,188.00		17,048,131.00
b. Step & Column Adjustment				251,943.00		253,472.00
c. Cost-of-Living Adjustment						
d. Other Adjustments				(5,350,000.00)		(150,000.00)
e. Total Certificated Salaries (Sum lines B1a thru B1d)	1000-1999	22,146,188.00	-23.02%	17,048,131.00	0.61%	17,151,603.00
2. Classified Salaries						
a. Base Salaries				11,612,961.00		11,238,040.00
b. Step & Column Adjustment				166,079.00		167,956.00
c. Cost-of-Living Adjustment						
d. Other Adjustments				(541,000.00)		(41,000.00)
e. Total Classified Salaries (Sum lines B2a thru B2d)	2000-2999	11,612,961.00	-3.23%	11,238,040.00	1.13%	11,364,996.00
3. Employee Benefits	3000-3999	11,143,161.00	-2.38%	10,878,459.00	6.18%	11,551,031.00
4. Books and Supplies	4000-4999	5,867,177.00	0.00%	5,867,177.00	0.00%	5,867,177.00
5. Services and Other Operating Expenditures	5000-5999	12,757,878.00	0.00%	12,757,878.00	0.00%	12,757,878.00
6. Capital Outlay	6000-6999	160,000.00	0.00%	160,000.00	0.00%	160,000.00
7. Other Outgo (excluding Transfers of Indirect Costs)	7100-7299, 7400-7499	1,730,000.00	0.00%	1,730,000.00	0.00%	1,730,000.00
8. Other Outgo - Transfers of Indirect Costs	7300-7399	1,091,712.00	0.00%	1,091,712.00	0.00%	1,091,712.00
9. Other Financing Uses						
a. Transfers Out	7600-7629	0.00	0.00%	0.00	0.00%	0.00
b. Other Uses	7630-7699	0.00	0.00%	0.00	0.00%	0.00
10. Other Adjustments (Explain in Section F below)						
11. Total (Sum lines B1 thru B10)		66,509,077.00	-8.63%	60,771,397.00	1.49%	61,674,397.00
C. NET INCREASE (DECREASE) IN FUND BALANCE (Line A6 minus line B11)						
		(2,001,677.00)		(2,415,586.00)		0.00
D. FUND BALANCE						
1. Net Beginning Fund Balance (Form 01, line F1e)		4,417,263.00		2,415,586.00		0.00
2. Ending Fund Balance (Sum lines C and D1)		2,415,586.00		0.00		0.00
3. Components of Ending Fund Balance						
a. Nonspendable	9710-9719	0.00		0.00		0.00
b. Restricted	9740	2,415,586.00		0.00		0.00
c. Committed						
1. Stabilization Arrangements	9750					
2. Other Commitments	9760					
d. Assigned	9780					
e. Unassigned/Unappropriated						
1. Reserve for Economic Uncertainties	9789					
2. Unassigned/Unappropriated	9790	0.00		0.00		0.00
f. Total Components of Ending Fund Balance (Line D3f must agree with line D2)		2,415,586.00		0.00		0.00

Description	Object Codes	2020-21 Budget (Form 01) (A)	% Change (Cols. C-A/A) (B)	2021-22 Projection (C)	% Change (Cols. E-C/C) (D)	2022-23 Projection (E)
E. AVAILABLE RESERVES						
1. General Fund						
a. Stabilization Arrangements	9750					
b. Reserve for Economic Uncertainties	9789					
c. Unassigned/Unappropriated	9790					
(Enter reserve projections for subsequent years 1 and 2 in Columns C and E; current year - Column A - is extracted.)						
2. Special Reserve Fund - Noncapital Outlay (Fund 17)						
a. Stabilization Arrangements	9750					
b. Reserve for Economic Uncertainties	9789					
c. Unassigned/Unappropriated	9790					
3. Total Available Reserves (Sum lines E1a thru E2c)						
F. ASSUMPTIONS						
Please provide below or on a separate attachment, the assumptions used to determine the projections for the first and second subsequent fiscal years. Further, please include an explanation for any significant expenditure adjustments projected in lines B1d, B2d, and B10. For additional information, please refer to the Budget Assumptions section of the SACS Financial Reporting Software User Guide.						

Description Object Codes	2020-21 Budget (Form 01) (A)	% Change (Cols. C-A/A) (B)	2021-22 Projection (C)	% Change (Cols. E-C/C) (D)	2022-23 Projection (E)
<p>B1d. 2021-22 Projection, Restricted: The District anticipates the following changes to 2021-22 certificated salaries: (\$150,000) for a reduction of 2 FTE due to declining enrollment/class size increases. (\$5.2 million) decrease, to shift back teacher salaries that were cost-shifted from Unrestricted General Fund to restricted CARES Act funding (Resource 3210) in 2020-21 as a one-time cost shift. Net decrease to certificated salaries in 2021-22 is \$5.35 million. 2022-23 Projection, Restricted: The District anticipates the following changes to 2022-23 certificated salaries: (\$150,000) for a reduction of 2 FTE due to declining enrollment/class size increases.</p>					
<p>B2d. 2021-22 Projection, Restricted: The District anticipates the following changes to 2021-22 classified salaries: (\$41,000) for a reduction of 1 position due to declining enrollment/class size increases. (\$500,000) decrease, to shift back classified salaries that were cost-shifted from Unrestricted General Fund to restricted CARES Act funding (Resource 3210) in 2020-21 as a one-time cost shift. Net decrease to classified salaries in 2021-22 is \$541,000. 2022-23 Projection, Restricted: The District anticipates the following changes to 2022-23 classified salaries: (\$41,000) for a reduction of 1 position due to declining enrollment/class size increases.</p>					

Description	Object Codes	2020-21 Budget (Form 01) (A)	% Change (Cols. C-A/A) (B)	2021-22 Projection (C)	% Change (Cols. E-C/C) (D)	2022-23 Projection (E)
(Enter projections for subsequent years 1 and 2 in Columns C and E; current year - Column A - is extracted)						
A. REVENUES AND OTHER FINANCING SOURCES						
1. LCFF/Revenue Limit Sources	8010-8099	153,410,469.00	-0.88%	152,059,801.00	-2.17%	148,761,987.00
2. Federal Revenues	8100-8299	15,896,821.00	-44.03%	8,896,821.00	0.00%	8,896,821.00
3. Other State Revenues	8300-8599	7,991,723.00	0.00%	7,991,723.00	0.00%	7,991,723.00
4. Other Local Revenues	8600-8799	10,100,722.00	-0.68%	10,032,333.00	0.00%	10,032,333.00
5. Other Financing Sources						
a. Transfers In	8900-8929	0.00	0.00%	0.00	0.00%	0.00
b. Other Sources	8930-8979	0.00	0.00%	0.00	0.00%	0.00
c. Contributions	8980-8999	0.00	0.00%	0.00	0.00%	0.00
6. Total (Sum lines A1 thru A5c)		187,399,735.00	-4.49%	178,980,678.00	-1.84%	175,682,864.00
B. EXPENDITURES AND OTHER FINANCING USES						
1. Certificated Salaries				80,299,029.00		74,427,688.00
a. Base Salaries				1,099,917.00		1,102,915.00
b. Step & Column Adjustment				0.00		0.00
c. Cost-of-Living Adjustment				(6,971,258.00)		(900,000.00)
d. Other Adjustments						
e. Total Certificated Salaries (Sum lines B1a thru B1d)	1000-1999	80,299,029.00	-7.31%	74,427,688.00	0.27%	74,630,603.00
2. Classified Salaries				27,532,439.00		25,970,217.00
a. Base Salaries				383,796.00		386,479.00
b. Step & Column Adjustment				0.00		0.00
c. Cost-of-Living Adjustment				(1,946,018.00)		(205,000.00)
d. Other Adjustments						
e. Total Classified Salaries (Sum lines B2a thru B2d)	2000-2999	27,532,439.00	-5.67%	25,970,217.00	0.70%	26,151,696.00
3. Employee Benefits	3000-3999	40,502,919.00	-0.31%	40,378,990.00	5.13%	42,452,062.00
4. Books and Supplies	4000-4999	13,019,602.00	-0.61%	12,939,602.00	0.00%	12,939,602.00
5. Services and Other Operating Expenditures	5000-5999	27,708,863.00	0.00%	27,708,863.00	0.00%	27,708,863.00
6. Capital Outlay	6000-6999	186,250.00	2.01%	190,000.00	0.00%	190,000.00
7. Other Outgo (excluding Transfers of Indirect Costs)	7100-7299, 7400-7499	2,685,017.00	0.00%	2,685,017.00	0.00%	2,685,017.00
8. Other Outgo - Transfers of Indirect Costs	7300-7399	(691,728.00)	0.00%	(691,728.00)	0.00%	(691,728.00)
9. Other Financing Uses						
a. Transfers Out	7600-7629	654,729.00	-23.63%	500,000.00	0.00%	500,000.00
b. Other Uses	7630-7699	0.00	0.00%	0.00	0.00%	0.00
10. Other Adjustments				(1,500,000.00)		(11,000,000.00)
11. Total (Sum lines B1 thru B10)		191,897,120.00	-4.84%	182,608,649.00	-3.86%	175,566,115.00
C. NET INCREASE (DECREASE) IN FUND BALANCE (Line A6 minus line B11)						
		(4,497,385.00)		(3,627,971.00)		116,749.00
D. FUND BALANCE						
1. Net Beginning Fund Balance (Form 01, line F1e)		15,298,129.00		10,800,744.00		7,172,773.00
2. Ending Fund Balance (Sum lines C and D1)		10,800,744.00		7,172,773.00		7,289,522.00
3. Components of Ending Fund Balance						
a. Nonspendable	9710-9719	120,000.00		120,000.00		120,000.00
b. Restricted	9740	2,415,586.00		0.00		0.00
c. Committed						
1. Stabilization Arrangements	9750	0.00		0.00		0.00
2. Other Commitments	9760	0.00		0.00		0.00
d. Assigned	9780	150,000.00		150,000.00		150,000.00
e. Unassigned/Unappropriated						
1. Reserve for Economic Uncertainties	9789	5,756,915.00		5,478,259.00		5,266,983.00
2. Unassigned/Unappropriated	9790	2,358,243.00		1,424,514.00		1,752,539.00
f. Total Components of Ending Fund Balance (Line D3f must agree with line D2)		10,800,744.00		7,172,773.00		7,289,522.00

Description	Object Codes	2020-21 Budget (Form 01) (A)	% Change (Cols. C-A/A) (B)	2021-22 Projection (C)	% Change (Cols. E-C/C) (D)	2022-23 Projection (E)
E. AVAILABLE RESERVES						
1. General Fund						
a. Stabilization Arrangements	9750	0.00		0.00		0.00
b. Reserve for Economic Uncertainties	9789	5,756,915.00		5,478,259.00		5,266,983.00
c. Unassigned/Unappropriated	9790	2,358,243.00		1,424,514.00		1,752,539.00
d. Negative Restricted Ending Balances (Negative resources 2000-9999)	979Z			0.00		0.00
2. Special Reserve Fund - Noncapital Outlay (Fund 17)						
a. Stabilization Arrangements	9750	0.00		0.00		0.00
b. Reserve for Economic Uncertainties	9789	0.00		0.00		0.00
c. Unassigned/Unappropriated	9790	0.00		0.00		0.00
3. Total Available Reserves - by Amount (Sum lines E1a thru E2c)		8,115,158.00		6,902,773.00		7,019,522.00
4. Total Available Reserves - by Percent (Line E3 divided by Line F3c)		4.23%		3.78%		4.00%
F. RECOMMENDED RESERVES						
1. Special Education Pass-through Exclusions						
For districts that serve as the administrative unit (AU) of a special education local plan area (SELPA):						
a. Do you choose to exclude from the reserve calculation the pass-through funds distributed to SELPA members?	Yes					
b. If you are the SELPA AU and are excluding special education pass-through funds:						
1. Enter the name(s) of the SELPA(s):						
2. Special education pass-through funds (Column A: Fund 10, resources 3300-3499 and 6500-6540, objects 7211-7213 and 7221-7223; enter projections for subsequent years 1 and 2 in Columns C and E)						
		0.00				
2. District ADA						
Used to determine the reserve standard percentage level on line F3d (Col. A: Form A, Estimated P-2 ADA column, Lines A4 and C4; enter projections)						
		14,893.49		14,582.63		14,243.67
3. Calculating the Reserves						
a. Expenditures and Other Financing Uses (Line B11)		191,897,120.00		182,608,649.00		175,566,115.00
b. Plus: Special Education Pass-through Funds (Line F1b2, if Line F1a is No)		0.00		0.00		0.00
c. Total Expenditures and Other Financing Uses (Line F3a plus line F3b)		191,897,120.00		182,608,649.00		175,566,115.00
d. Reserve Standard Percentage Level (Refer to Form 01CS, Criterion 10 for calculation details)		3%		3%		3%
e. Reserve Standard - By Percent (Line F3c times F3d)		5,756,913.60		5,478,259.47		5,266,983.45
f. Reserve Standard - By Amount (Refer to Form 01CS, Criterion 10 for calculation details)		0.00		0.00		0.00
g. Reserve Standard (Greater of Line F3e or F3f)		5,756,913.60		5,478,259.47		5,266,983.45
h. Available Reserves (Line E3) Meet Reserve Standard (Line F3g)		YES		YES		YES

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna **Date of Meeting:** June 24, 2020

Agenda Section: Section F: Board Policies, First Reading

First Reading - Approval of Revisions to Board Policies and Administrative Regulations (DeGenna)

As a result of COVID 19 and to meet the needs of the community, the district is bringing these policies forward for board approval.

Language was added and deleted to the following BP's and AR's to align with the district's practices for the following:

Instruction:
BP/AR 6158 - Independent Study
BP 6157 - Distance Learning

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:

None at this time. BP/AR 6158 and BP 6157 will be presented for second reading and adoption at the August 5, 2020 Board meeting.

ADDITIONAL MATERIALS:

Attached: [Revised BP 6158 Independent Study](#)
[Revised AR 6158 Independent Study](#)
[New BP 6157 Distance Learning](#)

Independent Study

Instruction

BP 6158 (a)

The ~~Governing~~ Board of Trustees authorizes independent study as an optional alternative instructional strategy for eligible students whose needs may be best met through study outside of the regular classroom setting. Independent study shall offer a means of individualizing the educational plan to serve students who desire a more challenging educational experience, whose health or other personal circumstances make classroom attendance difficult, who are unable to access course(s) due to scheduling problems, and/or who need to make up credits or fill gaps in their learning. As necessary to meet student needs, independent study may be offered on a full-time basis or on a part-time basis in conjunction with part- or full-time classroom study.

(cf. 5147 – Dropout Prevention)

(cf. 6011 - Academic Standards)

(cf. 6143 - Courses of Study)

(cf. 6146.1 - High School Graduation Requirements)

(cf. 6146.11 - Alternative Credits Toward Graduation)

(cf. 6172 - Gifted and Talented Student Program)

(cf. 6200 - Adult Education)

The Superintendent or designee may provide a variety of independent study opportunities, including, but not limited to, through a program or class within a comprehensive school, an alternative school or program of choice, a ~~charter school~~, a home-based format, and an online course.

(cf. 6181 - Alternative Schools/Programs of Choice)

A student's participation in independent study shall be voluntary. Students participating in independent study shall have the right, at any time, to enter or return to the regular classroom mode of instruction. (Education Code 51747; 5 CCR 11700)

Parents/guardians of students who are interested in independent study shall contact the Superintendent or designee. The Superintendent or designee shall approve independent study for an individual student only upon determining that the student is prepared to meet the district's requirements for independent study and is likely to succeed in independent study as well as or better than he/she would in the regular classroom setting.

The minimum period of time for any independent study option shall be five consecutive school days.

Written Agreements

The Superintendent or designee shall ensure that a written master agreement and, as appropriate,

a learning agreement for students participating in course-based independent study exist for each participating student as prescribed by law. (Education Code 51747, 51749.5)

The master agreement shall specify the length of time in which each independent study assignment must be completed. Because excessive leniency in the duration of independent study assignments may result in a student falling behind his/her peers and increase the risk of dropping out of school, independent study assignments shall be no more than one week for all grade levels and types of program. However, when necessary based on the specific circumstances of the student's approved program, the Superintendent or designee may allow for a longer period of time between the date an assignment is made and when it is due, up to the termination date of the agreement.

An evaluation shall be conducted to determine whether it is in a student's best interest to remain in independent study whenever the student misses three assignments, unless the student's written agreement specifies a lower or higher number of missed assignments based on the nature of the assignments, the total number of assignments, and/or other unique circumstances.

Student-Teacher Conferences

Supervising teachers should establish an appropriate schedule for student-teacher conferences in order to help identify students falling behind in their work or in danger of failing or dropping out of school. Teachers are expected to monitor student progress and work closely with each student to determine the amount and type of contact needed for the student to be successful in the program.

Missing appointments with the supervising teacher without valid reasons may trigger an evaluation to determine whether the student should remain in independent study.

Home-Based Independent Study

The Superintendent or designee shall encourage parents/guardians desiring to teach their children at home to have their children participate in independent study. Such participation allows continued contact and cooperation between the school system and the home-based student and ensures that the student will be offered a standards-based education substantially equivalent in quality and quantity to the district's classroom instruction.

Program Evaluation

The Superintendent or designee shall annually report to the Board the number of district students participating in independent study, the average daily attendance generated for apportionment purposes, student performance as measured by standard indicators and in comparison to students in classroom-based instruction, and the number and proportion of independent study students who graduate or successfully complete independent study. Based on the program evaluation, the Board

and Superintendent shall determine areas for program improvement as needed.

(cf. 0500 - Accountability)

(cf. 5121 - Grades/Evaluation of Student Achievement)

(cf. 6162.5 - Student Assessment)

(cf. 6162.51 - State Academic Achievement Tests)

(cf. 6162.52 - High School Exit Examination)

Legal Reference:

EDUCATION CODE

17289 Exemption for facilities

41976.2 Independent study programs; adult education funding 42238 Revenue limits

42238.05 Local control funding formula; average daily attendance

44865 Qualifications for home teachers and teachers in special classes and schools 46200-46208

Instructional day and year

46300-46307.1 Methods of computing average daily attendance

47612.5 Independent study in char

49011 Student fees

51225.3 Requirements for high school graduation

51745-51749.6 Independent study programs

52522 Adult education alternative instructional delivery

52523 Adult education as supplement to high school curriculum; criteria

56026 Individuals with exceptional needs

58500-58512 Alternative schools and programs of choice

FAMILY CODE

6550 Authorization affidavits

CODE OF REGULATIONS, TITLE 5

11700-11703 Independent study

19819 State audit compliance

UNITED STATES CODE, TITLE 20

6301 Highly qualified teachers

COURT DECISIONS

Modesto City Schools v. Education Audits Appeal Panel, (2004) 123 Cal.App.4th 1365

EDUCATION AUDIT APPEALS PANEL DECISIONS

Lucerne Valley Unified School District, Case No. 03-02 (2005)

Management Resources:

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

Elements of Exemplary Independent Study

WEB SITES

California Consortium for Independent Study: <http://www.ccis.org>

California De

Policy
Revised: August 5, 2020

Oxnard School District
Oxnard, California

Independent Study Instruction

AR 6158 (a)

Educational Opportunities

Educational opportunities offered through independent study may include, but are not limited to: (Education Code 51745)

1. Special assignments extending the content of regular courses of instruction

(cf. 6143 - Courses of Study)

2. Individualized study in a particular area of interest or in a subject not currently available in the regular school curriculum

3. Individualized alternative education designed to teach the knowledge and skills of the core curriculum, but not provided as an alternative curriculum

4. Continuing and special study during travel

(cf. 5112.3 - Student Leave of Absence)

5. Volunteer community service activities that support and strengthen student achievement

(cf. 0420.4 - Charter Schools)

(cf. 6142.4 - Service Learning/Community Service Classes)

(cf. 6181 - Alternative Schools/Programs of Choice)

In addition, when requested by a parent/guardian due to an emergency, vacation, or illness, independent study may be used on a short-term basis to ensure that the student is able to maintain academic progress in his/her regular classes.

(cf. 5113 - Absences and Excuses)

Equivalency

The district's independent study option shall be substantially equivalent in quality and quantity to classroom instruction to enable participating students to complete the district's adopted course of study within the customary time frame. Students in independent study shall have access to the same services and resources that are available to other students in the school and shall have equal rights and privileges. (5 CCR 11700, 11701.5)

(cf. 0410 - Nondiscrimination in District Programs and Activities)

The district shall not provide independent study students and their parents/guardians with funds or items of value that are not provided for other students and their parents / guardians.

Independent Study Instruction (contd.)

AR 6158 (b)

(Education Code 46300.6, 51747.3)

Eligibility for Independent Study

Provided that experienced certificated staff is available to effectively supervise students in independent study, the Superintendent or designee may approve the participation of a student who demonstrates the motivation, commitment, organizational skills, and academic skills necessary to work independently. A student whose academic performance is not at grade level may participate in independent study only if the school is able to provide appropriate support, such as supplemental instruction, tutoring, counseling, ongoing diagnostic assessments, and/or differentiated materials, to enable the student to be successful. For an elementary student, the Superintendent or designee may consider the parent/guardian's level of commitment to assist the student.

A student participating in independent study must be a resident of the county or an adjacent county. Full-time independent study shall not be available to students whose district residency status is based on their parent/guardian's employment within district boundaries pursuant to Education Code 48204. (Education Code 46300.2, 51747.3)

(cf. 5111.12 - Residency Based on Parent/Guardian Employment)

For a student with disabilities, as defined in Education Code 56026, participation in independent study shall be approved only if his/her individualized education program specifically provides for such participation. (Education Code 51745)

(cf. 6159 - Individualized Education Program)

A temporarily disabled student shall not receive individual instruction pursuant to Education Code 48206.3 by means of independent study. (Education Code 51745) *Such students may be eligible to enroll in other district programs home / hospital services.*

(cf. 6183 - Home and Hospital Instruction)

(cf. 6200 - Adult Education)

No more than 10 percent of the students enrolled in a continuation high school or opportunity school or program, not including pregnant and parenting students who are primary caregivers for one or more of their children, shall be ~~enrolled in~~ *eligible for apportionment credit for independent study.* (Education Code 51745)

(cf. 5146 - Married/Pregnant/Parenting Students)

(cf. 6184 - Continuation Education)

Independent Study Instruction (contd.)

AR 6158 (c)

~~Master~~ Written Agreements

A written agreement shall be developed and implemented for each student participating in independent study for five or more consecutive school days. (Education Code 46300, 51747)

The agreement shall include general student data, including the student's name, address, grade level, birth date, school of enrollment, and program placement.

The independent study agreement for each participating student also shall include, but not be limited to, all of the following: (Education Code 51747; 5 CCR 11700)

1. The manner, time, frequency, and place for submitting the student's assignments and for reporting his/her progress
2. The objectives and methods of study for the student's work and the methods used to evaluate that work
3. The specific resources, including materials and personnel that will be made available to the student
4. A statement of the Board's policy detailing the maximum length of time allowed between an assignment and its completion and the number of missed assignments, ~~by grade level and type of program~~, which will trigger an evaluation of whether the student should be allowed to continue in independent study
5. The duration of the independent study agreement, including the beginning and ending dates for the student's participation in independent study under the agreement, with a maximum of one ~~school~~ *academic* year.
6. A statement of the number of course credits or, for an elementary student, other measures of academic accomplishment appropriate to the agreement, to be earned by the student upon completion
7. A statement that independent study is an optional educational alternative in which no student may be required to participate
8. In the case of a suspended or expelled student who is referred or assigned to any school, class, or program pursuant to Education Code 48915 or 48917, a statement that instruction may be provided through independent study only if the student is offered the alternative of classroom instruction

(*cf. 5144.1 - Suspension and Expulsion/Due Process*)

9. Signatures of the student, the parent/guardian or caregiver of the student if the student is

Independent Study Instruction (contd.)

AR 6158 (d)

under age 18 years, the certificated employee responsible for the general supervision of independent study, and all persons who have direct responsibility for providing assistance to the student

The parent/guardian's signature on the agreement shall constitute permission for the student to receive instruction through independent study.

The signed, dated agreement may be maintained on file electronically. (Education Code 51747)

Course-Based Independent Study

The district shall offer a course-based independent study program for students in grades K-12 subject to the following requirements: (Education Code 51749.5)

1. Courses shall be taught under the general supervision of certificated employees who hold the appropriate subject matter credential and are employed by the district or by another district, charter school, or county office of education with which the district has a memorandum of understanding to provide the instruction.

(cf. 4112.2 - Certification)

(cf. 4112.24 - Teacher Qualifications Under the No Child Left Behind Act)

2. Courses shall be ~~annually~~ certified by Board resolution to be of the same rigor and educational quality as equivalent classroom-based courses and shall be aligned to all relevant local and state content standards. This certification shall, at a minimum, include the duration, number of equivalent daily instructional minutes for each school day that student is enrolled, number of equivalent total instructional minutes, and number of course credits for each course, consistent with that of equivalent classroom-based courses.

3. Students enrolled in these courses shall meet the applicable age requirements established pursuant to Education Code 46300.1 and 46300.4 and the applicable residency and enrollment requirements established pursuant to Education Code 46300.2, 48204, and 51747.3.

4. Teachers shall communicate with each student in person, by telephone, or by any other live visual or audio connection at least ~~once~~ ~~twice per week~~ ~~calendar month~~ to assess whether the student is making satisfactory educational progress. For this purpose, satisfactory educational progress includes, but is not limited to, applicable statewide accountability measures and the completion of assignments, examinations, or other indicators that the student is working on assignments, learning required concepts, and progressing toward successful completion of the course, as determined by the teacher providing instruction.

Written or computer-based evidence of satisfactory educational progress shall be retained for each course and student, including, at a minimum, a grade book or summary document that lists all assignments, examinations, and associated grades for each course.

Independent Study Instruction (contd.)

AR 6158 (e)

If satisfactory educational progress is not being made, the teacher shall notify the student and, if the student is under age 18 years, his/her parent/guardian. The teacher shall conduct an evaluation to determine whether it is in the student's best interest to remain in the course or whether he/she should be referred to an alternative program, which may include, but is not limited to, a regular school program. A written record of the evaluation findings shall be a mandatory interim student record maintained for three years from the date of the evaluation. If the student transfers to another California public school, the record shall be forwarded to that school.

(cf. 5125 - Student Records)

5. *State-wide* examinations shall be administered by a proctor.
6. Statewide testing results shall be reported and assigned to the school at which the student is enrolled and shall be included in the aggregate results of the district. Test results also shall be disaggregated for purposes of comparisons with the test results of students enrolled in classroom-based courses.

(cf. 6162.51 - State Academic Achievement Tests)

7. A student shall not be required to enroll in courses included in this program.
8. The student-teacher ratio in the courses in this program shall meet the requirements of Education Code 51745.6.
9. For each student, the combined equivalent daily instructional minutes for courses in this program and all other courses shall meet applicable minimum instructional day requirements, and the student shall be offered the minimum annual total equivalent instructional minutes pursuant to Education Code 46200-46208.

(cf. 6111 - School Calendar)

(cf. 6112 - School Day)

~~10. Courses required for high school graduation or for admission to the University of California or California State University shall not be offered exclusively through independent study.~~

11. A student participating in this program shall not be assessed a fee that is prohibited by Education Code 49011.

12. A student shall not be prohibited from participating in independent study solely on the basis that he/she does not have the materials, equipment, or Internet access necessary to

Independent Study Instruction (contd.)

AR 6158 (f)

participate in the course.

(cf. 3260 - Fees and Charges)

Before enrolling a student in a course within this program, the Superintendent or designee shall provide the student and, if the student is under age 18 years, his/her parent/guardian with a written learning agreement that includes all of the following: (Education Code 51749.6)

1. A summary of the district's policies and procedures related to this program
2. The duration of the enrolled course(s) and the number of course credits for each enrolled course, consistent with the Board certifications made pursuant to item #2 above
3. The duration of the learning agreement, which shall not exceed a school year or span multiple school years
4. The learning objectives and expectations for each course, including, but not limited to, a description of how satisfactory educational progress is measured and when a student evaluation is required to determine whether the student should remain in the course or be referred to an alternative program, which may include, but is not limited to, a regular school program
5. The specific resources, including materials and personnel that will be made available to the student
6. A statement that the student is not required to enroll in courses in this program
7. Signatures of the student, the student's parent/guardian if the student is under age 18 years, and all teachers providing instruction

The student's or parent/guardian's signature shall constitute permission for the student to receive instruction through independent study. (Education Code 51749.6)

The Superintendent or designee shall retain a physical or electronic copy of the signed learning agreement for at least three years and as appropriate for auditing purposes. (Education Code 51749.6)

Monitoring Student Progress

Independent study students who are late, miss scheduled conferences, or do not submit assigned work on time shall not be reported as tardy or truant.

However, the independent study administrator and/or supervising teacher shall promptly and

directly address any failure by the student to meet the terms of his/her written agreement. The following supportive strategies may be used:

1. A letter to the student and/or parent/guardian
2. A meeting between the student and the teacher and/or counselor
3. A meeting between the student and the independent study administrator, including the parent/guardian if appropriate
4. An increase in the amount of time the student works under direct supervision

When the student has missed the number of assignments specified in the written agreement as precipitating an evaluation, the Superintendent or designee shall conduct an evaluation to determine whether or not independent study is appropriate for the student. This evaluation may result in termination of the independent study agreement and the student's return to a regular school program or other alternative program.

A written record of the findings of any such evaluation shall be treated as a mandatory interim student record which shall be maintained for three years from the date of the evaluation. (Education Code 51747)

~~Independent study students who are late, miss scheduled conferences, or do not submit assigned work on time shall not be reported as tardy or truant.~~

Responsibilities of Independent Study Administrator

The responsibilities of the independent study administrator ~~include, but are not limited~~ shall be to:

1. *Ensure that the district's independent study option is operated in accordance with law, Board policy, and administrative regulation and is substantially equal in quality and quantity to the classroom instruction*
2. *Obtain and maintain current information and skills required for the operation of an independent study program that meets established standards for the district's educational programs*
3. *Develop and manage the budget for independent study*
4. ~~Recommending~~ *Authorize the selection of certificated staff to be assigned as independent study teachers and supervising staff assigned to independent study functions who are not regularly supervised by another administrator*

Independent Study Instruction (contd.)

AR 6158 (h)

5. ~~Supervise~~ *Supervise any staff assigned to independent study functions that are not regularly supervised by another administrator*
6. ~~Approving or denying~~ *Approve or deny the participation of students requesting independent study*
7. ~~Facilitate~~ *Facilitating* the completion of written independent study agreements
8. ~~Assure~~ *Ensuring* a smooth transition for students into and out of the independent study mode of instruction
9. ~~Approving~~ *Approve* all credits earned through independent study *and forward the information to the appropriate staff so that the information becomes part of the student's record*
10. ~~Completing or coordinating~~ *Complete or coordinate* the preparation of all records and reports required by law, Board policy, or administrative regulation

Assignment and Responsibilities of Independent Study Teachers

Each student's independent study shall be coordinated, evaluated, and carried out under the general supervision of a certificated employee who consents to the assignment. (Education Code 44865, 51747.5; 5 CCR 11700)

(cf. 4112.2 - Certification)

The principal and independent study administrator may recommend and the Superintendent shall approve the assignment of teachers to directly supervise independent study and/or work with students on specific subject matter. The Superintendent or designee shall ensure that independent study teachers have access to professional development and support comparable to classroom-based teachers.

(cf. 4131 - Staff Development)

The ratio of student average daily attendance ~~for independent study students age 18 years or younger~~ to full-time equivalent certificated employees responsible for independent study shall not exceed the equivalent ratio for all other education programs in the district unless a new higher or lower ratio for all other educational programs offered is negotiated in a collective bargaining agreement or the district enters into a memorandum of understanding that indicates an existing collective bargaining agreement contains an alternative ratio. (Education Code 51745.6)

The responsibilities of the supervising teacher shall ~~include, but are not limited~~ be to:

1. Complete designated portions of the written independent study agreement *and add*

additional information to the written agreement when appropriate

2. ~~Supervising and approving~~ Supervise and approve coursework ~~and assignments~~
3. *Design lesson plans and make assignments*
4. ~~Maintaining~~ records of student assignments showing the date the assignment is given and the date the assignment is due
5. ~~Providing~~ Provide direct instruction and counsel as necessary for individual student success
6. Regularly meeting with the student to discuss the student's progress
7. ~~Determining~~ Judge the time value of assigned work or work products completed and submitted by the student
8. ~~Assessing~~ student work *and determine* and assigning grades or other approved measures of achievement
9. *Select and save representative samples of the student's completed and evaluated assignments for each subject, signed or initialed and dated in accordance with item #3 in the section on "Records" below. One sample per course listed on the master agreement. Sample must not be an exam.*
10. ~~Maintaining~~ a daily or hourly attendance register in accordance with item #4 in the section on "Records" below
11. *Maintain any other required records and files on a current basis* Records
The Superintendent or designee shall ensure that records are maintained for audit purposes. These records shall include, but not be limited to: (Education Code 51748; 5 CCR 11703)

~~The Superintendent or designee shall ensure that independent study teachers have access to professional development and support comparable to classroom-based teachers.~~

Records

~~The Superintendent or designee shall ensure that records are maintained for audit purposes. These records shall include, but not be limited to : (Education Code 51748; 5 CCR 11703)~~

1. A copy of the Board policy, administrative regulation, and other procedures related to independent study.

Independent Study Instruction (contd.)

AR 6158 (j)

2. A *separate* listing of the students, by grade level, program, and school, who have participated in independent study. ~~This listing shall identify along with the units of the curriculum attempted and units of the curriculum completed by students in grades K-8 and the course credits attempted by and awarded to students in grades 9-12 and adult education, as specified in their written agreements.~~

3. A file of all agreements, with representative samples of each student's work products bearing the supervising teacher's *signed or initialed and dated* notations indicating that he/she has personally evaluated the work or that he/she has personally reviewed the evaluations made by another certificated teacher.

4. A *daily or hourly attendance register*, as appropriate to the program in which the students are participating, ~~a daily or hourly attendance register~~ separate from classroom attendance records, *and* maintained on a current basis as time values of student work products judged by a certificated teacher, and reviewed by the supervising teacher if they are two different persons.

(cf. 3580 - District Records)

The above records shall be maintained for three years, excluding the current fiscal year.

The Superintendent or designee also shall maintain a record of grades and other evaluations issued to each student for independent study assignments.

Each school shall maintain records for the students at that school.

A written record of the findings of any evaluation conducted after the student has missed the number of assignments specified in Board policy shall be treated as a mandatory interim student record which shall be maintained for three years from the date of the evaluation. (Education Code 51747)

(cf. 5125 - Student Records)

Regulation
Revised: 08/5/2020

Oxnard School District
Oxnard, California

Instruction

DISTANCE LEARNING

The Governing Board recognizes that distance learning can be a viable alternative instructional strategy that supports student achievement of academic goals. Distance learning opportunities may be offered to students participating in independent study, credit recovery courses, enrichment courses, or other courses identified by the Superintendent or designee, or in the event that a school site is physically closed due to widespread illness, natural disaster, or other emergency.

(cf. 3516 - Emergencies and Disaster Preparedness Plan)

(cf. 3516.5 - Emergency Schedules)

(cf. 4113.5/4213.5/4313.5 - Working Remotely)

(cf. 6158 - Independent Study)

The district may offer distance learning through a variety of delivery methods as appropriate for the grade level and subject matter. Distance learning opportunities may include video, audio, and/or written instruction in which the primary mode of communication between the student and teacher is online interaction, instructional television, live or prerecorded video, telecourses, and other instruction that relies on computer or communications technology. They may also include the use of print materials with written or oral feedback.

The Superintendent or designee shall review and select distance learning courses, which may include those taught by district staff or others, that are of high academic quality and are aligned with district standards and curricula. As appropriate, courses may be self-directed to allow students to complete assignments at their own pace and/or may involve real-time interaction among the teacher and students.

(cf. 6141 - Curriculum Development and Evaluation) (cf. 6143 - Courses of Study)

The Superintendent or designee shall, in collaboration with teachers, plan for schoolwide or long-term distance learning in the event of a school closure. In developing the plan, the Superintendent or designee shall analyze the course sequence, prioritize content and standards to be completed, and recommend the grading criteria. In such circumstances, students' social-emotional wellness shall be taken into account, and schedules and learning experiences shall be designed to build continuity, routine, and regular connections with students.

DISTANCE LEARNING (continued)

(cf. 5141.5 - Mental Health)

As needed, the Superintendent or designee shall provide teachers with training and ongoing support, including technological support and guidance, to effectively implement distance learning. The district shall also provide opportunities for teachers to communicate and collaborate with each other to exchange information on effective practices.

(cf. 4131 - Staff Development)

Staff shall comply with all copyright regulations in developing materials to be used in distance education courses.

(cf. 6162.6 - Use of Copyrighted Materials)

The district shall take steps to ensure that distance learning opportunities are available to all students, including economically disadvantaged students, students with disabilities, and English learners. Teachers may use multiple methods of providing instruction to meet student needs. All online programming and Internet content shall meet accessibility standards for students with disabilities, including compatibility with commonly used assistive technologies.

(cf. 0410 - Nondiscrimination in District Programs and Activities) (cf. 0415 - Equity)
(cf. 6159 - Individualized Education Program) (cf. 6174 - Education for English Learners)

The Superintendent or designee shall assess students' access to technological devices and the Internet and, consistent with the district's budget and technology plan, may loan devices to students to use at home and/or assist families in identifying free service providers. Students are expected to use district technology responsibly in accordance with the district's Acceptable Use Agreement. To the extent possible, the district shall make technical and academic support available to students.

(cf. 0440 - District Technology Plan)

(cf. 3311.4 - Procurement of Technological Equipment) (cf. 3515.4 - Recovery for Property Loss or Damage) (cf. 6163.4 - Student Use of Technology)

Teachers shall provide regular communications to students and parents/guardians about expectations, assignments, and available resources to assist the student in successful completion of distance learning coursework.

(cf. 6020 - Parent Involvement)

DISTANCE LEARNING (continued)

Grading of distance learning assignments and assessments of end-of-course knowledge and understanding of the subject matter shall be consistent with district policy on grading for equivalent courses.

(cf. 5121 - Grades/Evaluation of Student Achievement)

(cf. 6146.3 - Reciprocity of Academic Credit)

(cf. 6146.11 - Alternative Credits Toward Graduation)

Legal Reference:

EDUCATION CODE

35182.5 Contracts for electronic products or services; prohibitions 51210-51212 Course of study for grades 1-6

51220-51229 Course of study for grades 7-12

51740-51741 Authority to provide instruction by correspondence 51745-51749.3 Independent study

51865 California distance learning policy PUBLIC CONTRACT CODE

20118.2 Contracting by school districts; technological equipment UNITED STATES CODE, TITLE 20

7131 Internet safety

UNITED STATES CODE, TITLE 47

254 Universal service discounts (E-rate); Internet safety

Management Resources:

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

COVID-19 Guidance for K-12 Schools

WORLD WIDE WEB CONSORTIUM PUBLICATIONS

Web Content Accessibility Guidelines WEB SITES

California Department of Education: <http://www.cde.ca.gov>

World Wide Web Consortium, Web Accessibility Initiative: <http://www.w3.org/wai>

Policy

Adopted: August 5, 2020

OXNARD SCHOOL DISTRICT

Oxnard, California